

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, JANUARY 13, 1997, 9:00 AM, REGULAR SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take appropriate action.
3. Consider approval of payroll changes.
4. Adopt new retirement rate.
5. Consider approval of accounts payable and take appropriate action.
6. Financial statement.
7. Treasurers monthly and quarterly reports.
8. Consider bids on property struck off for taxes.
9. Accept bid on copier. Bids were tabled from the 12-23-96 meeting.
10. Open bids for equipment for Pct. 4.
11. Select members for the 1997 grievance committee.
12. Hear County sheriff concerning a resolution in reference to Blue Warrants.
13. Hear County Sheriff concerning overcrowding in the jail.
14. Consider amending County bank depository contract.
15. Discuss decals on County vehicles.
16. Accept for recording an order appointing the County Auditor.
17. Consider approval of a construction and maintenance agreement with TxDOT to replace the Ballard Branch Bridge.
18. Accept for recording deputations in tax office and sheriffs department.
19. Accept for recording a memo from the District Attorney and authorize payment to the Chamber of Commerce for Vacation Guide. This was approved at a prior meeting.
20. Consider a request to close a road in Pct. 2.
21. Open bids on auto seized by the Sheriffs Dept.
22. Accept for recording new bonds for elected officials and appointed personnel.
23. Approve applications for use of Upshur County roads and right of way.
24. Set Commissioners Court meeting dates for 1997 for the 2nd and 4th Mondays and the last working day of the month unless dates are changed in a previous meeting.
25. Authorize the setting of a work session to consider the relocation of the Upshur County Tax

Office from the present location to the building acquired from the Gilmer National Bank, designated as the main bank building. Any cost associated with this relocation to be paid from Upshur County General Fund. This relocation to be coordinated by Upshur County Tax Collector as to facilitate this relocation in a timely and orderly manner.

26. To assess current and future demands for County services. Authorize the setting of workshops to determine the future use of all County owned facilities, to evaluate what the use and demand is for the present facilities and to determine what the needs will be in the future. To evaluate what must be done and what can be done, along with a cost analysis and feasibility study of each and every project evaluated Also to encourage citizen and tax payer participation in the workshops.
27. Hear Richard Stolle concerning Economic Development.



Charles L. Still
County Judge

72 hour notice 1-9-97 (In accordance with Title III of the Americans with Disabilities Act, we invite all attendees to advise us of any special accommodations due to disability. Please submit your request as far as possible in advance of the meeting you wish to attend).

FILED
REX A. SHAW
COUNTY CLERK
97 JAN -9 PM 2:22
UPSHUR COUNTY, TX.
BY _____
DEPUTY

UPSHUR COUNTY COMMISSIONER'S COURT
1-13-1997

COMMISSIONERS COURT MET IN REGULAR SESSION WITH ALL MEMBERS PRESENT.

1. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE MINUTES OF PREVIOUS MEETING DATED 12-23-1996. MOTION CARRIED.

2. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. COPY ATTACHED.

3. MOTION BY GADDIS LINDSEY SECONDED BY KENNEY THOMPSON TO APPROVE THE FOLLOWING PAYROLL CHANGES:
JOEL BULLOCK-DUE TO ELECTED POSITION STARTING 1-1-1997
ROLAN CORLEY-DUE TO ELECTED POSITION STARTING 1-1-1997
RICK JACKSON-DUE TO ELECTED POSITION STARTING 1-1-1997
DONNA FLIPPO- DUE TO NEW HIRE
JUDITH MCBRIDE-DUE TO PROMOTION (FROM PART-TIME TO FULL-TIME)

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

4. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE ADOPTING NEW RETIREMENT RATE. EMPLOYEE DEPOSIT RATE WILL BE 7% EMPLOYER CONTRIBUTION RATE WILL BE 8.63% MOTION CARRIED. COPY OF LETTER FROM TEXAS COUNTY AND RETIREMENT SYSTEM PLACED INTO MINUTES.

5. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE PAYMENT OF BILLS NOW DUE. MOTION CARRIED. COPY ATTACHED.

6. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE FINANCIAL STATEMENTS FOR MONTH ENDING NOVEMBER 30, 1996. MOTION CARRIED. COPY ON FILE IN COUNTY CLERK'S OFFICE.

7. MOTION BY TOMMY STANLEY AND SECONDED BY KENNEY THOMPSON TO APPROVE TREASURER'S MONTHLY AND QUARTERLY REPORTS. MOTION CARRIED. COPIES ATTACHED.

8. NO ACTION TAKEN ON AGENDA ITEM CONCERNING BIDS FOR PROPERTY STRUCK OFF FOR TAXES.

9. THE FOLLOWING BIDS SUBMITTED FOR COPIER WERE TABLED FROM MEETING OF 12-23-1996. MOTION BY TOMMY STANLEY SECONDED BY KENNEY THOMPSON TO APPROVE ACCEPTING BID IN AMOUNT OF \$4,995.00 SUBMITTED BY COMPLETE BUSINESS SYSTEMS. MOTION CARRIED. COPY OF ALL BIDS ATTACHED.

NAME OF COMPANY	TYPE	AMOUNT OF BID
1. GILMER OFFICE CENTER	NEW MACHINE	\$10,710.00
2. IKON	USED MACHINE	\$6,995.00
3. IKON	USED MACHINE	\$8,995.00
4. IKON	NEW MACHINE	\$11,924.00
5. IKON (LESS STATE PRICE)	NEW MACHINE	\$10,242.00
6. IKON	USED MACHINE	\$5,000.00
7. CBS	USED MACHINE	\$4,995.00

10. THE FOLLOWING BIDS WERE SUBMITTED FOR WHEEL LOADER FOR PCT. 4. MOTION BY KENNEY THOMPSON SECONDED BY TOMMY STANLEY TO TABLE ANY ACTION UNTIL JANUARY 17, 1997. MOTION CARRIED.

NAME OF COMPANY	AMOUNT OF BID
EAST TEXAS MACHINERY	78,500
FUTURE EQUIPMENT	81,160
GEORGE P. BANE, INC.	77,510
DARR EQUIPMENT CO	93,276
NICHOLS MACHINERY	108 HP 79,200
NICHOLS MACHINERY	114 HP 80,500

12. MOTION BY KENNEY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE RESOLUTION CONCERNING BLUE WARRANTS. ALSO IN THIS MOTION IS TO PLACE RESOLUTION INTO MINUTES. MOTION CARRIED. COPY ATTACHED.

13. SHERIFF BUCK CROSS MET WITH COURT TO DISCUSS OVERCROWDING IN THE COUNTY JAIL. SHERIFF CROSS STATED THE POPULATION AND CRIME RATE HAS GROWN IN THE LAST FEW YEARS AND THE JAIL IS NOW OVERCROWDED. SHERIFF CROSS INVITED THE COURT TO COME AND VIEW THE JAIL AND TO CONSIDER WHAT CAN BE DONE TO TAKE CARE OF THE INCREASING NUMBER OF PRISONERS IN THE FUTURE. COPY OF SHERIFF REPORT PLACED INTO MINUTES.

11. THE FOLLOWING NAMES WERE DRAWN FOR THE 1997 GRIEVANCE COMMITTEE: THOMAS W. ARNOLD, GLENN SHIPP, HARVEY L. RAYSON, TOM DAVIS, LEOLA ELDER, WILLIAM STENGER, KENT W. ABERNATHY, GEORGE F. MEISENHEIMER AND BARBARA FLUELLEN. THESE PEOPLE WILL BE MAILED A LETTER REQUESTING THEM TO SERVE ON THE GRIEVANCE COMMITTEE FOR 1997. COPY ATTACHED.

14. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE CONTRACT AMENDMENT WITH GILMER NATIONAL BANK AS COUNTY DEPOSITORY. MOTION CARRIED. COPY OF AMENDED CONTRACT AND LAW PLACED INTO MINUTES.

15. JUDGE CHARLES STILL STATED TO THE COURT THAT ALL COUNTY VEHICLES NEED TO HAVE DECALS PLACED ON THEM. SHERIFF CROSS IS TO GIVE COURT LIST OF VEHICLES THAT HE USES AND HAS DECAL

AND LIST OF THOSE THAT HE USES THAT DO NOT HAVE DECALS.

16. MOTION BY KENNEY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE ACCEPTING FOR RECORDING PURPOSES ONLY, AN ORDER FROM DISTRICT JUDGE, LAUREN PARISH, APPOINTING BEN SHEPPERD AS COUNTY AUDITOR. MOTION CARRIED. COPY ATTACHED.

17. MOTION BY KENNEY THOMPSON SECONDED BY RICK JACKSON TO APPROVE CONSTRUCTION AND MAINTENANCE AGREEMENT WITH TXDOT TO REPLACE BALLARD BRANCH BRIDGE. MOTION CARRIED. COPY ATTACHED.

18. MOTION BY KENNEY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE AND ACCEPT FOR RECORDING THE FOLLOWING DEPUTATIONS IN THE COUNTY TAX OFFICE:

HALLMAN, CHRISTI
HOLLOWAY, BARBARA
MANNING, DICKSIE
FAILS, PATSY
GENTRY, PAULA
DAVIS, SHERRY
WEBB, TERRI
DAVIS, LAVADA
HUTCHINS, WANDA
JAMISON, HANNAH

MOTION CARRIED. COPIES OF ALL DEPUTATIONS ATTACHED.

19. MOTION BY GADDIS LINDSEY SECONDED BY KENNEY THOMPSON TO ACCEPT FOR RECORDING, MEMO FROM DISTRICT ATTORNEY, AUTHORIZING PAYMENT TO CHAMBER OF COMMERCE FOR VACATION GUIDE. THIS WAS APPROVED AT PREVIOUS MEETING DATED 10-11-1996. MOTION CARRIED.

20. MOTION BY TOMMY STANLEY SECONDED BY KENNEY THOMPSON TO CLOSE PORTION OF WISTERIA ROAD LOCATED IN PRECINCT 2. PORTION OF WISTERIA TO CLOSE IS FROM HWY. 259 TO DAVID GREEN'S HOUSE (APPROXIMATELY 4000 FEET.) THIS PORTION OF ROAD HAS BEEN ABANDONED FOR YEARS. COPY OF PETITION OF ALL LANDOWNERS ATTACHED.

21. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ACCEPT LONE BID OF \$565.97 SUBMITTED BY CARL C. GREY FOR 1983 CADILLAC SEIZED BY SHERIFF'S OFFICE. MOTION CARRIED. COPY ATTACHED.

22. MOTION BY TOMMY STANLEY SECONDED BY KENNEY THOMPSON TO APPROVE THE FOLLOWING BONDS AND OATHS FOR ELECTED OFFICIALS:
MICHEAL L. SMITH-TAX ASSESSOR COLLECTOR
JAMES A. CROW, JR.-JUSTICE OF THE PEACE, PCT. 3
RICK JACKSON-COUNTY COMMISSIONER, PCT. 3
RICHARD D. CROSS-COUNTY SHERIFF

CLODDIE HENSON-CONSTABLE, PCT. 4
LARRY SEWELL-RESERVE DEPUTY CONSTABLE, PCT. 4
JOEL KEITH BULLOCK-CONSTABLE, PCT. 1
MYRA HARRIS-COUNTY TREASURER
GADDIS LINDSEY-COUNTY COMMISSIONER, PCT. 1
HENRY MICHEAL KUZA-DEPUTY CONSTABLE
ROLAND CORLEY-CONSTABLE, PCT. 3
TOMMY STANLEY-COUNTY COMMISSIONER, PCT. 2

MOTION CARRIED. COPIES OF ALL BOND AND OATHS FILED IN COUNTY CLERK'S OFFICE IN OFFICIAL BOND BOOK.

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

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

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

SPECIAL ROAD USE AGREEMENT SUBMITTED BY TOMMY TUCKER TRUCKING TO HAUL LOGS ON WOODCHUCK AND ZEBRA ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY ALWIN ALBRIGHT TO HAUL LOGS ON QUAIL ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY MCSWAIN LOGGING TO HAUL LOGS ON SOUTH TYLER AND LYLE STREET

SPECIAL ROAD USE AGREEMENT SUBMITTED BY BIG M. TIMBER COMPANY TO HAUL LOGS ON COMMERCE STREET.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY 21ST CENTURY MARKETING FOR REMOVING EQUIPMENT FOR DIRT WORK ON OLD COFFEYVILLE ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY JAN VANDERWAL TO HAUL LOGS ON RED CEDAR, SYCAMORE AND ASPEN ROADS.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY TRANS TEX LAND AND TIMBER COMPANY TO HAUL LOGS ON WILLOW OAK AND POINT PLEASANT.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY ARKLA TEX LAND & TIMBER TO HAUL LOGS ON SEAGO LILY ROAD.

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

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY KRISTIE JOHNSON. WELL IS LOCATED ON AVOCADO ROAD.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY EILEEN MEANS. WELL IS LOCATED ON ARROWWOOD ROAD.

PERMIT APPLICATION SUBMITTED BY WILLIAM JOHNSTON TO PLACE CULVERT WITHIN ROW OF OCELOT.

PERMIT APPLICATION SUBMITTED BY ETEX TELEPHONE TO PLACE UNDERGROUND TELEPHONE CABLE WITHIN ROW OF NUTHATCHER, STARLING AND MARTIN.

PERMIT APPLICATION SUBMITTED BY ROBERT STANLEY TO PLACE A CULVERT IN ROW OF ROSE TRAIL.

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

24. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE SETTING COMMISSIONER COURT MEETING DATES FOR 1997 FOR THE 2ND AND 4TH MONDAYS AND THE LAST WORKING DAY OF THE MONTH, UNLESS DATES ARE CHANGED IN PREVIOUS MEETINGS. MOTION CARRIED.

25. MOTION BY KENNEY THOMPSON SECONDED BY RICK JACKSON TO SET WORK SESSION FOR 1-17-1997 AT 1:00 P.M. TO CONSIDER THE RELOCATION OF THE UPSHUR COUNTY TAX OFFICE TO THE GILMER NATIONAL BANK BUILDING. MOTION CARRIED.

26. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO SET WORK SESSION FOR JANUARY 17, 1997, AT 1:00 P.M. TO ASSESS CURRENT AND FUTURE DEMANDS FOR COUNTY SERVICES, ALSO TO DETERMINE FUTURE USE OF ALL COUNTY OWNED FACILITIES, EVALUATE WHAT USE AND DEMAND FOR PRESENT FACILITIES AND DETERMINE WHAT FUTURE NEEDS WILL BE AND EVALUATION OF WHAT MUST BE DONE, ALONG WITH COST ANALYSIS AND FEASIBILITY STUDY OF EACH AND EVERY PROJECT EVALUATED.

27. RICHARD STOLLE MET WITH COURT CONCERNING ECONOMIC DEVELOPMENT FOR UPSHUR COUNTY. HE STATED THAT GROWTH POPULATION IS INCREASING AND COUNTY NEEDS TO CONSIDER WHAT IS BEST FOR THIS EXPANSION. MR. STOLLE RECOMMENDED THAT COUNTY PLAN FOR FUTURE GROWTH.

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

COPY OF ATTENDANCE SHEET ATTACHED.

Charles Still
JUDGE CHARLES STILL

COMMISSIONER PCT. #1 GADDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT. #2 TOMMY STANLEY

Rick Jackson
COMMISSIONER PCT. #3 RICK JACKSON

Charles (Kenney) Thompson
COMMISSIONER PCT. #4 CHARLES (KENNEY) THOMPSON

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 13TH
day of JANUARY, 1997.

Charles Still
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 2

Tommy Stanley
Tommy Stanley, Comm. Pct. 2

Rick Jackson
Rick Jackson, Comm. Pct. 3

Charles K. Thompson
Charles K. Thompson, Comm. Pct. 4

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 2:00
UPSHUR COUNTY, TX.
BY _____
DEPUTY

BUDGET AMENDMENT

Date: 1-13-97

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following requests for additional funding:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	ADDITIONAL FUNDING			
To:	10	553	3110	750.00

Reason: PURCHASE BULLETPROOF VEST
FOR NEW CONSTABLE

Rah O. Coyle
Department Head PCT 3 CONSTABLE

Attest - County Clerk

BUDGET AMENDMENT

Date: 1-13-97

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following requests for additional funding:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	ADDITIONAL FUNDING			
To:	10	551	5350	200.00

Reason: PURCHASE RADIO

Joel Beulock
Department Head Pct. 1 CONSTABLE

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 1-13-97 :

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following line-item transfers:

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	10	551	3145	(50.00)
To:	10	551	3010	50.00

Reason: FROM "GUN + AMMO" TO "OFFICE"

Opel Bullock
Department Head PCT. 1 CONSTABLE

Attest - County Clerk

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 13TH
day of JANUARY, 1997.

Charles Still
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley
Tommy Stanley, Comm. Pct. 2

M. Jackson
Rick Jackson, Comm. Pct. 3

Charles K. Thompson
Charles K. Thompson, Comm. Pct. 4

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 2:00
UPSHUR COUNTY, TX.
BY _____
DEPUTY

BUDGET AMENDMENT

Date: 1-13-97

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following requests for additional funding:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:			ADDITIONAL FUNDING	
To:	10	557	4230	100.00
	10		4230	

Reason:

Department Head

Attest - County Clerk

BUDGET AMENDMENT

DATE: 1-13-97

Honorable commissioners count of Upshur County:

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

FUND	DEPT.	ACCOUNT	AMOUNT	
10	509	1100	16,500	- salary 9 mo
		2450	1424	- SS
		2300	1263	- Ret

REASON position approved by Commissioner's Court

Dona Higgs
Department Head

CH
Approved Commissioners Court

FILED
REX A. SHER
COURT CLERK
97 JAN 13 AM 11:18
UPSHUR COUNTY
BY _____

Attest County Clerk

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-97 Dept 551/Constable #1

Employee JOEL BULLOCK

Social Security No _____ Emp. ID# _____

47 PG 368 VOL.

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	\$1318.58/mo	
	Department		
	Position	Constable #1	

REASON(S) FOR THE CHANGE(S)

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

97 JAN 18 AM 10:51
REX
COEN
FILED

Comments Elected position effective 1-1-97.

Authorized by Kyra Harris
Approved by _____ Date 1-1-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-97 Dept 553/Constable #3

Employee ROLAN CORLEY

Social Security No _____ Emp. ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	\$1318.58/mo	
	Department		
	Position	Constable #3	

FILED
 JAN 13 11:10:51 AM '97
 RESEARCH
 COUNTY

REASON(S) FOR THE CHANGE(S)

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

Comments Elected position effective 1-1-97.

Authorized by Royal Harris

Approved by _____ Date: 1-1-97

Vol 47 Pg 370

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-97 Dept 613/Pct# 3
 Employee RICK JACKSON
 Social Security No. _____ Emp. ID# 831

CHANGES(S)	FROM	TO
Grade Step		
Rate	#2795.4/mo	
Department		
Position	COMMISSIONER	

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

FILED
 JAN 13 11 10 AM '97
 REC'D
 DIV. 5

Comments. Elected position effective 1-1-97.

Authorized by [Signature]
 Approved by _____ Date: 1-1-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-97 Dept. 507/ 911 MAPPING
 Employee DONA FLIPPO
 Social Security No _____ Emp. ID# 383

VOL. 14 PG. 211

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	#1535.33/mo	
	Department		
	Position	911 Director	

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

97 JAN 13 AM 10:51
 REX A. SHAW
 COUNTY CLERK

Comments Annual salary \$22,000.00

Authorized by [Signature]
 Approved by _____ Date 1-1-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-6-97 Dept. 403/Co. Clerk
 Employee Judith McBride
 Social Security No. _____ Emp ID# 784

CHANGES(S)	FROM	TO
Grade Step	4,1	6,1
Rate	\$5.15/HR	\$975.00/mo
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 checked="" type="checkbox"/> Promotion	<input type="checkbox"/> Transfer
<input type="checkbox"/> Longevity Increase	<input type="checkbox"/> Demotion
<input type="checkbox"/> Re-evaluation of Job	<input type="checkbox"/> Retirement
<input type="checkbox"/> Layoff	<input type="checkbox"/> Discharged
<input type="checkbox"/> Leave-of-Absence	<input type="checkbox"/> Other

Comments Regular salaried employee
from part-time employee.
Records management funds 20

Authorized by _____
 Approved by Rex Shaw Date 1-6-97



Texas County and District Retirement System

Mailing Address:
P.O. Box 2034
Austin, Texas 78768-2034

Telephone: (512) 328-8889
Benefits Department Fax: (512) 328-8887
Administration and
Communications Department Fax: (512) 328-8708

December 18, 1996

VOL 47 PG 313

BOARD OF TRUSTEES

- man Dalby
y Judge
County
- ve Darst
y Judge
an County
- I U Flores
y Auditor
son County
- va Gustavson
y Treasurer
gomery County
- R. Marshall
Appraiser
nt County
sal District
- felton
y Treasurer
County
- Radack
y Commissioner
s County
- D. Seale
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Association
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- Wells Spears
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County
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- Fagelman
its Administrator
- Schultz
inent Officer
- Adams
inent Coordinator
- hall, Randle,
inch & Osborn
l Counsel
- rt M. May
Fenlaw
iting Actuary

The Honorable Myra Harris
Upshur County Treasurer
PO Box 730
Gilmer, TX 75644

Dear Ms. Harris.

In response to your recent conversation with George Arroyos in our office, please find enclosed the form ADCR-3B which we are returning for cancellation. We are also in receipt of your No Plan Change Notice and have processed it accordingly. Consequently, your Employee Deposit Rate will be 7% and your Employer Contribution Rate will be 8.63%. Please contact our office if you have any questions.

Sincerely,

Vikki Vasquez
Manager, Membership Records

VV/djs
Enclosure

FILED
REX A. SHAW
COUNTY CLERK

97 JAN 13 AM 12:06

UPSHUR COUNTY, TX.

BY _____
DEPUTY

RECEIVED
12-26-96
JMT

Physical Address:
901 MoPac Expressway South • Barton Oaks Plaza IV, Suite 500 • Austin, Texas 78746

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 01/13/97 thru 01/24/97

PAGE

Check #	HC Date	Vender	Check Amount	Invoice Amt	Invoice Description
60514-AP	01/13/97	360 COMMUNICATIONS	\$121.92	\$10.62 \$111.30	JUV-PROB-ACCT#GM00626/DEC-10'96-BILLING SUP&CCP-GM#00318/DEC 10'96 BILLING
60515-AP	01/13/97	A & A SALES & SERVICE	\$105.00	\$105.00	CD-LIB-CHECKED & CLEANED-BURNERS
60516-AP	01/13/97	ABC AUTO PARTS	\$27.54	\$27.54	PCT#1-HAND CLEANER
60517-AP	01/13/97	ACE LOCK & SAFE SERVICE	\$113.60	\$19.50 \$94.10	CO BLDGS-2 KEYS J CTR-LOCKSET; COMB CHANGE; SERV. CALL
60518-AP	01/13/97	ALBRIGHTS GARAGE	\$45.00	\$45.00	PCT#4-GLASSPACK & PIPE FOR CAT LOADER
60519-AP	01/13/97	AMERICAN HERITAGE LIFE	\$361.23	\$361.23	CASE#47939/DEC '96 PAYROLL DEDUCTIONS
60520-AP	01/13/97	ANGELA NORTON	\$5.12	\$5.12	NON DEPT-REIMBURSE/POSTAGE
60521-AP	01/13/97	ARKLA GAS	\$991.14	\$991.14	J CTR-ACCT#0821336289005/JAN 9'97 BILLING
60522-AP	01/13/97	AT & T INFORMATION SYSTEMS	\$5.07	\$5.07	SUP-ACCT#0142860638001/DEC-15'96-BILLING
60523-AP	01/13/97	BAKER'S CLEANERS	\$38.92	\$38.92	D A-DIANE MARTIN/HOT CK RESTITUTION
60524-AP	01/13/97	BARRETT MOTOR COMPANY	\$64.75	\$64.75	PCT#4-IDLER PULLEY FOR GMC TRUCK
60525-AP	01/13/97	BARRY WALLACE, ATTY	\$425.00	\$75.00 \$350.00	CO CT-DETENTION HEARING/J-L-N-12/16/96 CO CT-#52 MICHAEL FLUELLEN 12/20/96
60526-AP	01/13/97	BAXTER SALES CO., INC.	\$686.93	\$686.93	CO-JAIL-TIOLET TISSUE; POWER STRIP; FLOOR PADS
60527-AP	01/13/97	BILL MITCHELL	\$100.00	\$100.00	PCT#3-(50) yds. GRAVEL@ \$2.00 per yd
60528-AP	01/13/97	BILL WM W GREGAN, D D S	\$500.00	\$500.00	CO JAIL-DENTAL/NOV 6-18'96 WATERS; SHAW; FOSTER; BROWN; MITCHELL; JOHNSON
60529-AP	01/13/97	BILLY ROGERS	\$80.70	\$80.70	CONST#2-REIMBURSE/LODGING; MEALS (TRAINING & FT W ORTH)
60530-AP	01/13/97	BLAZER RESOURCES, INC.	\$6,250.00	\$6,250.00	PCT#2-CUST#2611/ROAD DIL(250 BBLs @ \$25.00)
60531-AP	01/13/97	BOB BARKER CO., INC.	\$442.87	\$58.34 \$296.36 \$88.17	CO-JAIL-(4) PR NAVY-BLUE-PANTS CO JAIL-(24) PR NAVY BLUE PANTS CO JAIL-(3) CS SANITARY NAPKINS
60532-AP	01/13/97	BOX OFFICE TRAVEL	\$553.00	\$553.00	CO S-AIRLINE TICKETS FOR PRISONER TRANSFER FROM STOCKTON, CA
60533-AP	01/13/97	BROOKSHIRES	\$61.59	\$25.59 \$36.00	D A-KATE MABERRY/HOT CK RESTITUTION D A-ROBERT BRYANT/HOT CK RESTITUTION
60534-AP	01/13/97	BULFINCH CUSTODIAL SERVICE	\$3,425.85	\$120.00	MOTOR BANK-BLG CLEANED FOR JAN '97

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ACCOUNTS PAYABLE SYSTEM

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Approved Disbursements

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THE SOFTWARE GROUP, INC

Disbursements Made From 01/13/97 thru 01/24/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$3,203.77	JAN '96 JANITORIAL CONTRACT
				\$102.08	MOTOR BANK-CLEAN BLD FOR 911
60535-AP	01/13/97	CALAME, LINEBARGER & GRAHAM	\$3,168.12	\$3,168.12	CO. TAX-NOV '96 DELIQUENT TAX COLLECTED
60536-AP	01/13/97	CENTRAL UNITED LIFE INSURANC	\$1,106.67	\$1,106.67	GROUP#4269 DEC '96 PAYROLL DEDUCTION
60537-AP	01/13/97	CHEROKEE COUNTY	\$486.00	\$268.00	CO CT-CAUSE#MI 19,169/WALI MUHAMMAD
				\$218.00	CO CT-CAUSE#MI 19,201 DONALD WOODLIEF
60538-AP	01/13/97	CHEVRON U S A INC	\$126.32	\$47.76	SUP&CCP-ACCT#7898789899/DEC 30 '96 BILLING
				\$78.56	CO S-ACCT#7898789842/DEC 30 '96 BILLING
60539-AP	01/13/97	CITY OF GILMER	\$1,481.76	\$1,481.76	WASTE-LANDFILL SALARY/SEPT 1-DEC. 13 '96
60540-AP	01/13/97	COLUMBIA L.R.M.C.	\$769.55	\$769.55	CO JAIL-JESUS ANGELO/MEDICAL 11/07/96
60541-AP	01/13/97	COMMUNITY REHABILITATION	\$220.00	\$220.00	CCP-NOV '96 BILLING/KENNETH L
60542-AP	01/13/97	COMPLETE BUSINESS	\$307.86	\$30.37	CO S-CUST#LN0461/RICOH F4418(2266 COPIES) 11/01/96-12/01/96
				\$39.23	CO JAIL-CUST#LN0461/COPY COUNT
				\$4.60	CONT 11/01/96-12/01/96(2906 COPIES)
				\$38.38	JP-CUST#LN0461/COPY COUNT CONT (324 COPIES MADE 11/01/96-12/01/96)
				\$75.59	CO EXT-CUST#LN0461/RICOH F3060(2843 COPIES MADE 11/01/96-12/01/96)
				\$48.45	CO-TREAS-CUST#LN0461/RICOH F4418(5765 COPIES MADE 11/01/96-12/01/96)
				\$30.06	D JUDGE-CUST#LN0461/RICOH F4418(3589 COPIES MADE 11/01/96-12/01/96)
				\$33.18	CO TAX-CUST#LN0461/RICOH F5540(2227 COPIES MADE 11/01/96-12/01/96)
				\$4.00	CO JUDGE-CUST#LN0461/RICOH F5520(2458 COPIES MADE 11/01/96-12/01/96)
				\$4.00	CO CLK-FROT. ON RICOH TONER
				\$4.00	CO-EXT-FROT. ON RICOH TONER
60543-AP	01/13/97	CROLEY FUNERAL HOME	\$562.50	\$562.50	JP#283-WILLIE L. WRIGHT; L. HAYWOOD; E-SEELY/TRANSPORTED TO DALLAS
60544-AP	01/13/97	DALLAS COUNTY INSTITUTE OF F	\$3,500.00	\$2,100.00	JP#384-W. WRIGHT; S. HARRIS; L. HAYWOOD/AUTOPSY
				\$1,400.00	JP#2-E. SEELY & C. CAFFEY/AUTOPSY
60545-AP	01/13/97	DARRELL RAY	\$11.75	\$11.75	SUP-REIMBURSE/PARKING & CAB-BILL
60546-AP	01/13/97	DEALERS TRUCK	\$258.16	\$258.16	PCT#4-PARTS & LABOR
60547-AP	01/13/97	DEANNA DRENNAN	\$450.00	\$450.00	D A-CAUSE#11,650/STATEMENT OF FACTS

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ALL Checking Accounts

Disbursements Made from 01/13/97 thru 01/24/97

THE SOFTWARE GROUP, INC

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
60548-AP	01/13/97	DEBERRY BUTANE GAS CO.	\$165.00	\$165.00	PCT#2-BUTANE
60549-AP	01/13/97	DIAMOND-SHAMROCK	\$86.76	\$86.76	CO S-ACCT#77005775/DEC-16'96-BILLING
60550-AP	01/13/97	DONALD & PATSY POPE	\$125.00	\$125.00	PCT#3-(125) yds. SAND@1.00per yd.
60551-AP	01/13/97	DWIGHT A. BRANNON	\$1,250.00	\$1,250.00	D. CT-CAUSE#11,707 BILLY G. COLVIN 12/13/96
60552-AP	01/13/97	EAST TEXAS PHYSICIANS CLINIC	\$115.00	\$115.00	CO JAIL-MARK GUINN/MEDICAL-11/26/96
60553-AP	01/13/97	EAST TEXAS REFRIGERATION, IN	\$1,635.00	\$1,635.00	J CTR-ICE MACHINE (1,550.00 + TRADE-IN); CONDENSATE-PUMP
60554-AP	01/13/97	ECONOMY AUTO SUPPLY, INC.	\$138.83	\$30.05	PCT#3-BEAL
				\$16.07	PCT#1-SANDING-DISC & DISC HOLDER
				\$46.14	PCT#4-BELTS (4)
				\$37.32	PCT#4-WRENCH SET; HOSE
				\$9.25	PCT#3-ANTIFREEZE-TESTER
60555-AP	01/13/97	ELWELL'S OIL & LUBE	\$68.50	\$27.50	CO S-UNIT#9/OIL; FILTER; LABOR; INSP STICKER
				\$17.00	CO S-UNIT#2/OIL; FILTER; LABOR
				\$24.00	CO S-UNIT#11/OIL; FILTERS; LABOR
60556-AP	01/13/97	ESMOR-CANADIAN, INC.	\$750.00	\$750.00	ISP-PLACEMENT/J-C (10days@75.00ea)
60557-AP	01/13/97	ETEX TELEPHONE COOP, INC.	\$160.80	\$36.26	PCT#1-#734-5609/JAN 1'97 BILLING
				\$38.72	PCT#2-#762-6266/JAN-1'97-BILLING
				\$31.01	PCT#3-#734-5822/JAN. 1'97 BILLING
				\$20.70	TELE COMM-#968-2941/JAN 1'97 BILLING
				\$34.11	PCT#4-#762-6731/JAN-1'97-BILLING
60558-AP	01/13/97	EXPRESS LUBE DBA	\$10.50	\$10.50	D. A-INSPECTION STICKER/'91 FORD
60559-AP	01/13/97	FEDEX	\$21.00	\$21.00	CO S-(2)PACKAGES FREIGHTED
60560-AP	01/13/97	FIRE & SAFETY EQUIPMENT	\$234.00	\$234.00	PCT#2-(3)FIRE-EXTING.
60561-AP	01/13/97	FLOWERS THRIFT STORE	\$78.00	\$78.00	CO JAIL-(200)LOAVES OF BREAD
60562-AP	01/13/97	FUTURE EQUIPMENT CO, INC	\$873.56	\$873.56	PCT#3-CUST#0455/PARTS; SERVICE; LABOR
60563-AP	01/13/97	G-A THOMPSON CO., INC.	\$300.00	\$300.00	CO JAIL-MUGSHOT-UPGRADE/SERVICE CONTRACT
60564-AP	01/13/97	GADDIS LINDSEY	\$12.22	\$12.22	COMM CT-REIMBURSE/MEALS@BEAVER FUNDING MEETING)
60565-AP	01/13/97	GENERAL TELEPHONE COMPANY	\$407.84	\$109.88	TEL COMM-ACCT#30000000537/PREVIOUS BALANCE
				\$297.96	SUP-#L00-5457/DEC 7'96-BILLING

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UPBUR COUNTY

ACCOUNTS PAYABLE SYSTEM

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Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/13/97 thru 01/24/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
60566-AP	01/13/97	GILMER CABLE TV CO., INC.	\$486.00	\$65.00 \$421.00	CO JAIL-ACCT#13891/JAN '97 CABLE BILLING NON DEPT-ACCT#15446/RADIO MAINT; JAN '97
60567-AP	01/13/97	GILMER DRUG COMPANY	\$1,132.05	\$110.80 \$27.06 \$198.99 \$6.34 \$27.59 \$33.45 \$24.53 \$7.99 \$10.60 \$321.74 \$16.73 \$97.37 \$20.27 \$24.50 \$5.69 \$33.41 \$12.80 \$22.60 \$17.99 \$173.99 \$5.20 \$27.59CR	CO JAIL-M. GUINN; G. BROWN/PRESCRIPTIONS CO JAIL-J ANGELO, J COLLINS/PRESCRIPTIONS CO JAIL-J ANDERSON; J COLLINS; J HILL; J ANGELO/ PRESCRIPTIONS CO JAIL-JESUS ANGELO/PRESCRIPTION CO JAIL-MORRIS WILSON/PRESCRIPTION CO JAIL-C. EASLEY; G. BROWN/PRESCRIPTIONS CO JAIL-RAY WATERS/PRESCRIPTIONS CO JAIL-PEPCID CO JAIL-RALPH SALTER/PRESCRIPTION CO JAIL-D BESSIONS; C EASLEY; R BISHOP; T SHAW; T BRINKLEY; G BROWN/PRESCRIPTIONS CO JAIL-LONNIE BAILEY/PRESCRIPTION CO JAIL-G BROWN; K PETRICK/PRESCRIPTIONS CO JAIL-KEVIN PETRICK/PRESCRIPTIONS CO JAIL-FONZELL JACKSON/PRESCRIPTION CO JAIL-RID CO JAIL-RONALD BROWN/PRESCRIPTION CO JAIL-JACK ODOM/PRESCRIPTION CO JAIL-BOAST HAWKINS/PRESCRIPTION CO JAIL-MORRIS WILSON/PRESCRIPTION CO JAIL-J. ANGELO, T. BRINKLEY, F. MITCHELL/PRESCR IPTION CO JAIL-HOWARD KILLIAN/PRESCRIPTION CO JAIL-CREDIT ON PRES. NO'S 220657 & 220656
60568-AP	01/13/97	GILMER LUMBER	\$63.02	\$63.02	D A-SHELTON JOHNSON/RESTITUTION
60569-AP	01/13/97	GILMER LUMBER COMPANY INC.	\$21.75	\$21.75	PCT#3-DOOR(PCT#3 BARN)
60570-AP	01/13/97	GILMER OFFICE CENTER	\$292.27	\$87.72 \$95.28 \$109.85 \$7.25 \$8.39 \$12.64 \$43.30 \$4.99 \$14.10 \$2.50 \$2.50 \$5.00 \$30.98 \$44.31CR \$87.72CR	D A-HEAVY DUTY HOLE PUNCH D. A-(1)ADJUSTABLE HOLE PUNCH, CLIP D. A-(1)HEAVY DUTY HOLE PUNCH JUV. PROB-BINDERS CO. EXT-(3)PKS. BATTERIES DIST. CT-WALL CALENDAR; MONTHLY PLANNER CO EXT-RECEIPT-BOOKS; EASEL-PAD COMM CT-BINDER CO. JAIL-(6)BINDERS I. C.-DESK PAD CALENDAR CO. TAX-DESK PAD CALENDAR I. C -DESK PAD CALENDAR CONST#1-ATTACHE CASE; PENS-(2); STENO BOOK D A-(1)HOLE PUNCH RETURNED D. A-(1)HEAVY DUTY HOLE PUNCH RETURNED
60571-AP	01/13/97	GILMER WRECKER	\$90.00	\$45.00	WASTE GRANT-'84 CHEV TRUCK TOWED 12/2/96

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THE SOFTWARE GROUP, INC

Disbursements Made from 01/13/97 thru 01/24/97

Check #	HC Date...	Vender.....	Check Amount	Invoice Amt	Invoice Descriptions..
				\$45.00	CO S-UNIT#8/94 CHEVY-CAPRICE-TOWED
60572-AP	01/13/97	GOVERNMENT RECORDS SERVICES	\$7,131.71	\$275.00	REC MANG-16mm CAMERA RENTAL W/EASEL
				\$6,856.71	CO-CLK-CUST#309/MICRO-FILMING&INDEXING
60573-AP	01/13/97	GREGG CO JUVENILE PROBATION	\$240.00	\$240.00	JUV PROB-DETENTION/D C (4days@60.00ea)
60574-AP	01/13/97	H&D TIRE & AUTOMOTIVE	\$3,635.97	\$71.54	PCT#2-HYDRAULIC FITTINGS; HYDRAULIC HOSE
				\$5.84	PCT#1-PLUNGER
				\$9.79	PCT#3-B-12-SPRAY; EXTENSION-CORD; 1/2" BOLTS
				\$41.47	PCT#3-COIL; SLEDGE HAMMER
				\$30.59	PCT#4-HYDRAULIC FITTING (2); HYDRAULIC HOSE;
					OIL; STEERING-SPINNER
				\$3.22	CO BLDG-OIL (3-IN-1)
				\$84.00	PCT#1-TUBES
				\$3.35	SOLID-WASTE-WIPER-BLADES
				\$27.59	PCT#2-LIGHT BULB
				\$143.94	PCT#2-TDIRES; RECYCLE FEE
				\$5.72	CO BLDG-THERMO-COUPLER; BOLTS
				\$1.32	J CTR-CLAMPS
				\$5.25	CO JAIL-ANTIFREEZE (1988 FORD); OIL
				\$248.52	PCT#1-MASTER-CYLINDER; CORE-CHARGE; POWER
					BRAKE UNIT; CORE CHARGE; ANTIFREEZE; SILICONE
				\$4.96	PCT#1-TEMPERATURE SENDING UNIT
				\$13.00	CO S-CAR-WAX; ADHESIVE-REMOVER
				\$4.46	PCT#1-TERMINALS (4)
				\$258.29	PCT#2-IGNITION SWITCH; STARTER; HYDRAULIC
					FITTINGS (4); HYDRAULIC HOSE; SOLENOID; BOLT
				\$5.14	CO S-HAND CLEANER
				\$19.01	PCT#1-HYDRAULIC OIL; PLUG; BRASS FITTING
				\$14.28	CO BLDG-FLUORESCENT-BULBS
				\$31.28	PCT#3-SPARK PLUGS; FLASHERS; LAG SCREWS
				\$96.77	PCT#1-FUEL PUMP; TUBES
				\$318.26	PCT#4-TIRES; RECYCLE-FEE; TUBES
				\$345.00	PCT#1-IMPACT WRENCH
				\$8.73	PCT#1-HOSE CONNECTORS; BRASS FITTINGS; FUEL
					HOSE; CLAMPS
				\$674.74	PCT#1-TIRES; RECYCLE FEE; TUBES
				\$9.54	CO JAIL-NUTS, BOLTS & WASHERS; TIRE-WET
				\$13.07	PCT#3-WIRE TERMINALS; NUTS; NIPPLE;
					CONNECTORS
				\$8.34	CO BLDG-B12 SPRAY
				\$11.95	PCT#1-BRAKE FLUID
				\$157.66	PCT#3-BEARINGS
				\$2.21	PCT#3-1" BOLT
				\$52.20	PCT#1-MOTOR MOUNTS; BATTERY TERMINALS;
					STARTER FLUID
				\$60.50	PCT#2-TUBES (3)
				\$6.82	PCT#3-NUTS & BOLTS; SWITCH-BOXES; SWITCH;
					RECEPTICLE; WALL PLATE

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THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$37.10	PCT#1-BALL JOINT
				\$301.24	CO S-TIRES; RECYCLE FEE; LABOR
				\$68.20	CO S-BATTERIES FOR GENERATOR; RECYCLE FEE
				\$38.44	PCT#4-"U" JOINTS (4); THERMOSTAT; GASKET; LABOR
				\$24.14	PCT#1-PIPE INSULATION; FIBERGLASS INSULATION; DUCT TAPE
				\$10.50	CO S-BULB FOR VEHICLE
				\$48.36	PCT#1-ROTOR; IGNITION PART; COIL; MODULE
				\$32.41	IGNITION PART
				\$8.25	CO BLDG-DE-ICER
				\$10.00	CO BLDG-ANTIFREEZE
				\$19.98	CO BLDG-DRAIN CLEANER
				\$94.57	KPCT#1-THERMOSTAT; GASKET; CAPS; DE-ICER
				\$8.65	CO BLDG-SWITCH
				\$2.66	J.CTR-SCREWS & SVC BULB
				\$17.76	PCT#2-FUSES; QUIK-LINK
				\$69.45	PCT#1-MODULE
				\$40.43	PCT#3-INSULATION; CEMENT; BROOM
				\$48.50	PCT#2-BOOSTER CABLES
				\$8.54	CO BLDG-THERMOMETER
				\$7.88	PCT#1-TOOL
				\$2.48	CO BLDG-NUTS & BOLTS; TERRY CLOTH TOWEL
				\$3.50	CO BLDG-TOWELS
				\$1.74	CO BLDG-SPRAY BOTTLE
				\$2.80	CO BLDG-HAND SCRAPER
				\$3.95	CO BLDG-LOOP CHAIN; BRASS PADLOCK
				\$6.82	CO BLDG-TAP; HANDLE
				\$4.40	CO BLDG-BIT
				\$10.50	CO BLDG-SILICONE CALKING
				\$2.84	CO BLDG-DRILL TAP DIE
				\$35.70	CO BLDG-FLUORESCENT BULBS
				\$1.70	CO BLDG-PVC L'S & COUPLINGS
				\$2.86	CO BLDG-PVC ADAPTORS; OIL
				\$12.00CR	PCT#1-WATER PUMP CORE RETURNED
				\$42.00CR	PCT#1-RETURNED 2 TUBES
				\$33.88CR	PCT#1-RETURNED BALL JOINT
				\$10.36CR	PCT#1-IGNITION PART RETURNED
				\$20.73CR	PCT#1-RETURNED MODULE; ROTOR
60575-AP	01/13/97	HERBERT L YOUNG	\$72.60	\$11.95	D A-(9)gals. LEAD REG GAS
				\$40.65	D. A-(47)gals. LEAD REG GAS
60576-AP	01/13/97	I DEAL COMPUTERS, INC.	\$2,281.00	\$2,086.00	COMPUTER-COMPUTER FOR DIST. JUDGE OFFICE
				\$195.00	CO S-SERVICE CALL 11/15/96
60577-AP	01/13/97	INFORMATION GUIDE ON COUNTY	\$72.00	\$72.00	CO AUD-INFORMATION GUIDE RENEWAL 1997
60578-AP	01/13/97	IRVIN TIRE COMPANY	\$296.00	\$96.64	D. A-WHEEL STUDS, STEM; WHL BALL ALIGNMENT
				\$199.36	D. A-(4)TIRES FOR '91 FORD

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ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/13/97 thru 01/24/97

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
60579-AP	01/13/97	JAMES DeCUIR	\$21.74	\$21.74	CO. JAIL-REIMBURSE/MEALS(TRANSPORTED C. JOHNSON&B. HAWKINS)
60580-AP	01/13/97	JR'S OF GILMER	\$21.14	\$21.14	D A-RUSTY RANKIN/HOT CK. RESTITUTION
60581-AP	01/13/97	KATHY LANGFORD	\$328.09	\$150.14	CO-EXT-REIMBURSE/442mi@.29ea; MEALS-12/96
				\$17.95	CO EXT-REIMBURSE/PLAQUE
				\$160.00	CO EXT-REIMBURSE/REGISTRATION&LODGING(WORKSHD PEBROWNWOOD)
60582-AP	01/13/97	KIRBY RESTAURANT SUPPLY	\$126.00	\$16.00	CO JAIL-(1)INSULATED HANDLE
				\$110.00	CO-JAIL-DISHWASHER MIANT 11/17-12/14/96
60583-AP	01/13/97	KNOWLES LAW BOOK PUBLISHING.	\$35.00	\$35.00	D. A-(10)CRIM NOTEBOOK TABS
60584-AP	01/13/97	LAIDLAW WASTE SYSTEMS	\$305.00	\$305.00	WASTE-ACCT#07020542/COMPACTOR RENTAL 12/1-31/96
60585-AP	01/13/97	LAWYERS COOPERATIVE PUBLISHI	\$100.00	\$100.00	D A-ACCT#918139-84891/INV#J198977/TX. LAW ON LANDESK
60586-AP	01/13/97	LAWYERS COOPERATIVE PUBLISHI	\$136.00	\$57.00	LAW LIB-ACCT#918116 83031/US SUPREME CT RPTS 2D QUICK CASE TABLES
				\$79.00	LAW LIB-ACCT#918116-83031/TX JUR 3D RV 44 &UPD
60587-AP	01/13/97	LISA VINES	\$346.81	\$106.81	PEER-REIMBURSE/355mi@-28ea; MEALS; CALLS-12/96
				\$240.00	JUV PROB-REIMBURSE/INDIVIDUAL TRAINING
60588-AP	01/13/97	LONG MOTOR COMPANY, INC	\$538.05	\$434.69	CO G '91 GM-MERCURY/PARTS & LABOR
				\$50.26	D A-KEY & CYLINDER, LABOR
				\$12.00	D A-'91 FORD/CHECK WATER IN FLOORBOARD
				\$30.60	PCT#3-DOOR-STRIKERS
				\$11.39	PCT#3-FUEL PUMP RELAY
				\$10.50	PCT#3-STATE INSPECTION-UNIT #335
				\$11.39CR	PCT#3-CUST#7345822/RETURNED-FUEL PUMP RELAY
60589-AP	01/13/97	LONGVIEW ASPHALT INC	\$22,350.52	\$1,600.00	PCT#1-(576)yds HAULED
				\$368.72	PCT#2-(15-69)TONS OIL-DIRTE@23-50per ton
				\$1,200.00	PCT#1-(432)yds HAULING
				\$153.46	PCT#2-(6-53)TONS OIL DIRTE@23-50per ton
				\$9,437.10	PCT#2-(349-52)TONDS OIL-DIRTE@23-50&HAULING
					CHG
				\$4,079.74	PCT#2-(151-10)TONS OIL DIRTE@23.50&HAULING
					CHG
				\$4,107.54	PCT#2-(152-13)TONS OIL DIRTE@23.50per ton
				\$159.80	PCT#2-(6-80)TONS OIL DIRTE@23.50per ton
				\$1,244.16	PCT#3-(46-08)TONS OIL DIRTE@23-50per. ton&HAULING

Approved Disbursements

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Disbursements Made from 01/13/97 thru 01/24/97

THE SOFTWARE GROUP, INC

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
60590-AP	01/13/97	LONGVIEW GEAR & AXLE	\$180 24	\$180 24	PCT#3-UNIVERSAL JOINTS (2 FOR UNIT #315); SLIP YOKE
60591-AP	01/13/97	M R PATTON	\$75.00	\$75.00	CO CT-DETENTION HEARING/M L S 12/16/96
60592-AP	01/13/97	MAPINFO, CORP	\$797.00	\$797.00	COMPUTER-UPGRADE TO V4.1&1yr. TECH SUPPORT
60593-AP	01/13/97	MAYHAN FABRICATORS, INC	\$20 00	\$20 00	PCT#1-FLAT BAR
60594-AP	01/13/97	MICHAEL MARTIN, ATTY	\$250 00	\$250 00	D CT-CAUSE#10,597 GLEEVIE BROWN JR 12/17/96
60595-AP	01/13/97	MIDCO OF EAST TEXAS	\$104.52	\$104.52	PCT#3-CABLES FOR PATCH TRUCK(UNIT#313)
60596-AP	01/13/97	MILTON WYLIE	\$367.28	\$367.28	ISP-REIMBURSE/426mi@.28;MEALS 12/96
60597-AP	01/13/97	MONTE ALLEN	\$720 00	\$720 00	PCT#3-(360)yds GRAVEL@2.00per.yd
60598-AP	01/13/97	NATIONAL FAMILY CARE	\$172.05	\$172.05	ID#3152 DEC '96 PAYROLL DEDUCTIONS
60599-AP	01/13/97	NATIONSBANK OF DELAWARE, N A	\$366 34	\$37 71 \$328.63	ISP-ACCT#1459/DEC. 15 '96 BILLING SUP&CCR-ACCT#1155-1155/DEC. 24 '96 BILLING
60600-AP	01/13/97	DAKERSON, ARNOLD, WALKER&CO	\$7,950 00	\$5,800 00 \$650.00 \$1,500.00	NON DEPT-AUDIT FOR END OF YR. 9/30/96 JUV. PROB-AUDIT FOR END OF YR 8/31/96 SUP-AUDIT FOR YR ENDING 8/31/96
60601-AP	01/13/97	DTIS ELEVATOR COMPANY	\$170.51	\$170.51	TY7B7748EC96/ELEVATOR MAINT-1/01-31/97
60602-AP	01/13/97	P & P AND ASSOCIATES	\$50 20	\$50 20	NON DEPT-(2)IBM TYPEWRITER/MAINT 12/13-3/31/97
60603-AP	01/13/97	PATHOLOGY ASSOC.	\$15.00	\$15.00	ISP-ACCT#138233/OCT 17 '96
60604-AP	01/13/97	PDR	\$69 20	\$69.20	CO JAIL-96 PDR(DEC 95)
60605-AP	01/13/97	PEGUES - HURST MOTOR CO	\$35.46	\$15.48 \$19.98	PCT#1-BRAKE PARTS PCT#1-THERMOSTAT; GASKET
60606-AP	01/13/97	PENWORTHY/MEDIA SOURCE	\$95.98	\$95.98	CO-LIB-6 BOOKS; SHIPPING
60607-AP	01/13/97	PRITCHETT WATER SUPPLY CORP	\$16 33	\$16.33	PCT#1-ACCT#1406/DEC. 27 '96 BILLING
60608-AP	01/13/97	PRO-MED OFFICE SYSTEMS	\$21.90	\$10 95 \$10 95	D A-(3)bx. '97 YR. LABELS D. CLK-(3)bx. '97 YEAR LABELS
60609-AP	01/13/97	PROFESSIONAL FOOD SYSTEMS	\$508 55	\$303 65 \$204.90	CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/ASSORTED FOODS
60610-AP	01/13/97	PROFESSIONAL TECHNICAL ASSIS	\$936 00	\$636.00	CO 8-(1)VERTEX VX 10VC PORTABLE RADIO

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THE SOFTWARE GROUP, INC.

Disbursements Made from 01/13/97 thru 01/24/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$300.00	PCT#4-(1)USED-MIDLAND-RADIO
60611-AP	01/13/97	GUILL CORPORATION	\$166.44	\$166.44	JP#3-LUMBAR PUMP CHAIR; FREIGHT
60612-AP	01/13/97	R&N PAINT & BODY	\$1,828.64	\$1,678.64	D. A-(1)WINDSHIELD; INSTALL RADIO; SIREN; BATTERIES
				\$150.00	CONST#3-INSTALL LIGHTS; RADIO&SIREN
60613-AP	01/13/97	R. D. CROSS	\$33.83	\$33.83	CD 5-REIMBURSE/6meals@BUSINESS MEETING@MT-PLEASANT
60614-AP	01/13/97	RICK'S TIRE SERVICE	\$70.00	\$70.00	PCT#1-SERVICE CALL; 4 TIRE MOUNTS
60615-AP	01/13/97	ROADWAY OIL CO., INC.	\$6,138.00	\$6,138.00	PCT#4-(279)bb1s. CRUDE OIL@22.00per. bb1
60616-AP	01/13/97	RONNIE MITCHELL	\$370.60	\$370.60	JUV-PROB-REIMBURSE/1088mi@ 28ea; MEALS; BATTERIES 12/96
60617-AP	01/13/97	SHANE JACKSON	\$635.43	\$635.43	GCP-REIMBURSE/243mi@ 29ea; LODGING; AIRLINE; MEALS 12/96
60618-AP	01/13/97	SHELL OIL COMPANY	\$45.47	\$45.47	CD 5-ACCT#092821628/DEC-16/96-BILLING
60619-AP	01/13/97	SHELLEY J DAVIS, CSR	\$80.00	\$80.00	D CT-CAUSE#11,052/STATEMENT OF FACTS
60620-AP	01/13/97	SHEPARD'S/McGRAW-HILL	\$266.00	\$266.00	LAW LIB-ACCT#96 165 0000/FED. CASE NAMES CIT 5TH CIR. SUPP; U S. SUP SUP. CT. SUPP.
60621-AP	01/13/97	SKINNER RADIATOR SHOP	\$70.00	\$30.00 \$40.00	PCT#4-RADIATOR REPAIR PCT#1-CLEAN RADIATOR
60622-AP	01/13/97	SMITH OIL COMPANY	\$1,922.93	\$63.00 \$236.25 \$98.00 \$286.00 \$53.00 \$75.00 \$230.50 \$392.18	PCT#1-BATTERY; FEE PCT#4-ANTI FREEZE; CHAIN OIL PCT#1-BATTERY; FEE PCT#2-HYD OIL; GREASE; ENG ARMOUR; OIL FILTERS PCT#3-UNIT#313/BATTERY; FEE PCT#1-AIR-FILTERS; OIL; TRANS-FLUID PCT#1-DEXRON; OIL; TOWELS; HAND CLEANER; TISSUE PCT#2-HYD FLUID; ANTI. FREEZE; LIG. WRENCH; CHAIN OIL
				\$230.00 \$259.00	PCT#1-ANTI FREEZE; STARTING FLUID; DE-ICER PCT#3-OIL; BATTERY; FEE; FUEL TREATMENT; BRAKE FLUID
60623-AP	01/13/97	SOUTHWEST MENTAL	\$90.00	\$90.00	CD JAIL-EVALUTION/W L PREUNINGER
60624-AP	01/13/97	SOUTHWESTERN BELL TELEPHONE	\$131.27	\$127.97 \$3.30	TELE COMM&SUP-#665-3909/DEC 15'96 BILLING D CT-#214-106-2236/JAN 1'97 BILLING
60625-AP	01/13/97	SOUTHWESTERN ELECTRIC POWER	\$1,332.13	\$1,225.74	CD CTH-ACCT#5674/JAN 8'97 BILLING

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

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Disbursements Made from 01/13/97 thru 01/24/97

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THE SOFTWARE GROUP, INC

Check #...	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$106.39	CO-CTH-ACCT#1673/ST-LIGHTS JAN-8'97 BILLING
60626-AP	01/13/97	SPRINT	\$1.32	\$1.32	JUV PROB-ACCT#131782320/DEC 18'96 BILLING
60627-AP	01/13/97	STANLEY INDUSTRIAL TIRES	\$107.50	\$107.50	PCT#3-CUST#7345822/SERVICE CALL; FLAT REPAIR ON JOHN DEER
60628-AP	01/13/97	STEELMAN'S UPHOLSTERY	\$195.00	\$65.00 \$130.00	PCT#4-SEAT REPAIR ON 920 CAT LOADER PCT#4-SEAT REPAIR
60629-AP	01/13/97	STEWART INSURANCE AGENCY	\$200.00	\$50.00 \$50.00 \$50.00 \$50.00	CONST#4-DEPUTY CONSTABLE BOND 8/26/96 CONST#3-ROLAN CORLEY CONSTABLE BOND 12/96 CONST#4-DEPUTY CONSTABLE HENRY M. KUZA II CONST#4-DEPUTY CONSTABLE BOND/LARRY SEWELL 1/1/97
60630-AP	01/13/97	SYSCO FOOD SYSTEMS, INC	\$846.10	\$393.08 \$238.93 \$214.09	CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS CO-JAIL-CUST#288639/ASSORTED SERVICE
60631-AP	01/13/97	T M LUMBER CO., INC.	\$8.39	\$8.39	PCT#2-GUIKRETE/ELECT. TAPE
60632-AP	01/13/97	T'S LIQUOR	\$139.30	\$34.00 \$56.88 \$48.42	D A-ANITA MCHORTER/HOT CK RESTITUTION D A-MILDRED ELLIOT/HOT CK RESTITUTION D A-STEVE DILTZ/HOT CK RESTITUTION
60633-AP	01/13/97	TELETOUCH CORPORATION	\$36.22	\$36.22	JUV PROB-ACCT#3062748/JAN 1-MAR. 31'97 PAGER
60634-AP	01/13/97	TEXAS ASSOC. DISTRICT JUDGES	\$10.00	\$10.00	D. CT-MEMBERSHIP DUES 1997/LAUREN PARISH
60635-AP	01/13/97	TEXAS COUNTY PRINTING	\$410.62	\$410.62	D. CLK-DIVORCE MINUTE BOOK; EXTRA FILLER PAPER; SHIPPING
60636-AP	01/13/97	TEXAS DEPARTMENT OF PUBLIC S	\$6.00	\$6.00	D.A-(1)TEXAS TRAFFIC LAW
60637-AP	01/13/97	TEXAS DEPT. OF CORRECTIONS	\$375.00	\$375.00	CO JAIL-(25)dz WHITE TOWELS
60638-AP	01/13/97	TEXAS DIST.&CO ATTY. ASSOC.	\$25.00	\$25.00	D.A-BARBARA L. MOORE/ANNUAL DUES 1/97-1/98
60639-AP	01/13/97	TEXAS FIREHAWK	\$375.30	\$95.00 \$171.95 \$24.75 \$72.60 \$11.00	CO-MAINT-(3)FUSIBLE-LINKS-VENTHOOD FIRE SYSTEM CHECKED CO CTH-ANNUAL INSPECTION/FIRE EXTIN CO-LIB-(9)ANNUAL INSPECTION/FIRE EXTING. J CTR-(21)FIRE INSPECTION/FIRE EXTING ROCK. BLDG-(4)FIRE INSPECTION/FIRE EXTING
60640-AP	01/13/97	TEXAS LAWYERS INSURANCE EXCH	\$1,300.00	\$1,300.00	NON DEPT-JUDGE PARISH/LIAB. INS RENEWAL 2/6/97-2/6/98
60641-AP	01/13/97	THE GILMER MIRROR	\$734.83	\$27.20	CO AUD-BUSINESS CARDS

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Approved Disbursements

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THE SOFTWARE GROUP, INC

Disbursements Made from 01/13/97 thru 01/24/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$12.70	CO-AUD-DIFFERENCE-ON-BUSINESS-CARDS
				\$165.38	COMM CT-NOTICE OF GENERAL ELECTION
				\$15.00	D A-OFFICE SUPPLIES
				\$27.20	D-A-(500)BUSINESS-CARDS/LINOLE
				\$61.20	COMM CT-PUBLIC NOTICE/COPIER
				\$27.60	COMM CT-PUBLIC NOTICE/SALE AUTO
				\$232.25	JP#2-3500-FINE-SHEETS
				\$4.10	CO S-2 BTL INK
				\$54.00	COMM CT-PUBLIC NOTICE/SALE CADILLAC
				\$88.20	COMM-CT-PUBLIC-NOTICE-DESKTOP-COPIER
				\$20.00	CO JAIL-BINDERS
60642-AP	01/13/97	THE RAILROAD YARD, INC.	\$2,492.00	\$2,492.00	PCT#1-(1)6'x28' TANK CAR
60643-AP	01/13/97	THE SOFTWARE GROUP, INC.	\$123.70	\$123.70	CO TREAS-(150)1099 FORMS(650)W-2 FORMS
60644-AP	01/13/97	THIS WAY SIGN	\$146.35	\$146.35	PCT#1-SIGNS/HUMMINGBIRD RD; DEAD END; CHILDREN PLAYING
60645-AP	01/13/97	TIM CONE	\$4.01	\$4.01	NON DEPT-REIMBURSE/POSTAGE
60646-AP	01/13/97	TODD PARISH	\$251.40	\$251.40	WASTE-GRANT-REIMBURSE/432mi@-29; LODGING; MEALS (ENVIR TRAINING@SHERMAN, TX)
60647-AP	01/13/97	TRANSPORT LIFE INSURANCE COM	\$305.85	\$305.85	GROUP K44/DEC '96-PAYROLL DEDUCTIONS
60648-AP	01/13/97	TRAVIS HATHCOCK	\$75.00	\$75.00	PCT#3-(75) yds SAND@ \$1.00 per. yd
60649-AP	01/13/97	TUDOR MERCANTILE CO, INC	\$7.96	\$7.96	PCT#2-(4)cans RED SPRAY PAINT
60674-AP	01/13/97	TUNE-A-CAR	\$45.00	\$45.00	PCT#1-TUNE '89 PICKUP TRUCK
60675-AP	01/13/97	TURNER BROS MORTUARY	\$2,357.57	\$2,357.57	CONST#2-DOCKET#SC-117J2-95/ROBERT MCCAIN(WRIT OF EXECUTION)
60676-AP	01/13/97	TYLER UNIFORM CO., INC	\$82.85	\$82.85	CONST#1-UNIFORM SHIRTS; C D. GOLD
60677-AP	01/13/97	UNCLE VINNIE'S PIZZERIA	\$64.00	\$64.00	D CT-JUROR MEALS 11/15&19/96
60678-AP	01/13/97	UNITED STATES POSTAL SERVICE	\$3,000.00	\$3,000.00	NON DEPT-POSTAGE-FOR METER
60679-AP	01/13/97	UPSHUR COUNTY	\$230.12	\$200.00	SUP-COMPUTER CONSULTANT/SEPT-DEC '96(KARMEN)
				\$30.12	SUP-REIMBURSE/OTE-BILLING&RECEIPT-BOOK
60680-AP	01/13/97	UPSHUR COUNTY APPRAISAL DIST	\$25,021.75	\$25,021.75	APPRL DIST-1ST QTR BUDGET ALLOCATION '96-97
60681-AP	01/13/97	UPSHUR-RURAL ELECTRIC COOP,	\$165.63	\$77.03	PCT#3-ACCT#902473306/JAN 2'97 BILLING
				\$80.95	PCT#1-ACCT#31885226/JAN 6'97 BILLING
				\$7.65	WASTE-ACCT#10793231/JAN 6'97-BILLING

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THE SOFTWARE GROUP, INC

Disbursements Made from 01/13/97 thru 01/24/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
60682-AP	01/13/97	UT HEALTH CENTER AT TYLER	\$2,158.69	\$67.00 \$16.75 \$8.11 \$419.98 \$1,646.85	IND-NEGRILL A. DOUGLAS/OFFICE VISIT 11/13/96 IND-NEGRILL A DOUGLAS/CLINIC 11/25/96 IND-NEGRILL A. DOUGLAS/MEDICAL 11/25/96 IND-NEGRILL A. DOUGLAS/MEDICAL 11/25/96 IND-NEGRILL A DOUGLAS/LAB; HOSPITAL 11/25/96
60683-AP	01/13/97	VALU-LINE	\$489.80	\$489.80	TELE COMM-ACCT#87390/JAN. 1 '97 BILLING
60684-AP	01/13/97	VARNADO FEED SERVICE	\$11.77	\$11.77	CO BLDGS-4 HAVOC; TOOL
60685-AP	01/13/97	VINGO FOODS	\$9.91	\$9.91	CO JAIL-BUTTER; MARGERIN
60686-AP	01/13/97	VINYARD'S	\$20.00	\$20.00	D.A-MELISSA BROWN/HOT CK RESTITUTION
60687-AP	01/13/97	VISA	\$361.75	\$237.60 \$186.30 \$62.15CR	CO S-ACCT#1505/NOV 4 '96 BILLING CO JAIL-ACCT#1505/DEC 3 '96 BILLING CO S-ACCT#1505/10/25/96 LA QUINTIA INSB #0330 AUSTIN, TX
60688-AP	01/13/97	W. W GRAINGER, INC	\$246.54	\$147.05 \$99.49	J CTR-(1)1/6 HP CIRC PUMP MOTOR J. CTR-(1)SEAL BEARING ASSEMBLY
60689-AP	01/13/97	WAL-MART #146	\$20.25	\$20.25	D A-DENISE MAXWELL/HOT CK RESTITUTION
60690-AP	01/13/97	WALMART STORE #146	\$318.68	\$13.87 \$86.40 \$35.83 \$56.78 \$5.88 \$49.96 \$45.92 \$24.04	JUV. PROB-ACCT#147/SEPT. 25 '96 STATEMENT D A-FILM, INDEX CARDS, CHALK; TAPE D. A-RAINSUIT, VHS CLEANER, MICROCASSETT JUV. PROB-ACCT#147/NOV. 25 '96 BILLING CO S-CONTACT PAPER CO S-ACCT#188/HEATER J. CTR-(2)ELECTRIC HEATERS/D. A 'S OFFICE CO S-ACCT#188/PHOTO PROCESSING
60691-AP	01/13/97	HANDA COSTON	\$82.18	\$46.89 \$35.29	JP#1-REIMBURSE/112.18 @ 29ea (MEALS (SCHOOL & ARRANGEMENT) JP#1-REIMBURSE/121.7 @ 29ea (INQUESTS)
60692-AP	01/13/97	WHITE SWAN, NORTH	\$781.40	\$393.90 \$387.50	CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/ASSORTED FOODS
60693-AP	01/13/97	WINN'S AUTO & TRUCK REPAIR	\$444.25	\$444.25	D A-'91 FORD/PUMP, FLUID, FILTERS, ROTOR
60694-AP	01/13/97	YORK PUMP & EQUIPMENT, INC.	\$2,048.05	\$2,002.00 \$46.05	CO BLDG-SUMP PUMP FOR BOILER ROOM CO BLDGS-FREIGHT ON PUMP
60695-AP	HC 01/14/97	GILMER NATIONAL BANK	\$132,818.28	\$132,818.28	CD#12989-PURCHASED@5.42% (63 days) TO-MATURE 3/18/97
60697-AP	HC 01/17/97	GILMER NATIONAL BANK	\$450,000.00	\$450,000.00	CD#13003-PURCHASED@5.49% (192 days) TO-MATURE 7/28/97

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THE SOFTWARE GROUP, INC.

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60732-AP	HC 01/17/97	39TH CO JUDGES & COMMISSIONERS	\$125 00	\$125.00	COMM CT-REGIST/RICK JACKSON(39TH JUDGE&COMMISSIONER CONF)
60733-AP	HC 01/24/97	ARKLA GAS	\$1,709 99	\$193 69	CD LIB-ACCT#0821335368006/JAN. 10'97 BILLING
				\$495 13	CD. CH-ACCT#0821334321006/JAN 10'97 BILLING
				\$490.33	CD. LIB-ACCT#0821335367008/JAN. 10'97 BILLING
				\$264 94	ROCK BLDO-ACCT#0821334069001/JAN. 10'97 BILLING
				\$23 08	PCT#3-ACCT#0921334261002/JAN. 13'97 BILLING
				\$231.37	BANK ANNEX-ACCT#0921336003014/JAN. 13'97 BILLING
				\$11.45	PORTER. BLDO-ACCT#0921336007007/JAN. 13'97 BILLING
Total for AP - ACCOUNTS PAYABLE			\$730,301.26		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

24 JAN 1997

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THE SOFTWARE GROUP, INC

Disbursements Made from 01/13/97 thru 01/24/97

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Check #...	HC Date	Vendor...	Check Amount	Invoice Amt	Invoice Descriptions
383-INS	HC 01/16/97	HEALTHCARE PARTNERS	\$17,634.11	\$17,634.11	GROUP UPSO1-MONTHLY COSTS 1/97
0384-INS	HC 01/16/97	HEALTHCARE PARTNERS HEALTH P	\$10,099.62	\$10,150.62	USO1/CLAIMS CUT OFF DATED 01/02/97 \$51.00CR VOIDED CHECK #101622 DATED 01/02/97 TO T. ROSS
385-INS	HC 01/16/97	BEHRENS INCORPORATED	\$2,626.43	\$975.00	GROUP#160; PAYMENT REGISTER DATED 01/03/97
				\$1,651.43	GROUP#160; PAYMENT REGISTER DATED 01/10/97
Total for INS - INSURANCE			\$30,360.16		
Grand Total			\$760,661.42		

Charles L. Still
COUNTY JUDGE, CHARLES L. STILL

COMMISSIONER PCT01, GADDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT02, TOMMY STANLEY

Rick Jackson
COMMISSIONER PCT03, RICK JACKSON

Charles K. Thompson
COMMISSIONER PCT04, CHARLES K. THOMPSON

FILED
Rex A. Shaw
COUNTY CLERK
97 JAN 27 AM 10:23
UPSHUR COUNTY, TX

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INVESTMENT REGISTER AS OF 12/31/96

	\$ INVESTED	% RATE	MATURITY DATE	DAYS
UPSHUR COUNTY OPERATING CD#12217	200,000.00	5.22%	02/18/97	368
UPSHUR COUNTY OPERATING CD#12286	300,000.00	5.44%	03/14/97	365
UPSHUR COUNTY OPERATING CD#12353	300,000.00	5.63%	04/09/97	365
UPSHUR COUNTY OPERATING CD#12550	575,000.00	5.79%	01/06/97	181
UPSHUR COUNTY OPERATING CD#12730	700,000.00	5.68%	03/24/97	181
UPSHUR COUNTY OPERATING CD#12781	300,000.00	5.49%	04/14/97	180
UPSHUR COUNTY OPERATING CD#12825	500,000.00	5.46%	05/12/97	181
UPSHUR COUNTY OPERATING CD#12904	400,000.00	5.28%	01/31/97	52
UPSHUR COUNTY OPERATING CD#12905	500,000.00	5.28%	02/10/97	62
UPSHUR COUNTY OPERATING CD#12942	400,000.00	5.30%	02/28/97	67

TOTAL OPERATING FUND 4,175,000.00

TOTAL INVESTMENTS 5,814,628.75

	\$ INVESTED	% RATE	MATURITY DATE	DAYS
UPSHUR COUNTY PERMANENT SCHOOL CD#12824	1,016,168.84	5.46%	05/12/97	181
UPSHUR COUNTY AVAILABLE SCHOOL CD#12782	123,459.91	5.42%	01/14/97	90
TOTAL SCHOOL FUNDS		1,139,628.75		
UPSHUR COUNTY INSURANCE CD#12906	75,000.00	5.28%	02/10/97	62
UPSHUR COUNTY INSURANCE CD#12551	250,000.00	5.79%	01/06/97	181
UPSHUR COUNTY INSURANCE CD#12732	75,000.00	5.68%	03/24/97	181
UPSHUR COUNTY INSURANCE CD#12812	100,000.00	5.53%	04/29/97	180

TOTAL INSURANCE FUND 500,000.00

Vol. 417 Pg. 388

TREASURER'S MONTHLY REPORT

BY MYRA HARRIS, COUNTY TREASURER

DECEMBER 1 THROUGH DECEMBER 31, 1996

VOL 47 PG 389

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENTS	TOTAL DEPOSITS
OPERATING ACCOUNT	5,129,030.20	988,114.38	517,723.07	5,599,421.51	850,000.00	1,300,000.00	284,792.76	5,314,628.75	5,599,421.51
INSURANCE ACCOUNT	617,064.60	73,633.66	54,605.54	636,092.72	160,000.00	175,000.00	136,092.72	500,000.00	636,092.72
TOTALS	5,746,094.80	1,061,748.04	572,328.61	6,235,514.23	1,010,000.00	1,475,000.00	420,885.48	5,814,628.75	6,235,514.23

AFFIDAVIT

The above information is found to be true and correct.

Charles L. Still

 County Judge, Charles L. Still

Gaddis Lindsey

 Commissioner, Pct. 1, Gaddis Lindsey

Tommy Stanley

 Commissioner, Pct. 2, Tommy Stanley

Rick Jackson

 Commissioner, Pct. 3, Rick Jackson

 Commissioner, Pct. 4, Charles K. Thompson

INDEBTEDNESS

1991 CERTIFICATES OF OBLIGATION	1,535,000.00
ROAD & BRIDGE #2/WHEEL LOADER	23,015.83
ROAD & BRIDGE #2/TRACTOR & MOWER	10,649.35
ROAD & BRIDGE #2/TRACTOR BACKHOE	22,115.85
ROAD & BRIDGE #1/TRACTOR & MOWER	24,059.85
GILMER NATIONAL BANK PROPERTY	218,996.08
TOTAL INDEBTEDNESS	1,833,836.96

FILED
 REX A. SHAW
 COUNTY CLERK
 97 JAN 13 AM 12:06
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

(INVESTMENT REGISTER ON BACK)

Submitted under the provision of the Local Government Code Section 114.026

Myra Harris

 Myra Harris, County Treasurer

TREASURER'S QUARTERLY REPORT

BY MYRA HARRIS, COUNTY TREASURER

FROM OCTOBER 1 TO DECEMBER 31, 1996 INCLUSIVE

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	DEMAND BALANCE	INVESTMENTS	TOTAL DEPOSITS
Upshur County Operating Fund	5,642,012.96	2,302,081.66	2,344,673.11	5,599,421.51	284,792.76	5,314,628.75	5,599,421.51
Upshur County Insurance Account	658,291.58	139,602.97	161,801.83	636,092.72	136,092.72	500,000.00	636,092.72
TOTALS	6,300,304.54	2,441,684.63	2,506,474.94	6,235,514.23	420,885.48	5,814,628.75	6,235,514.23

LIST OF ALL SECURITIES AND INDEBTEDNESS

INDEBTEDNESS		C.D.'S		MATURITY DATE	DAYS	
1991 CERTIFICATED OF OBLIGATION	1,535,000.00	UPSHUR COUNTY OPERATING CD#12217	200,000.00	5.22%	02/18/97	368
ROAD & BRIDGE #2/WHEEL LOADER	23,015.83	UPSHUR COUNTY OPERATING CD#12286	300,000.00	5.44%	03/14/97	365
ROAD & BRIDGE #2/TRACTOR & MOWER	10,649.35	UPSHUR COUNTY OPERATING CD#12353	300,000.00	5.63%	04/09/97	365
ROAD & BRIDGE #2/TRACTOR BACKHOE	22,115.85	UPSHUR COUNTY OPERATING CD#12550	575,000.00	5.79%	01/06/97	181
ROAD & BRIDGE #1/TRACTOR & MOWER	24,059.85	UPSHUR COUNTY OPERATING CD#12730	700,000.00	5.68%	03/24/97	181
GILMER NATIONAL BANK PROPERTY	218,996.08	UPSHUR COUNTY OPERATING CD#12781	300,000.00	5.49%	04/14/97	180
		UPSHUR COUNTY OPERATING CD#12825	500,000.00	5.46%	05/12/97	181
		UPSHUR COUNTY OPERATING CD#12904	400,000.00	5.28%	01/31/97	52
		UPSHUR COUNTY OPERATING CD#12905	500,000.00	5.28%	02/10/97	62
		UPSHUR COUNTY OPERATING CD#12942	400,000.00	5.30%	02/28/97	67
		UPSHUR COUNTY PERMANENT SCHOOL CD#12824	1,016,168.84	5.46%	05/12/97	181
		UPSHUR COUNTY AVAILABLE SCHOOL CD#12782	123,459.91	5.42%	01/14/97	90
		UPSHUR COUNTY INSURANCE CD#12906	75,000.00	5.28%	02/10/97	62
		UPSHUR COUNTY INSURANCE CD#12551	250,000.00	5.79%	01/06/97	181
		UPSHUR COUNTY INSURANCE CD#12732	75,000.00	5.68%	03/24/97	181
		UPSHUR COUNTY INSURANCE CD#12812	100,000.00	5.53%	04/29/97	180
TOTAL INDEBTEDNESS	1,833,836.96					

TOTAL INVESTMENTS

5,814,628.75

VOL. 47 pg 390

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared MYRA HARRIS, County Treasurer of Upshur County, who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct.

Myra Harris County Treasurer

SWORN TO AND SUBSCRIBED before me this 9th day of JANUARY, 1997.

Rex Shaw, Clerk
County Court, Upshur County, Texas

BEFORE ME REX SHAW, County Clerk, Upshur County, Texas, on this day personally appeared CHARLES L. STILL, County Judge; GADDIS LINDSEY, Commissioner, Precinct No. 1; TOMMY STANLEY, Commissioner Precinct No. 2; RICK JACKSON, Commissioner No. 3; and CHARLES K. THOMPSON, Commissioner No. 4, who after being duly sworn by me under their oath, that they have examined the foregoing County Treasurer's Report, of Upshur County, Texas, and find the same to be correct to the best of their knowledge and belief.

Charles L. Still
County Judge

[Signature]
Commissioner, Precinct No. 3

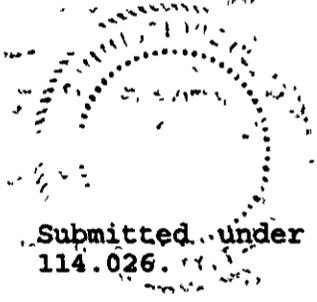
Gaddis Lindsey
Commissioner, Precinct No. 1

Charles K. Thompson
Commissioner, Precinct No. 4

Tommy Stanley
Commissioner, Precinct No. 2

SUBSCRIBED AND SWORN TO Before me, this 13th day of JANUARY, A.D. 1997.

Rex Shaw
County Clerk, Upshur County, Texas



Submitted under the provision of the Local Government Code Section 114.026.

FILED
REX A. SHAW
COUNTY CLERK
JAN 13 AM 12:06
UPS HUR COUNTY, TX.

Gilmer
Office Center

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OFFICE & COMPUTER PRODUCTS

"Xerox submits the attached quotation from an existing State of Texas Contract Award which has already gone through the State of Texas Bid and Award process for the benefit and use of all State of Texas Agencies, Local Governments, and Political Subdivisions. This pricing is subject solely to the Terms and Conditions of this State of Texas Contract and no additional Terms and Conditions can be added or deleted. Any purchase orders issued using the quotation must refer to the specific State of Texas Contract number and related Terms and Conditions, and any cooperative agreement procedures required by the State of Texas must be fulfilled."

109 SIMPSON • GILMER, TX 75644



903/843-3093 • FAX 903/843-5329

**A XEROX PROPOSAL
FOR
UPSHUR COUNTY JUDGE'S OFFICE
GILMER, TEXAS**

The Xerox 5334 ZAST Copier:

Options Included:

- | | |
|---|---|
| 32 copies per minute speed | Zoom reduction / enlargement |
| 5.5 x 8.5 - 11 x 17 copying sizes | 64%-156% zoom in 1% increments |
| Three paper trays; tray 1= 200 sheets; tray 2 = 500 sheets; tray 3 = 200 sheets | 20/bin sorter with convenience stapler |
| Automatic Two-sided copying | Automatic Document Feeder with 40 sheet capacity; speed = 32 c.p.m. |
| Automatic Document Feeder with 40 sheet capacity; speed = 32 c.p.m. | Single Sheet Speed Feeder; speed = 32 c.p.m. |
| Single Sheet Speed Feeder; speed = 32 c.p.m. | Auto Exposure Mode |
| Auto Exposure Mode | Photo Mode |
| Single sheet bypass tray | Auto reduction / enlargement |
| Guaranteed Copy Quality | Interrupt Feature |
| Worldwide Service Organization | Power Saver Mode |
| The Xerox Total Satisfaction Guarantee | |

The Xerox 5334ZAST Pricing Plans:

The Xerox Term Lease Program:

36 months \$335.28 per month .0179 per copy includes maintenance, all parts and labor, toner and the drum.

Additional Information:

- Equity accrued over the course of the term.
At the conclusion of the lease you may:
1. Purchase the machine for \$ 1,000, or;
 2. Extend the lease for an additional year, or;
 3. Have Xerox pick up the machine with no further obligation, or;
 4. Trade in for new equipment.

The State of Texas Rental Contract:

\$ 244.00 per month includes 6,000 copies per month
copies 6,001 - 20,000 @ .003 per copy
copies 20,001 + @ .011 per copy

Per copy charges includes all maintenance and supplies except paper and staples.
This is a Rental contract with a 30 day cancellation policy. It can be canceled with only a 30 day notice with no penalties.

Cash Price: \$ 10,710.00 **Maintenance: \$50.00 per month + .0179 per copy.**
Supplies other than paper and staples are included.

AFFIDAVIT TO UPSHUR COUNTY

The undersigned, hereby certifies that this company, corporation, firm, Partnership, or Individual has not prepared this Bid in collusion with any other seller, and that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent of any other seller or to any other person or persons engaged in this type of business prior to the official opening of this Bid, and further, That the Manager, Secretary of other agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas

NAME OF BIDDER TRON OFFICE SOLUTIONS

SIGNED BY: John Hanisee Account Executive
(sign name in writing) Title

ADDRESS P.O. Box 2519, MILGORE, TX 75663-2519

TELEPHONE NUMBER 9039831549 DATE DEC. 19, 1996

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority of this the 19th day of DECEMBER, 1996, personally appeared JOHN HANISEE who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed

Jan E. Stanford

SEAL



JAN E. STANFORD
Notary Public, State of Texas
My Commission Expires 08-10-98

NOTE: BIDS NOT NOTARIZED WILL NOT BE CONSIDERED
Notary Public commission expires 09/10/98



IKON Office Solutions, Inc

Hwy 31 @ I-20
P O Box 2519
Kilgore, TX 75663
Telephone 903 983 1549
Telephone 800 682 1106

PROPOSAL
TO
CHARLES STILL, COUNTY JUDGE

CANON NP-4050 COPIER (USED) WITH AUTOMATIC REVERSE
DOCUMENT FEEDER AND 20 BIN SORTER/STAPLER \$6,995 00

BID SPECIFICATIONS

COPYING PROCESS	DRY, MONOCOMPONENT (NO DEVELOPER)
ORIGINAL	BOOK/SHEET
COPY SIZES	MAXIMUM-11X17 "
	MINIMUM-4 1/8X5 7/8 (EXCEDES SPECS)
ZOOM LENS	50% TO 200% (EXCEDES SPECS)
COPYING SPEED	40 COPIES/MINUTE (EXCEDES SPECS)
DUPLEX 2 SIDED	INCLUDED
PAPER FEED	DUAL FRONT LOADING (500 SHEETS EACH)
SORTER	20 BINS/STAPLES ALSO (EXCEDES SPECS)
AUTO REVERSE	
DOCUMENT FEED	AUTOMATIC OR SEMI AUTOMATIC
	50 SHEET CAPACITY
	COPY SPEED 40 CPM (EXCEDES SPECS)

ADDITIONAL FEATURES

IMAGE OVERLAY MODE
 PHOTO MODE
 ID MODE UP TO 25 CODES
 INTERRUPT KEY
 JOB PROGRAMING (3 JOBS)
 RESET KEY
 STANDBY MODE
 MANUFACTURED BY CANON SEPTEMBER 1991/STILL A CURRENT
 MODEL

John Danisee



IKON Office Solutions, Inc.

Hwy 31 # 1-20
P O Box 2510
Kilgore, TX 75142
Telephone 940 842 1549
Telephone 800 682 1106

FILED
JEX A. SHAW
COUNTY CLERK
97 JAN 13 AM 1:08

UPSHUR COUNTY, TX.

PROPOSAL
TO
CHARLES STILL, COUNTY JUDGE
BY _____
DEPUTY

CANON NP-6030 COPIER (USED) WITH AUTOMATIC REVERSE
DOCUMENT FEEDER AND 20 BIN SORTER/STAPLER \$8,995 00

BID SPECIFICATIONS

COPYING PROCESS DRY, MONOCOMPONENT (NO DEVELOPER)
ORIGINAL: BOOK/SHEET
COPY SIZES: MAXIMUM-11X17 "
MINIMUM-4 1/8X5 7/8 (EXCEEDS SPECS)
ZOOM LENS. 49% TO 204% (EXCEEDS SPECS)
COPYING SPEED: 30 COPIES/MINUTE (DOES NOT MEET SPECS)
DUPLEX 2 SIDED: INCLUDED
PAPER FEED: DUAL FRONT LOADING (500 SHEETS EACH)
SORTER 20 BINS/STAPLER ALSO (EXCEEDS SPECS)
AUTO REVERSE
DOCUMENT FEED: AUTOMATIC OR SEMI AUTOMATIC
50 SHEET CAPACITY
COPY SPEED 30 CPM (EXCEEDS SPECS)

ADDITIONAL FEATURES

IMAGE OVERLAY MODE
PHOTO MODE
ID MODE UP TO 100 CODES
INTERUPT KEY
JOB PROGRAMING(3 JOBS)
RESET KEY
STANDBY MODE
MANUFACTURED BY CANON MARCH 1993/STILL A CURRENT
MODEL

John Danisee

Hwy 31 @ I-20
P O Box 2519
Kilgore, TX 75663
Telephone 903 983 1549
Telephone 800 682 1106

PROPOSAL
TO
CHARLES STILL, COUNTY JUDGE

NEW CANON NP-6035 COPIER WITH AUTOMATIC REVERSE DOCUMENT FEEDER AND 20 BIN SORTER/STAPLER	\$14,029.00
LESS STATE OF TEXAS DISCOUNT	<u>2,105.00</u>
TOTAL COST	\$11,924.00

BID SPECIFICATIONS

COPYING PROCESS	DRY, MONOCOMPONENT (NO DEVELOPER)
ORIGINAL	BOOK/SHEET
COPY SIZES	MAXIMUM-11X17 " MINIMUM-4 1/8X5 7/8 (EXCEEDS SPECS)
ZOOM LENS	49% TO 204% (EXCEEDS SPECS)
COPYING SPEED	35 COPIES/MINUTE
DUPLEX 2 SIDED	INCLUDED
PAPER FEED	DUAL FRONT LOADING (500 SHEETS EACH)
SORTER	20 BINS/STAPLER ALSO (EXCEEDS SPECS)
AUTO REVERSE	
DOCUMENT FEED	AUTOMATIC OR SEMI AUTOMATIC 50 SHEET CAPACITY COPY SPEED 35 CPM (EXCEEDS SPECS)

ADDITIONAL FEATURES

IMAGE OVERLAY MODE	IMAGE COMBINATION
PHOTO MODE	AUTO START
ID MODE UP TO 100 CODES	GUIDE MODE
INTERUPT KEY	MANY OTHER FEATURES
JOB PROGRAMING(3 JOBS)	
RESET KEY	
STANDBY MODE	
MANUFACTURED BY CANON DECEMBER 1996/STILL A CURRENT MODEL	

John Danisee

VOL 87 PG 038
IKON
Office Solutions

IKON Office Solutions, Inc
Hwy 31 @ I-20
P O Box 2519
Kilgore, TX 75663
Telephone 903 983 1549
Telephone 800 682 4466

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 1:08

**PROPOSAL
TO
CHARLES STILL, COUNTY JUDGE**

UPSHUR COUNTY, TX.
BY _____
DEPUTY

NEW CANON NP-6030 COPIER WITH AUTOMATIC REVERSE
DOCUMENT FEEDER AND 20 BIN SORTER/STAPLER \$13,676 00
LESS STATE OF TEXAS DISCOUNT 3,434.00
TOTAL COST \$10,242 00

BID SPECIFICATIONS

COPYING PROCESS DRY, MONOCOMPONENT (NO DEVELOPER)
ORIGINAL: BOOK/SHEET
COPY SIZES. MAXIMUM-11X17 "
MINIMUM-4 1/8X5 7/8 (EXCEDES SPECS)
ZOOM LENS 49% TO 204% (EXCEDES SPECS)
COPYING SPEED 30 COPIES/MINUTE (DOES NOT MEET SPECS)
DUPLEX 2 SIDED. INCLUDED
PAPER FEED DUAL FRONT LOADING (500 SHEETS EACH)
SORTER 20 BINS/STAPLER ALSO (EXCEDES SPECS)
AUTO REVERSE
DOCUMENT FEED: AUTOMATIC OR SEMI AUTOMATIC
50 SHEET CAPACITY
COPY SPEED 30 CPM (EXCEDES SPECS)

ADDITIONAL FEATURES

IMAGE OVERLAY MODE
PHOTO MODE
ID MODE UP TO 100 CODES
INTERUPT KEY
JOB PROGRAMING (3 JOBS)
RESET KEY
STANDBY MODE
MANUFACTURED BY CANON MARCH 1993/STILL A CURRENT
MODEL

John Dainsee

PROPOSAL
TO
CHARLES STILL, COUNTY JUDGE

SELEX 3580 COPIER (USED) WITH AUTOMATIC REVERSE
DOCUMENT FEEDER AND 20 BIN SORTER/STAPLER \$5000 00

BID SPECIFICATIONS

COPYING PROCESS DRY, MONOCOMPONENT (NO DEVELOPER)
ORIGINAL BOOK/SHEET
COPY SIZES MAXIMUM-11X17"
MINIMUM-4 1/8X5 7/8 (EXCEEDS SPECS)
ZOOM LENS 50% TO 200% (EXCEEDS SPECS)
COPYING SPEED 38 COPIES/MINUTE (EXCEEDS SPECS)
DUPLEX 2 SIDED INCLUDED
PAPER FEED DUAL FRONT LOADING (500 SHEETS EACH)
SORTER 20 BINS/STAPLES ALSO (EXCEEDS SPECS)
AUTO REVERSE
DOCUMENT FEED AUTOMATIC OR SEMI AUTOMATIC
50 SHEET CAPACITY
COPY SPEED. 38 CPM (EXCEEDS SPECS)

ADDITIONAL FEATURES

IMAGE OVERLAY MODE
PHOTO MODE
ID MODE UP TO 25 CODES
INTERUPT KEY
JOB PROGRAMING(3 JOBS)
RESET KEY
STANDBY MODE
MANUFACTURED BY CANON JANUARY 1992/STILL A CURRENT
MODEL

John Danise

VOL 417 PG 400

FILED
REX A. SHAW
COUNTY CLERK

97 JAN 13 AM 12: 02

UPSHUR COUNTY, TX.

BY _____
OF PITY



102 N Spur 63
Longview, Texas 75601

Upshur County Judge

Model: 5540	
Item	Retail Your Price
5540 Reconditioned Copier	\$9,795 \$4,995
Document Feeder	\$1,116 included
Sorter	\$1,295 included
Cabinet	\$345 included
Totals	\$12,551 \$4,995
Discount / Trade-In	60%
36- Month Lease	\$147.85
Per Copy Charge	0.0135

Note: The "Per Copy Charge" is a guaranteed cost, rather than an estimated cost. It covers all service and supplies for making black copies except for paper & staples. There is a \$20.00 monthly minimum billing

Customer Signature _____

Trent Spencer

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Toll Free 1-800-284-4270

Date: 12/20/96

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Upshur Co Judge 5540 per copy 0135

RESOLUTION RE: STATE OF TEXAS
"BLUE WARRANT" REQUIREMENTS
AND THEIR COSTS TO UPSHUR COUNTY

PROCEEDINGS BEFORE THE
COMMISSIONERS COURT
UPSHUR COUNTY, TEXAS
JANUARY 13, 1997

VOL 47 PG 401

The Commissioners Court of Upshur County, Texas, meeting in session the 13th day of January, 1997, considered the following resolution:

WHEREAS, The State of Texas issues arrest warrants ("blue warrants") for parole violators, and the Elected Sheriff of Upshur County and his Deputies are required to arrest, transport, detain, house, feed and care for these State of Texas parole violators; and

WHEREAS, The Elected Sheriff of Upshur County and his Deputies are required to detain, house, feed and care for these State of Texas parole violators for as long as 90 days; and

WHEREAS, The citizens and taxpayers of Upshur County are thereby forced to fund the arrest, transportation, detention, housing, feeding and care of these State of Texas parole violators; and

WHEREAS, This requirement to arrest, detain, house, feed and care for those State of Texas parole violators amounts to an unfunded mandate that creates a severe financial burden on the citizens of Upshur County; and

WHEREAS, The State of Texas has deemed that Upshur County is not eligible for reimbursement for the expenses incurred in the arrest, transportation, detention, housing, feeding and care of these State of Texas parole violators.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the county of Upshur, Texas hereby requests that the Legislature of The State of Texas, meeting in it's 75th session, in Austin, Texas to change the requirements to allow Upshur County to be reimbursed at the rate of \$35.00 per day for the arrest, transportation, detention, housing, feeding and care of these parole violators on behalf of the State of Texas, or allow these parole violators to be immediately placed in a state facility.

DONE, IN OPEN COURT, this the 13th day of January, 1997 upon motion by Commissioner Thompson, seconded by Commissioner Lindsay and 5 Members of the Court being present and voting "aye".

Charles J. Still
CHARLES STILL, COUNTY JUDGE

Gaddis Lindsay
GADDIS LINDSAY, COMMISSIONER
PRECINCT 1

Ricky Jackson
RICKY JACKSON, COMMISSIONER
PRECINCT 3

Tommy Stanley
TOMMY STANLEY, COMMISSIONER
PRECINCT 2

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

ATTEST:
REX SHAW, County Clerk and Ex-Officio Clerk
of the Commissioners Court of Upshur County, Texas

BY: Rex Shaw



FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 12:05
UPSHUR COUNTY, TX
DEPUTY



Upshur County Sheriff's Department

405 North Titus • Gilmer, Texas 75644 • (903) 843-2541 • FAX (903) 843-2365

R.D. "BUCK" CROSS
Sheriff

January 3, 1997

MURRAY JORDAN
Chief Deputy

TO: County Judge Charles Still
Commissioner Pct. 1 Gaddis Lindsey
Commissioner Pct. 2 Tommy Stanley
Commissioner Pct. 3 Rick Jackson
Commissioner Pct. 4 Kenny Thompson

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 10:51
UPSHUR COUNTY, TX.
BY _____
OFFICE

NANCY BETTERTON
Captain
Administrative Assistant

RE: Jail Being Overcrowded

ROBERT CROMLEY
Lieutenant
Jail Administrator

The Upshur County Jail was built in 1985 to house 70 inmates if the proper mixture of male and female inmates and high risk and low risk inmates were housed.

In 1996, the jail showed a steady increase in the number of inmates being housed.

In December, 1996, the average daily jail count was 78 with one day high of 85. This high inmate count brings a severe strain on the jail personnel. (Example: Two jail cooks prepared and served approximately 7,260 meals in December of 1996) Also, the safety of the jail personnel is at a higher risk when the jail is overcrowded.

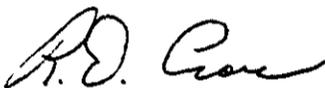
The inmate count on 01-01-97 was 84 and on 01-02-97, it was 83. On 01-01-97, the male inmates were 78 and females were 6. I expect the inmate population to continue to rise.

Some reasons for the increase in Jail population are listed below:

1. Increase in population of Upshur County in the past 12 years (Approx. 7000 to 9000)
2. The District Court, County Court, and all of the Justice of Peace Courts are hearing more criminal cases than ever before.
3. The Courts and the District Attorney are issuing more warrants.
4. The Sheriff's Department and all of the Police Agencies are doing a good job of serving warrants and arresting people.

The Texas Commission on Jail Standards will not let the Upshur County Jail operate overcrowded.

I recommend to the Commissioner's Court that they inspect the Jail and begin some plans to enlarge the Jail.



R. D. Cross
Sheriff

VOL 47 PG 404 TEXAS COMMISSION ON JAIL STANDARDS
 JAIL POPULATION REPORT

DPSHUR County

JANURAY 1, 1997
 Due 5th day of each month

	Inmates Housed in County				Local Inmates Housed Elsewhere	
	Local		Contract		M	F
	M	F	M	F		
a. Pretrial Class C Misdemeanants	5	0				
b. Pretrial Class A & B Misdemeanants	12	1				
c. Convicted Misdemeanants	6	2				
d. Felons Whose Penalty has been reduced to a Misdemeanor						
e. Bench Warrants (in-state only)	1					
f. Pretrial Felons (do not include Parole Violators and state jail felons)	36	3				
g. Technical Parole Violators or Blue Warrants	7					
h. Parole Violators with a New Charge	1					
i. Convicted Felons (include Parole Violators with a conviction, but exclude State Jail Felons)	8					
j. Federal Inmates						
k. Pretrial State Jail Felons (SJF)						
l. Convicted SJF sentenced to county jail time	3					
m. Convicted SJF sentenced to state jail time						
n. Others (specify)	3					
TOTAL	82	6				
o. Capacity (All County Facilities)					70	
p. Local "Paper-Ready" Inmates	7					

q. Specify number, type and location of inmates housed elsewhere or contract inmates you are holding

I certify that the above information is complete and accurate

R.D. Cross
 Sheriff's Signature
R.D. Cross
 Typed Name
R. Cromley
 Report Prepared by (print or type)

903-843-2541
 Phone Number
January 6, 1997
 Date
Same
 Phone Number

TEXAS COMMISSION ON JAIL STANDARDS
MONTHLY "PAPER READY" INMATE ROSTER

For the month of DECEMBER 1996
Due 5th day after the end of the
Reporting month.

UPSHUR COUNTY

D U P	Inmate's Name	State Identification Number (SID)	Date of Confinement	Date Paper Ready	Date Transferred or Released
1	FINCH, JOHNNY OTIS	04393182	061319965	11131996	12191996
2	JOHNSON, OLAN	05096298	10151996	11191996	
3	BROWN, RONALD	03648440	11271996	12101996	
4	MYERS, ROBERT	04608334	10101996	12121996	
5	KILLIAN, HOWARD	03624771	10081996	12131996	
6	REESER, MICHAEL	05319105	10211996	12131996	
7	KING, ARVIL	05009460	10151996	12191996	
8	SWAIN, MICHAEL	05230561	10301996	12191996	
9	FOSTER, VICTOR	05521446	07221996	12191996	
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

I certify that the above information is complete and accurate.

R. D. Cross
Sheriff's Signature

Date

R. D. CROSS, SHERIFF
Typed Name

903-843-2541
Telephone No.

This form should be signed by the Sheriff or by an individual authorized by the Sheriff for whom a letter is on file with the Commission.

Form JAY-2 Revised 8/84

DUPLICATE AS NECESSARY

TEXAS COMMISSION ON JAIL STANDARDS

MONTHLY EMERGENCY OVERCROWDING PAYMENT REPORT

Upshure County

For the Month of: December 1996

Part (a)
Daily "Paper Ready" Inmate Count--

Due 5th day after the end of the Reporting Month

Date	Number	Date	Number	Date	Number
1	2	11	3	21	8
2	2	12	4	22	8
3	2	13	6	23	8
4	2	14	6	24	8
5	2	15	6	25	8
6	2	16	6	26	8
7	2	17	6	27	8
8	2	18	6	28	8
9	2	19	8	29	8
10	3	20	8	30	8
				31	8
TOTAL				<i>Sum of "Paper Ready" Inmate Counts for the Month</i>	

Part (b)
During the reporting period, were there inmates for which all paper work and processing had been completed for 45 days or longer? () Yes, How Many? _____ No
On the last day of the period, how many of these are still confined? _____

Part (c)
How many inmates became Paper Ready during the Reporting Month? 7
How many inmates were released/transferred during the Reporting Month? 1

I certify that the above information is complete and accurate:

R.D. Cross
Sheriff's Signature
R.D. Cross
Typed Name
R. Cromley
Report prepared by: (print or type)

903-843-2541
Telephone Number
1-6-97
Date
SAME
Telephone Number

If not signed by the Sheriff, please submit a letter of authorization, signed by the Sheriff, indicating the names of the individuals authorized to sign.

DUPLICATE AS NEEDED

George F. Meisenheimer
1304 East Lake Dr.
Gladewater, Texas 75647
Home: 845-5734
Work: 845-2216

Leola Elder
Route 5, Box 929
Gilmer, Texas 75644
Home: 797-2883

Kent W. Abernathy
1802 W. Lake Dr.
Gladewater, Texas 75647
Home: 845-5620

Tom Davis
P. O. Box 237
Gilmer, Texas 75644

Home: 843-3245
Office: 843-5531

William Stenger
104 A Shady Grove St.
Big Sandy, Texas 75755
Home: 636-5061
Work: 636-2163

Harvey L. Rayson
Rt. 1, Box 92
Ore City, Texas 75683

Thomas W. Arnold (Foreman)
521 Kaufman St.
Gilmer, Texas 75644
Home: 843-2302
Work: 843-2302

Home: 968-6367
Office: 753-0206

Glenn Shipp
1021 Chevy Chase
Gladewater, Texas 75647

Home: 845-4806
Office: 845-3246

Barbara Fluellen
Route 6, Box 733
Gilmer, Texas

Home: 762-6626
Office: 843-3021, Ext. 128

UPSHUR COUNTY DEPOSITORY
CONTRACT AMENDMENT

WHEREAS, THE COMMISSIONERS' COURT OF UPSHUR COUNTY HAVING AN AGREEMENT SIGNED FEBRUARY 13, 1995 WITH GILMER NATIONAL BANK OF GILMER, TEXAS FOR THE COUNTY DEPOSITORY CONTRACT AS PURSUANT TO THE STATE OF TEXAS LAWS, DOES HEREBY ACKNOWLEDGE THE AMENDED LAW 116.021 OF THE TEXAS LOCAL GOVERNMENT CODE; HEREBY MOVING THE DEPOSITORY CONTRACT DATE FROM THE FIRST COMMISSIONERS COURT DATE IN FEBRUARY AFTER THE GENERAL ELECTION FOR STATE AND COUNTY OFFICERS TO THAT AS PRESCRIBED BY LAW BEING THE FIRST COMMISSIONERS COURT DATE IN MAY AFTER THE GENERAL ELECTION FOR THE STATE AND COUNTY OFFICERS;

Acts 1987 70th Leg., ch.149,; 1, eff, Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch.527,; 2, eff. Sept. 1, 1991; Acts 1995, 74th Leg., ch.65,; eff Aug. 28, 1995.

GILMER NATIONAL BANK

Paul Patterson
PRESIDENT

ATTEST:

Charles H. Hester
VICE PRESIDENT

(SEAL)

UPSHUR COUNTY

Chas. A. Miller
COUNTY JUDGE

Rev. Brown
COUNTY CLERK

Gordon Lindsey
COMMISSIONER, PRECINCT NO. 1

Tommy Stanley
COMMISSIONER, PRECINCT NO. 2

W. H. [Signature]
COMMISSIONER, PRECINCT NO. 3

Chas. R. [Signature]
COMMISSIONER, PRECINCT NO. 4

(SEAL)

BY _____
DEPUTY

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 12:05
UPSHUR COUNTY, TX.

SUBCHAPTER B ESTABLISHMENT
OF DEPOSITORY

§ 116.021. Depository and Subdepository Con-
tracts

(a) The commissioners court of a county at its May regular term immediately following each general election for state and county officers shall contract with one or more banks in the county for the deposit of the county's public funds. The county shall contract with a bank under this section for a two-year or four-year contract term.

(b) If the contract is for a four-year term, the contract shall allow the bank to establish, on the basis of negotiations with the county, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract if:

- (1) the new financial terms do not increase the prices to the county by more than 10 percent; and
- (2) the county has the option to choose to use the initial variable interest rate option or to change to the new fixed or variable interest rate options proposed by the bank.

(c) If for any reason a county depository is not selected under Subsection (a), the commissioners

7

§ 116.021

LOCAL GOVERNMENT

court, at any subsequent time after 20 days' notice, may select, by the process described by Section 116.021 or by negotiated bid, one or more depositories in the same manner as at the regular time.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, § 2, eff. Sept. 1, 1991. Acts 1995, 74th Leg., ch. 65, § 1, eff. Aug. 28, 1995.

§ 116.022. Notice

(a) Once each week for at least 20 days before the May regular term of a commissioners court at which the court will make a depository contract, the county judge shall place over the judge's name in a newspaper published in the county a notice that the commissioners court intends to make the contract. A notice shall also be posted at the courthouse door of the county.

(b) If a newspaper is not published in the county, the newspaper notice shall be placed in a newspaper published in the nearest county.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 65, § 2, eff. Aug. 28, 1995.

VOL. 471 PG. 209

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 10:51
UPSHUR COUNTY, TX.
BY _____
DEPUTY

FILED
REX A. SHAW
COUNTY CLERK

97 JAN 13 AM 10:57

UPSHUR COUNTY, TX.

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

WHEREAS, the office of the County Auditor for ~~for~~ ^{OFFICE} Upshur County, Texas has heretofore been established in conformity with law, it is the duty of the District Judge having jurisdiction in Upshur County, Texas, to appoint a County Auditor; and

WHEREAS, the compensation of the County Auditor for Upshur County, Texas, has heretofore been set by law.

NOW, therefore, I, Lauren Parish, Judge of the 115th Judicial District Court, the Court having jurisdiction in Upshur County, Texas do hereby appoint Ben Shepperd, a qualified person, as County Auditor of Upshur County, Texas; and he shall, before entering upon the duties of said office take and subscribe the oaths prescribed by law, as set forth in Section 84.007 of the Local Government Code, and enter into bond as therein provided, payable and conditioned as prescribed by law, and upon qualifying, shall hold said office and discharge the duties thereof for a two (2) year term which begins January 1, 1997, and ends December 31, 1998.

The salary for the Upshur County Auditor shall be paid in equal monthly installments at the end of each calendar month, as provided by law, and the said Ben Shepperd shall perform the duties prescribed for the office of the County Auditor and be subject to the provisions of law respecting his duties and tenure of office.

This ORDER shall be entered in the minutes of the 115th District Court of Upshur County, Texas, and 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 the appropriate order directing payment of the salary.

WITNESS MY HAND at Gilmer, Texas, this the 30th day of December, 1996.

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

FILED
In the District Court of
Upshur County, Texas
On this the 30th day of Dec 19 96
at 10:00 o'clock A. M.
Horace A. Ray, District Clerk
F. Blankenship
Deputy

RECORDED
Vol. 40 Page 853-854
Civil Minutes, Upshu. Co., Texas

VOL. 47 PG. 412

County Upshur FILED
CSJ 919-02-021 REX A. SHAW
Project BR 97()OX COUNTY CLERK
Road/Street CR 451 97 JAN 13 PM 1:28
NBI Structure No. AA0451001 UPCHUR COUNTY, TX.
Local Designation No. BY
BY PHITY

CONSTRUCTION AND MAINTENANCE

AGREEMENT

FOR BRIDGE REPLACEMENT OR REHABILITATION

OFF THE STATE SYSTEM

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the STATE, and Upshur County, a political subdivision of this state, or a special district that has the authority to finance a highway improvement project, acting by and through its Commissioners Court, hereinafter called the LOCAL GOVERNMENT.

WITNESSETH

WHEREAS, Title 23, United States Code, authorizes federal funds to assist local governments in the replacement or rehabilitation of functionally or structurally deficient bridges located on a public road or street within its jurisdiction; and,

WHEREAS, the State, acting by and through the Texas Transportation Commission, has approved a program of work for Off-State-System Federal-Aid Bridge Replacement and Rehabilitation; and,

WHEREAS, the Local Government owns a bridge located on a public road or street located at Ballard Branch on CR 451; and,

WHEREAS, said bridge is included in the currently approved program of projects as authorized by Commission Minute Order Number 106940 dated September 26, 1996, and the State and the Local Government mutually agree to effectuate the project;

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the State and the Local Government do agree as follows.

Article 1. Contract Period

This agreement becomes effective upon the date of execution by the party whose signing constitutes final and full execution and shall terminate when the work has been completed or as provided in Article 10. "Termination".

Article 2. Right of Entry

The Local Government hereby authorizes the State, its consultant, contractor, or other designated representative to enter the site of said bridge and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

Article 3. Utility Adjustments and Right of Way

The Local Government shall provide, at no cost to the State or Federal government, the necessary adjustment of any and all utilities and services, whether publicly or privately held, as may be necessary to permit the work authorized herein. Activities associated with relocation and installation of existing utilities shall be coordinated with and carried out in a manner that does not conflict with the requirements of the State.

The Local Government further agrees to acquire, at no cost to the State or Federal Government, any additional right of way, if required.

Article 4. Project Funding

Subject to Article 3. and other provisions as follows, the general funding formula for these projects involves funding by the Federal Government (80% of the cost), the State (10%), and the Local Government (10%). The State assumes no liability for any costs except as authorized herein.

The Local Government agrees to pay the State (1) 10% of preliminary engineering costs incurred by the State, (2) 10% of the actual cost of construction, construction engineering and contingency, (3) 100% of any project cost item or portion of a cost item that is not eligible for the federal participation, and (4) the State's indirect costs based on the Local Government's entire participation in the project.

A. Indirect Costs - Texas Government Code, Chapter 2106, requires the State to recover indirect costs associated with this agreement. The indirect costs shall be calculated based

on prevailing rates as determined through the Texas Department of Transportation's Indirect Cost Recovery Program.

B. Preliminary Engineering Costs - The State will document its costs incurred for preliminary engineering and shall notify the Local Government of these costs when submitting notice pursuant to Article 4(D) and/or 4(E) below.

C. Construction Costs - The actual construction cost includes the amount of the contract awarded to a contractor based upon the low bid, any supplements made thereto during the duration of the project, and construction engineering and contingencies.

D. Payments - Thirty days after signing this agreement and thirty days before beginning the preliminary engineering work, the State shall notify the Local Government of payment due in an amount equal to 10% of the estimated cost of project preliminary engineering and the State's indirect cost on this amount. Forty-five days prior to the State's scheduled date for the contract letting, the Local Government agrees to pay to the State an amount equal to the remainder of the Local Government's agreed upon participation in the project including indirect costs on that remaining participation.

Subject to Texas law, the Local Government shall promptly and faithfully provide payment of the required funds. The department will not pay interest on the funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the state treasury.

E. Interim and Final Accounting - If during the course, at termination or at the completion of the project it is found that the amount received is insufficient to pay the Local Government's agreed upon participation, the State shall immediately notify the Local Government who shall promptly, to the extent permitted by Texas law, transmit the required amount to the State.

At the completion of the project, the State shall use generally accepted accounting procedures to determine the actual cost of the project. Excess funds paid by the Local Government will be returned. Accounting records will be available at reasonable times at the office of the State for inspection by the Local Government. The State will provide not more than four copies of the records when requested by the Local Government.

F. Costs at Termination - If after full execution of this agreement the project is terminated at the request of the Local Government, the Local Government shall be responsible for all (100%) expenses incurred for the project, including indirect costs.

G. Estimate of Project Cost - An estimate of the cost of the project that may be very tentative and made prior to the usual preliminary engineering phase of a project is provided in Exhibit A of this agreement. Neither the estimate provided in Exhibit A or

any other estimate of cost provided by the State, shall limit the Local Government's obligations set out in provisions of this agreement.

Article 5. Project Administration and Accomplishment of Work

The State shall use its own forces to provide or shall contract for the following:

- A. Prepare the construction plans, specifications and estimates (PS&E). At the beginning of the construction stage, the construction plans shall be attached hereto, labeled Exhibit B, Project Plans, and made a part hereof.
- B. Coordinate with the Local Government during plan preparation and have the Local Government indicate approval of the project plans by signing the title sheet.
- C. Advertise for bids and award the contract.
- D. Supervise the work as required by the construction plans and specifications
- E. Final inspection and acceptance of the completed project.

Article 6. Review of Plans by the Local Government

The Local Government shall provide prompt review of the construction plans when requested by the State. No review shall unduly delay the progress of the project.

Article 7. Local Government Acknowledgment

The Local Government acknowledges that it is not an agent, servant, or employee of the State and further acknowledges full and complete responsibility for its own acts and deeds and for those of its agents or employees during the performance of the work authorized in this contract.

Article 8. Maintenance

After the project has been completed, the Local Government shall accept full ownership and operate and maintain the facility authorized by the agreement for the benefit of and at no charge to the public. This covenant shall survive the completion of construction and termination of this agreement.

Article 9. Sole Agreement

This agreement constitutes the sole agreement between the State and the Local Government concerning this project. Any prior agreement, either written or oral, respecting this project is hereby superseded.

Article 10. Termination

This agreement may be terminated before the project is completed by mutual written consent of both parties with financial responsibilities carried out as assigned in Article 4, Project Funding.

Article 11. Notices

All notices to either party under this agreement shall be delivered personally one to the other or sent by mail or courier, postage pre-paid, to the addresses shown on the signature page of this agreement.

Article 12. Ownership of Documents

Upon completion of the project, all documents prepared by the State shall remain the State's property. The Local Government shall have unlimited and unrestricted use of the documents.

Article 13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement.

Article 14. Legal Construction

In the event that one or more of the provisions of this agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 15. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed duplicate counterparts to effectuate these agreements.

THE LOCAL GOVERNMENT Upshur County
(Name)

BY Charles L. Still DATE 1-13-97
(Signature)

Charles L. Still, Upshur County Judge
Typed Name and Title of Signatory

Under authority of Resolution/Ordinance Number Commissioners Court Dated 1-13-97

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission under authority of Minute Order 100002 for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved by the Texas Transportation Commission.

By _____ DATE _____
Robert L. Wilson, P.E., Director, Design Division

For the purposes of this agreement, notices shall be deemed delivered when addressed and mailed to the following:

The Local Government:

Upshur County Judge
P. O. Box 790
Gilmer, Tx. 75644

Texas Department of Transportation District Office:

District Engineer
P. O. Box 1210
Atlanta, Tx. 75551

County Upshur
 CSJ 919-2-21
 Project BR 97() OX
 Road/Street CR 451
 NBI Structure No. AA0451001
 Local Designation No. _____
 Date of Agreement Execution by Local Government _____

**EXHIBIT A TO
 CONSTRUCTION AND MAINTENANCE
 AGREEMENT
 FOR BRIDGE REPLACEMENT OR REHABILITATION
 OFF THE STATE SYSTEM - TENTATIVE ESTIMATE OF COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	\$14,000	
Indirect Costs on PE	1,000	
PE Costs Plus Indirect Costs	◆ \$15,000	
Ten (10) Percent Local Government Participation in the Sum of PE Plus Indirect Costs on PE (1st payment)		\$1,500
Construction	\$55,000	
Engineering and Contingency (E&C)	7,000	
Construction Plus E&C	62,000	
Indirect Costs on the Sum of Construction and E&C	4,400	
The Sum of Construction, E&C and Attendant Indirect Costs	◆ \$66,400	
Ten (10) Percent Local Government Participation in the Sum of Construction, E&C and Attendant Indirect Costs (2nd payment)		\$6,700
Total Local Government Participation		\$8,200
Total Project Cost (Direct and Indirect Costs)	◆◆ \$81,400	

DEPUTATION

FILED
REX A. SHAW
COUNTY CLERK

97 JAN 13 AM 12:01

UPSHUR COUNTY, TX.

THE STATE OF TEXAS

County of Upshur

I, Michael L. Smith

BY

Tax Assessor-Collector of the County of Upshur and State of Texas, having

full confidence in CHRISTIE HALLMAN of said County and State, do hereby with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint HER, the said CHRISTIE HALLMAN my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Tax Assessor-Collector of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 31st day of December 1996

Michael L. Smith

of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur

BEFORE ME, The Honorable Charles Still

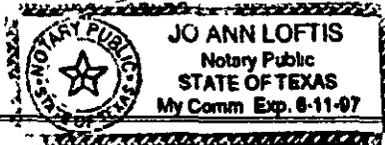
County Judge in and for Upshur County, Texas,

on this day personally appeared Michael L. Smith Tax Assessor-Collector

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

GIVEN under my hand and seal of office at Upshur County Courthouse, Gilmer, Texas

this 31st day of December 1996



Jo Ann Loftis

OATH OF OFFICE

I, CHRISTIE HALLMAN do solemnly

swear (or affirm) that I will faithfully execute the duties of the office of Deputy Tax Assessor-Collector of the State of Texas,

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

Christie Hallman

Subscribed and sworn to before me, this 31st day of December 1996

Charles L. Still
Upshur County Judge

NOT FILED PG 111

VOL. 47 PG 420

DEPUTATION LED
REX A. SHAW
COUNTY CLERK

THE STATE OF TEXAS

97 JAN 13 AM 12:01

County of Upshur

UPSHUR COUNTY, TX
BY I, Micheal L. Smith

Tax Assessor-Collector of the County of Upshur and State of Texas, having full confidence in BARBARA HOLLOWAY of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint HER, the said BARBARA HOLLOWAY my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Tax Assessor-Collector of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 31st day of December 1996

Micheal L. Smith
of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur

BEFORE ME, The Honorable Charles Still

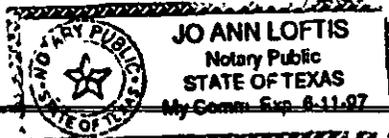
County Judge in and for Upshur County, Texas,

on this day personally appeared Micheal L. Smith Tax Assessor-Collector

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

GIVEN under my hand and seal of office at Upshur County Courthouse, Gilmer, Texas

this 31st day of December 1996



Jo Ann Loftis

OATH OF OFFICE

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

Barbara Holloway

Subscribed and sworn to before me, this 31st day of December 1996

Charles Still

County Judge

DEPUTATION
FILED
REX V. SNOW VOL. 47
COUNTY CLERK PG 421

THE STATE OF TEXAS

97 JAN 13 AM 12:01

County of Upshur

UPSHUR COUNTY, TX.
I, Michael L. Smith

Tax Assessor-Collector of the County of Upshur DEPUTY and State of Texas, having full confidence in DICKSIE MANNING of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint DICKSIE MANNING my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Tax Assessor-Collector of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 31st day of December 1996

Michael L. Smith

of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur

BEFORE ME, The Honorable Charles Still

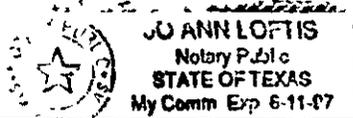
County Judge in and for Upshur County, Texas,

on this day personally appeared Michael L. Smith Tax Assessor-Collector

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

GIVEN under my hand and seal of office at Upshur County Courthouse, Gilmer, Texas

this 31st day of December 1996



Jo Ann Loftis

OATH OF OFFICE

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

Dicksie Manning

Subscribed and sworn to before me, this 31st day of December 1996

Charles Still

County Judge

VOL. 47 PG 422

DEPUTATION

FILED
REX A. SHAW
COUNTY CLERK

97 JAN 13 AM 12:01

UPSHUR COUNTY, TX.

THE STATE OF TEXAS

County of Upshur

BY I, Micheal L. Smith

Tax Assessor-Collector of the County of Upshur and State of Texas, having

full confidence in PATSY FAILS of said County and State, do hereby,

with the consent of the Honorable Commissioners' Court of Upshur County, nominate

and appoint PATSY FAILS my true and

lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the

office of said Tax Assessor-Collector of said County and State, hereby

ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 31st day of December 1996

Micheal L. Smith

of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur

BEFORE ME, The Honorable Charles Still

County Judge in and for Upshur County, Texas,

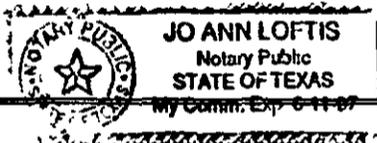
on this day personally appeared Micheal L. Smith Tax Assessor-Collector

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

GIVEN under my hand and seal of office at Upshur County Courthouse, Gilmer, Texas

this 31st day of December 1996

Jo Ann Loftis



OATH OF OFFICE

I, PATSY FAILS do solemnly

swear (or affirm) that I will faithfully execute the duties of the office of Deputy Tax Assessor-Collector

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

Patsy Fails

Subscribed and sworn to before me, this 31st day of December 1996

Charles Still

County Judge

DEPUTATION

VOL 47 PG 423

FILED
REX A. SHAW
COUNTY CLERK

THE STATE OF TEXAS

97 JAN 13 AM 12:01

County of Upshur

I, Michael L. Smith
of said County, TX.

Tax Assessor-Collector of the County of Upshur by _____ and State of Texas, having full confidence in PAULA AILEEN GENTRY of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint HER, the said PAULA AILEEN GENTRY my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Tax Assessor-Collector of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 31st day of December 1996

Michael L. Smith

of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur

BEFORE ME, The Honorable Charles Still

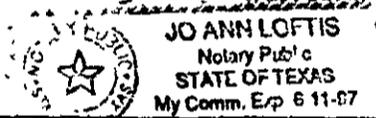
County Judge in and for Upshur County, Texas,

on this day personally appeared Michael L. Smith Tax Assessor-Collector

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

GIVEN under my hand and seal of office at Upshur County Courthouse, Gilmer, Texas

this 31st day of December 1996



Jo Ann Loftis

OATH OF OFFICE

I, PAULA AILEEN GENTRY do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy Tax Assessor-Collector of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Paula Aileen Gentry

Subscribed and sworn to before me, this 31st day of December 1996

Charles Still

County Judge

VOL 47 PG 424

DEPUTATION FILED
REX A. SHAW
COUNTY CLERK

THE STATE OF TEXAS

97 JAN 13 AM 12:01

County of Upshur

UPSHUR COUNTY, TX.

I, Michael L. Smith

BY _____

Tax Assessor-Collector _____ of the County of Upshur and State of Texas, having full confidence in SHERRY DAVIS of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint HER, the said SHERRY DAVIS my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Tax Assessor-Collector of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 31st day of December 1996

Michael L. Smith
of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur

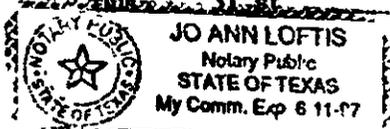
BEFORE ME, The Honorable Charles Still

County Judge in and for Upshur County, Texas,

on this day personally appeared Michael L. Smith Tax Assessor-Collector known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Upshur County Courthouse, Gilmer, Texas

this 31st day of December 1996



Jo Ann Loftis

OATH OF OFFICE

I, SHERRY DAVIS do solemnly

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

Sherry Davis

Subscribed and sworn to before me, this 31st day of December 1996

Charles L. Still
County Judge

DEPUTATION

VOL 47 PG 425

FILED
REX T. BRAWLEY
COUNTY CLERK

THE STATE OF TEXAS

97 JAN 13 AM 12:02

UPSHUR COUNTY, TX.

Micheal L. Smith

DEPUTY

County of Upshur

Tax Assessor-Collector of the County of Upshur and State of Texas, having full confidence in TERRI WEBB of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint HER, the said TERRI WEBB my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Tax Assessor-Collector of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 31st day of December 1996

Micheal L. Smith

of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur

BEFORE ME, The Honorable Charles Still

County Judge in and for Upshur County, Texas,

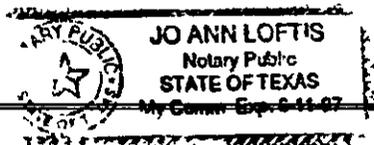
on this day personally appeared Micheal L. Smith Tax Assessor-Collector

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

GIVEN under my hand and seal of office at Upshur County Courthouse, Gilmer, Texas

this 31st day of December 1996

Jo Ann Loftis



OATH OF OFFICE

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

Terri Webb

Subscribed and sworn to before me, this 31st day of December 1996

Charles Still

County Judge

VOL 47 PG 426 DEPUTATION

FILED
REX A. SHAW
COUNTY CLERK

97 JAN 13 AM 12:02

UPSHUR COUNTY, TX

THE STATE OF TEXAS

County of Upshur

I, Michael L. Smith

Tax Assessor-Collector of the County of Upshur and State of Texas, having full confidence in LAVADA DAVIS (MYRGITT) of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint Her, the said LAVADA DAVIS MYRGITT my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Tax Assessor-Collector of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 31st day of December 1996

Michael L. Smith

of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur

BEFORE ME, The Honorable Charles Still

County Judge in and for Upshur County, Texas,

on this day personally appeared Michael L. Smith Tax Assessor-Collector

known to me to be

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

GIVEN under my hand and seal of office at Upshur County Courthouse, Gilmer, Texas

this 31st day of December 1996



JO ANN LOFTIS
Notary Public
STATE OF TEXAS
My Comm Exp 6-11-07

Jo Ann Loftis

OATH OF OFFICE

I, LAVADA DAVIS (MYRGITT) do solemnly

swear (or affirm) that I will faithfully execute the duties of the office of Deputy Tax Assessor-Collector of the State of Texas,

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

Lavada Davis

Subscribed and sworn to before me, this 31st day of December 1996

Charles F. Still
County Judge

DEPUTATION

FILED VOL 47 PG 427
REX A. SHAW
COUNTY CLERK

THE STATE OF TEXAS

97 JAN 13 AM 12: 02

County of Upshur

UPSHUR COUNTY, TX.
I, Michael L. Smith

Tax Assessor-Collector _____ of the County of Upshur BY _____ DEPUTY and State of Texas, having full confidence in WANDA LYNN HUTCHINS of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint HER, the said WANDA LYNN HUTCHINS my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Tax Assessor-Collector of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 31st day of December, 1996

Michael L. Smith

of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur

BEFORE ME, The Honorable Charles Still

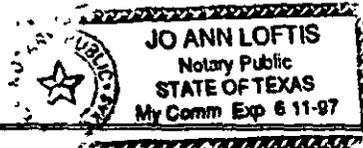
County Judge in and for Upshur County, Texas,

on this day personally appeared Michael L. Smith Tax Assessor-Collector

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

GIVEN under my hand and seal of office at Upshur County Courthouse, Gilmer, Texas

this 31st day of December, 1996



Jo Ann Loftis

OATH OF OFFICE

I, WANDA LYNN HUTCHINS do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy Tax Assessor-Collector of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Wanda L. Hutchins

Subscribed and sworn to before me, this 31st day of December, 1996

Charles Still
County Judge

VOL. 47 PG. 428 DEPUTATION

FILED
REX A. SHAW
COUNTY CLERK

97 JAN 13 AM 12:02

UPSHUR COUNTY, TX.

THE STATE OF TEXAS

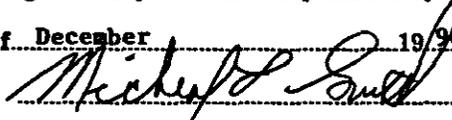
County of Upshur

I, Michael L. Smith

BY

Tax Assessor-Collector of the County of Upshur and State of Texas, having full confidence in HANNAH SUZANNE JAMISON of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint HER, the said HANNAH SUZANNE JAMISON my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Tax Assessor-Collector of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 31st day of December 1996



of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur

BEFORE ME, The Honorable Charles Still

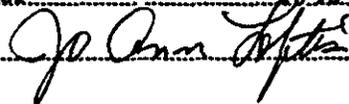
County Judge in and for Upshur County, Texas,

on this day personally appeared Michael L. Smith Tax Assessor-Collector

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

GIVEN under my hand and seal of office at Upshur County Courthouse, Gilmer, Texas

this 31st day of December 1996



OATH OF OFFICE

I, HANNAH SUZANNE JAMISON do solemnly

swear (or affirm) that I will faithfully execute the duties of the office of Deputy Tax Assessor-Collector of the State of Texas,

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



Subscribed and sworn to before me, this 31st day of December 1996



County Judge

MEMO

DATE: DECEMBER 27, 1996
TO: COMMISSIONER'S COURT
Upshur County, Texas
FROM: TIM CONE
Criminal District Attorney
SUBJECT: EAST TEXAS VACATION GUIDE

VOL 47 PG 429

Regarding your memo of October 11, 1996, you had asked about the financial assistance for advertising in the East Texas Vacation Guide. It is alright if you want to do it. Also, I am sorry it took so long for this answer.

Thank you for your cooperation and attention.

Sincerely,



TIM CONE

TC/mb

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 10:57
UPSHUR COUNTY, TX.
BY _____
RECEIVED

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 12:01
UPONOR COUNTY, TX.
BY _____
FFPHTY

221 Buffalo
Phone (903) 843-2413
Fax (903) 843-3759

P.O. Box 854
Gilmer, Texas 75644-0854



OCTOBER 11 19 96

CITY OF GILMER
% JAN STANFORD

PO BOX 760

GILMER TX 75644

STATEMENT

*Please sign
Contract +
return.
Thank You*

AD IN THE NORTH EAST TEXAS MAP.	\$200.00
AD IN THE 34th EAST TEXAS VACATION GUIDE	<u>773.50</u>
YULEFEST DECORATIONS	2000.00
	<u>\$2973.50</u>
<i>Thank You!</i>	

Your continued financial support assures the effectiveness of your Chamber of Commerce. This is the only organization through which business leaders may create a more favorable economic climate. Your support to the Chamber of Commerce is an investment in the future of this area.

Membership dues paid to the Chamber of Commerce may be tax deductible to your company as an ordinary and necessary business expense. Dues paid to the Chamber are not a charitable tax deduction.

EAST TEXAS TOURISM ASSOCIATION
 400 North Center, P.O. Box 1592, Longview TX 75606

1996-97 OFFICIAL CONTRACT

Sold to <u>City of Gilmer</u>	Ship to.
Address: <u>PO Box 760</u>	Address
City <u>Gilmer</u> State <u>Tx</u> Zip <u>75644</u>	City. State Zip
Attn <u>Scott Thompson</u> Title <u>City Mgr</u>	Attn. Title
Phone <u>843-2552</u>	Phone.

1. VACATION GUIDE AD: Size _____ No of Colors _____ Cost \$ _____ No. of Extra Photos @ \$110 ea _____ \$ _____
 New ad Pickup Pickup with changes Art furnished, camera-ready
 Final Negatives furnished ETTA to do art ETTA to do photography
 LISTINGS (Lodging; Dining, etc.) \$289.00 (includes listings on map & www.etta.com) \$ _____
 Payment terms 50% due within 30 days after receipt of contract. Balance on publication. Listings payment in full with contract

2. HERITAGE TRAIL FUN MAP AD: Listing free with ad in Guide. Photo/ad spaces begin at \$600, Full photo \$1,980. Other sizes, prices \$ _____
 Payment terms. 50% on contract, balance on publication

3. EAST TEXAS GROUP TOUR MANUAL AD: Size _____ No. Colors _____ Cost \$ _____
 New ad Pickup Pickup w/changes Art furnished, camera-ready
 Final Negative furnished ETTA to do art ETTA to do photography
 Listings in Manual, Guide, Map (Lodging, Dining, Attractions, etc.) \$433.00
 Display ad payment terms 50% due within 30 days after receipt of contract.
 Balance on publication. Listings: payment in full with contract.

4. INTERNET (<http://www.etta.com>): Listings of name, address, phone number of Guide and Tour Manual advertisers on the ETTA Home Page at --
 Additional opportunities for photos, graphics, maps, more text available to you at additional cost on your own storefront in our ETTA Home Page Mail Separate rate sheet and contract to come.

FILED
 REX A. STANW
 COUNTY CLERK
 97 JAN 13 AM 8:01
 \$70 CHARGE
 BY
 1 PRINT

Contract Authorized by X _____ TOTAL BASE COST \$ 772.50
 Date X _____ Person to Contact X _____ Ph. () _____

Additional charges (photography art, typesetting, freight shipments, charge after color proofs, etc.) will be billed when received from printer Past due accounts will be billed 1.5% monthly not to exceed 18% per year Notice to sponsors: Participation in any part of the ETTA program is contingent upon a display advertisement in the Vacation Guide All ad agency insertion orders must be co-signed by the principal customer, who is ultimately responsible for payment All new or third party accounts subject to credit approval and terms to be agreed upon

To whom it may concern:

December 8, 1997

We would like to petition the portion of Wisteria Road from Highway 259 to David Green's house that has been abandoned for years officially closed.

Thanks,

- Meloney Hall*
- Scott Hall*
- Debra Dial*
- Jim Dial*
- Edel Green*
- Jaymie Green*
- David Green*
- Rae Tran*
- M. Susan Ellison*

FILED
 REX A SHAW
 COUNTY CLERK
 97 JAN 13 AM 10:51
 UPSHUR COUNTY, TX.
 DEPUTY

Carl C. Gray
RT 5 Box 947
Gilmer, tx. 75644

Upshur County Sheriff
Gilmer, Tx.

BID ON 1983 CADILAC ----- \$565.97

Carl C. Gray

Carl C. Gray

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 12:01
UPSHUR COUNTY, TX.
BY _____ DEPUTY

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 12:01
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Carl C. Gray

565.97

Sheriff office
Auto Bid

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned SCULL TIMBER COMPANY, 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) _____
VERBENA RD.

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

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

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

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

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

Scott A. Mace
First Party Signature

P.O. BOX 440
Street or Box

TENAHA, TX. 75974
City, State and Zip Code

409-248-5200
Telephone

BOB BERRY
Timber Tract

1-9-97
Date Signed

Permit issued for a period not to exceed 90 days.

Charles H. Hill
County Judge

Haddis Lindsey
Commissioner 1

Tommy Stanley
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 10:58
UPSHUR CO. TEXAS
PERMITS

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned LASCO, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, Upshur County, 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) _____

LOCUST

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 1422
Street or Box

GILMER, TX. 75644
City, State and Zip Code

843-2457
Telephone

Timber Tract

1-8-97
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 10:58
UPSHUR COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned TOMMY TICKER TRUCKING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 4, 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. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

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

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

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

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

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

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

[Signature]
First Party Signature
P.O. BOX 520
Street or Box
NAPLES, TX. 75568
City, State and Zip Code
903-897-5095
Telephone
Timber Tract
1-8-97
Date Signed

[Signature]
County Judge
[Signature]
Commissioner 1
[Signature]
Commissioner 2
[Signature]
Commissioner 3
[Signature]
Commissioner 4
Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
CLERK
97 JAN 13 AM 10:58
UPS HUR COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

The undersigned ALWIN ALBRIGHT, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 1, 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. 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) _____

QUAIL RD.

2.

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

3.

First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First party is removing LOGS from its lands located in Precinct No. 1, Upshur County.

4.

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

5.

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

6.

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

Alwin Albright
First Party Signature

RT. 4 BOX 860, GILMER, T EXAS 75644
Street or Box

City, State and Zip Code

725-6148
Telephone

TOMMY EATHERTON
Timber Tract

1-7-96
Date Signed

Ch...
County Judge

Archie Lindsey
Commissioner 1

Tommy Stanley
Commissioner 2

Al...
Commissioner 3

Ch...
Commissioner 4

Date Signed

FILED
REX A SHAW
COUNTY CLERK
97 JAN 13 AM 10:58
UPSHER COUNTY, TX

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned MCSWAIN LOGGING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, 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. 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) _____
SOUTH TYLER AND LYLES ST.

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

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

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

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

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

[Signature]
First Party Signature

RT. 4 BOX 1156
Street or Box

CENTER, TEXAS 75958
City, State and Zip Code

409-598-9859
Telephone

Timber Tract

12-30-96
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 10:58
UPSHUR COUNTY, TX

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned 21st Century Marketing, 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) _____
Old Coffeyville Road

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 Equipment for Dirt from its lands located in Precinct No. 2, Upshur County. WORK

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.

Dandylust
First Party Signature
P. O. Box 7000, Ste. 600
Street or Box
Palestine, Tx. 75802
City, State and Zip Code
903-729-0377
Telephone
Timber Tract
12-23-96
Date Signed

Ch
County Judge
Guddis Linder
Commissioner 1
James Stanley
Commissioner 2
[Signature]
Commissioner 3
[Signature]
Commissioner 4
Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SIVAN
COUNTY CLERK
97 JAN 13 AM 10:59
BY _____
UPSHUR COUNTY CLERK

Reshoot

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned Jan Vanderwal, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, 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. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

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

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.

Jan Vanderwal
First Party Signature
3212 Player
Street or Box
Longview, Tx. 75605
City, State and Zip Code
297-0266
Telephone
Smith
Timber Tract
12-31-96
Date Signed

Charles Smith
County Judge
Gaddis Lindsay
Commissioner 1
Long Stanley
Commissioner 2
[Signature]
Commissioner 3
[Signature]
Commissioner 4
Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 10:59
UPSHUR COUNTY TX.

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned TRANS TEXAS, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 1, 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. 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) Willow Oak
and Point Pleasant

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 _____ 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 \$ 0 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.

Willie Freeman
First Party Signature
5527 Este Parkway
Street or Box
Conquiew Tx 75603
City, State and Zip Code
643-7598
Telephone

Timber Tract
12-31-96
Date Signed

Permit issued for a period not to exceed 90 days.

Chas H. Still
County Judge
Gladis Lindsey
Commissioner 1
Tommy Danks
Commissioner 2
[Signature]
Commissioner 3
Chas H. Still
Commissioner 4

Date Signed

FILED
REX A SHAW
COUNTY CLERK
97 JAN 13 AM 10:58
UPSHER COUNTY, TX

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned Arkla Tex Land & Timber Co., 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) _____
From FM726 about 5 miles on Seago Lily Road.

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]
First Party Signature
Rt. 1 Box 193C
Street or Box
Linden, Tx. 75563
City, State and Zip Code
903-796-0309
Telephone
Edward Cox
Timber Tract
1-2-97
Date Signed

[Signature]
County Judge
[Signature]
Commissioner 1
[Signature]
Commissioner 2
[Signature]
Commissioner 3
[Signature]
Commissioner 4
Date Signed

97 JAN 13 AM 10:58
FILED
REX A SHAW
COUNTY CLERK

Permit issued for a period not to exceed 90 days.

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

The undersigned TUCKER BROTHERS TRUCKING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 4 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. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

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

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.

Shirley Rice
First Party Signature
P.O. BOX 1105
Street or Box
OMAHA, TX. 75571
City, State and Zip Code
903-884-3104
Telephone
IRWIN
Timber Tract
12-27-96
Date Signed

Charles E. [Signature]
County Judge
Gaddey Lindsey
Commissioner 1
Tommy Stanley
Commissioner 2
[Signature]
Commissioner 3
[Signature]
Commissioner 4
Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
CLERK
97 JAN 13 AM 10:58
UPSHUR COUNTY, TX.
FIRST PARTY

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY KRISTIE JOHNSON
RT. 4 BOX 96 GILMER, TEXAS 75644
AVOCADO ROAD.

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

RESPECTFULLY YOURS,

Kristie Johnson

PRECINCT _____

DATE _____

APPROVED _____ REJECTED _____

Charles L. Still
CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 10:58
UPSHUR COUNTY, TX.
BY _____
DEPUTY

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

RE: ABANDONED WELL OWNED BY J.D. MEANS
RT. 4 BOX 901, GILMER, TEXAS 75644
ARROWWOOD ROAD.

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

RESPECTFULLY YOURS,
Eileen D. Means

PRECINCT _____
DATE _____

APPROVED _____ REJECTED _____

Charles L. Still
CHARLES L. STILL, COUNTY JUDGE

Gabuis Lindsey
GABUIS LINDSEY, COMMISSIONER 2

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

DAVID LOYD, COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

FILED
REX A. SHAW
COUNTY CLERK
97 JAN 13 AM 10:58
UPSURR COUNTY, TX.
BY _____ DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #4 _____

DATE 1-6-97

Formal notice is hereby given that WILLIAM JOHNSTON whose principal address is RT. 11 BOX 11662, GILMER, TX. 75644 does hereby propose to place a CULVERT within the ROW of County Road OCELOT. 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 Elizabeth Johnston TITLE _____
762-2185
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.

Graddis Lunday
Tommy Stanley

FILED
TERRY A. SHAW
COUNTY CLERK
JAN 13 11:10:58
UPSUR COUNTY, TX.
OFFICE

VOL 47 PG 448

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #1 _____

DATE 1-6-97

Formal notice is hereby given that ETEX TELEPHONE CORP. whose principal address is P.O. BOX 130, GILMER, TX. 75644 does hereby propose to place a TELEPHONE CABLE (UNDERGROUND) within the ROW of County Road NUTHATCHER, STARTLING, AND MARTIN. 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 A. L. Smith TITLE ROW

797-2734

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 Lindsay
Lomy Staley

RECEIVED
97 JAN 03 11 05 AM
COUNTY CLERK
GILMER, TEXAS

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #2

DATE 1-6-97

Formal notice is hereby given that ROBERT STANLEY whose principal address is RT. 2 BOX 2260, GILMER, TX 75644 does hereby propose to place a CULVERT within the ROW of County Road ROSE 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 Gynthia Stanley TITLE _____

762-6808 APPROVAL OF PERMIT APPLICATION

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

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

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

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

FILED
TEXAS
COUNTY
JAN 13 1997
GILMER, TEXAS

Gaddis Lindsey
Tom Stanley

Date: 1-13-1997

COMMISSIONER COURT
ATTENDANCE SHEET

FILED
REX A. SHAW
COUNTY CLERK

97 JAN 13 AM 12:06

UPSHUR COUNTY, TX.

BY _____

Name	City of Residence COUNTY
Ben Speed	White Oak
Richard Holt	Milmer
Phillip Williams	Tyler ^{CLINTON} Morning Telegraph
Mary Harris	Bilmer
Buck Crawford	Tyler - Longview
PAUL C. HANE	LONGVIEW
Max Nation	Longview
Dwight Howell	Longview
Wes Caldwell	Longview
Mrs. Quetz	Mirror
Willie Smith	County
W. Carter	W. New Journal
Buck Brown	CLINTON
C. O. Jenkins	Pelkett
Franklin Pickard	✓
W. L. Brown	County
Dona Higgs	Bilmer
Gerold Hunter	Nichols Machinery
John Danvers	IKON - Kilgore
Howard Ray	Bilmer