

NOTICE OF MEETING  
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
MONDAY, FEBRUARY 10, 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 accounts payable and take appropriate action.
4. Consider approval of payroll changes.
5. Financial statement.
6. Treasurers report.
7. Consider bids on property struck off for taxes.
8. Draw 3 additional names for the 1997 grievance committee.
9. Accept for recording a letter of appreciation from Upshur-Gregg Soil and Water Conservation District.
10. Consider a part time employee for a person in the Treasurers Office.
11. Take action on Wisteria Road in Pct. 2.
12. Discuss Primrose Road and take action if necessary.
13. Consider closing Blackstone Road in Pct. 4.
14. Consider posting speed limit on Finch Road in Pct. 1 at 30 MPH.
15. Discuss second floor pay phone.
16. Consider approval of the Appraisal District constructing a new building for their operation.
17. Consider approving a contract between ETCOG and Upshur County for funding of 911 addressing activities.
18. Discuss and take action on re-location of the Upshur County Tax Assessor-Collectors Office to the Bank Bldg. Annex. Cost incurred to be paid from the General Fund. The move to be coordinated by the Tax Office to insure order and timeliness of the move.
19. Discuss and take action on meeting with the Sheriff and Jail Commissioner representatives to evaluate possible solution to the Upshur County Jail problem.
20. Discuss Drive-In Bank facility and possible expanded use, renovation, etc.
21. Approve applications for use of Upshur County roads and right of way.

*Charles L. Still*

Charles L. Still  
County Judge

FILED  
REX A. SHAW  
COUNTY CLERK  
97 FEB - 6 P11 1:30  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
OFFICIAL

UPSHUR COUNTY COMMISSIONER'S COURT

2-10-1997

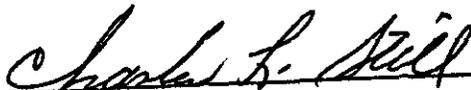
Commissioner's Court met in regular session. All members present except Commissioner Gaddis Lindsey.

1. Motion by Tommy Stanley seconded by Kenney Thompson to approve minutes of previous meetings dated 1-31-1997 and 2-5-1997. Motion carried.
2. Motion by Tommy Stanley seconded by Kenney Thompson to approve budget amendments. Motion carried. Copy attached.
3. Motion by Kenney Thompson seconded by Tommy Stanley to approve payment of bills due now. Motion carried. Copy attached.
4. Motion by Tommy Stanley seconded by Rick Jackson to approve the following payroll changes.  
Paula Whorton-Due to promotion  
Pamela Edge-Introductory period ended  
Me Linda Copeland-Introductory period ending  
James Griswald-Longevity increase  
Cecil Davis-Longevity increase  
George Salois-Longevity increase  
Nadra Smith-Longevity increase  
Paula Gentry-Longevity increase  
Motion carried on all the above. Copies of all payroll changes attached.
5. No action taken on agenda item concerning Financial Statements.
6. Motion by Tommy Stanley seconded by Rick Jackson to approve Treasurer's Monthly report. Motion carried. Copy attached.
7. No action taken on agenda item concerning property struck off for taxes.
9. Motion by Tommy Stanley seconded by Kenney Thompson to approve for recording, letter from Upshur-Gregg Soil and Water Conservation District, No. 417. Copy of letter attached.
10. Motion by Tommy Stanley seconded by Kenney Thompson to approve hiring a part-time person for the Treasurer's Office Motion carried.
8. The following names were drawn at random to serve on the Grievance Committee for 1997. Letters of acceptance or refusal will be sent to each one. Names are as follows: Phillip Attaway, Savera Strickland and Herman Tidwell.
11. Motion by Tommy Stanley seconded by Kenney Thompson to approve removing from Upshur County map. Portion of Wisteria road previously closed in Commissioner's Court on 1-13-1997. Motion carried.

- 12 Motion by Tommy Stanley seconded by Kenney Thompson to approve extending Prinrose 150 feet Motion carried
- 13 Motion by Kenney Thompson seconded by Rick Jackson to approve closing Blackstone Road in Precinct 4. Motion carried.
- 14 Motion by Tommy Stanley seconded by Rick Jackson to approve setting speed limit at 30 MPH on Finch Road. Motion carried.
- 15 Motion by Tommy Stanley seconded by Rick Jackson to approve accepting addendum to contract between Upshur County and Peoples Telink (successor to Telink.) Addendum concerns installation of a coin pay telephone in the Upshur County Courthouse. Motion carried. Copy of addendum attached.
- 16 Motion by Tommy Stanley seconded by Kenney Thompson to approve the Appraisal District constructing a new building. Motion carried Copy attached.
- 17 Motion by Tommy Stanley seconded by Rick Jackson to approve Agreement for Funding of Addressing Activities Contract between East Texas Council of Governments and Upshur County Motion carried Copy of agreement attached
18. Motion by Kenney Thompson seconded by Rick Jackson to approve re-location of Upshur County Tax Assessor-Collectors Office to the bank building annex Cost incurred to be paid from the general fund. The move to be coordinated by the Tax Office to insure order and timeliness of the move Motion carried with Commissioner Thompson, Commissioner Jackson and Judge Still voting yeah. Commissioner Stanley voting no stating an amount should be determined and set for the cost of the move.
19. Motion by Kenney Thompson seconded by Rick Jackson to approve Sheriff meeting with Jail Commissioner Representatives to evaluate possible solution to the Upshur County Jail problem. Motion carried
20. Judge Charles stated a work session will be set in the future concerning drive-in bank facility and the Rock Building.
21. Motion by Tommy Stanley seconded by Kenney Thompson to approve the following Special Road Use Agreement Contracts, Permit Applications and/or Applications for Filling Abandoned Wells.  
Special Road Use Agreement Contract submitted by Panola Timber to haul logs on Palm and Fir.  
Permit Application submitted by C. W Resources to place a gas line (road bore) within ROW of Ostrich.  
Permit Application submitted by John Bernard to install a culvert in ROW of Snider Road.  
Special Road Use Agreement submitted by Robertson Logging to haul logs on Sweet William.  
Special Road Use Agreement submitted by Weyerhaeuser to haul logs on Bluebonnet and Dahha.  
Motion carried on all the above. Copies of all attached.

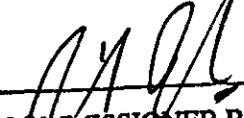
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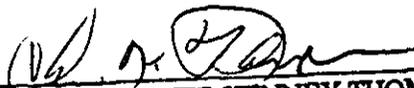
Attendance Sheet placed into minutes for matter of recording purposes only.

  
JUDGE CHARLES STILL

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

  
COMMISSIONER TOMMY STANLEY

  
COMMISSIONER RICK JACKSON

  
COMMISSIONER KENNEY THOMPSON

UPSHUR COUNTY  
BUDGET AMENDMENTS

VOL 47 PG 589

The following budget amendments were approved on this the 10<sup>TH</sup>  
day of FEBRUARY, 1997.

Charles Still, County Judge

Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley  
Tommy Stanley, Comm. Pct. 2

Rick Jackson, Comm. Pct. 3

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

BUDGET AMENDMENT

Date: 2-10-97

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:				
To:	10	553	4502	400.00

Reason: SEMINARS

Rah J. Carly  
Department Head PCT 3 CONSTABLE

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

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 2-10-87

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	553	4470	100
To:	10	553	3010	100

Reason:

Kate Carly  
Department Head PCT 3 CONSTABLE

Attest - County Clerk

UPSHUR COUNTY  
BUDGET AMENDMENTS

The following budget amendments were approved on this the 10<sup>TH</sup>  
day of FEBRUARY, 1997.

Charles Still, County Judge

Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley  
Tommy Stanley, Comm. Pct. 2

Rick Jackson  
Rick Jackson, Comm. Pct. 3

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

Approved Disbursements  
ALL Checking Accounts

Disbursements Made from 02/10/97 thru 02/21/97

THE SOFTWARE GROUP, INC.

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
61125-AP	02/10/97	360 COMMUNICATIONS	\$13 85	\$13 85	JUV. PROB-ACCT#0M00626/JAN. 9'97 BILLING
61126-AP	02/10/97	A & A SALES & SERVICE	\$50 00	\$50 00	CO BLDGS-SERVICE CALL; LABOR/CHECK HEAT IN OLD LIB. ACTIVITY BLDG.
61127-AP	02/10/97	A & E MILL AND WELDING SUPPL	\$30 30	\$10 10 \$20 20	PCT#4-CUST#173125/CYLINDER RENTAL (ACEM; OX150) PCT#2-CUST#173000/CYLINDER RENTAL (ACEL; OX275(3))
61128-AP	02/10/97	ABC AUTO PARTS	\$14 70	\$14 70	PCT#2-WINDOW GEAR KIT FOR FORD PU
61129-AP	02/10/97	ABC AUTO PARTS&GLASS	\$56 48	\$56 48	PCT#3-REPLACE 2 WINDOWS IN 310-C BACKHOE
61130-AP	02/10/97	ACCU CHEM LABORATORIES	\$787 00	\$787 00	CCP-PROFILES/INV#50157; 49342; 50895 1/10-16/97
61131-AP	02/10/97	ARAMARK UNIFORM SERVICES, IN	\$969 10	\$54 10 \$54 10 \$54 10 \$54 10 \$54 10 \$52 10 \$43 05 \$43 95 \$20 05 \$52 10 \$43 05 \$48 40 \$20 05 \$52 10 \$43 05 \$92 60 \$20 05 \$52 10 \$43 05 \$52 85 \$20 05	PCT#1-CUST#5945001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE CO BLDGS-CUST#12829001/UNIFORM SERVICE
61132-AP	02/10/97	BARRY WALLACE, ATTY	\$250 00	\$250 00	D CT-CAUSE#11,359 BELINDA PENNINGTON
61133-AP	02/10/97	BAXTER SALES CO., INC.	\$1,188 36	\$435 60 \$419 03 \$266 53 \$67 20	CO JAIL-CUST#100950/DETERGENT, STAIN REMOVER CO JAIL-CUST#100950/DUSTPAN; MOP; DET; LINERS; TO WELS CO JAIL-CUST#100950/TOWELS, STRIPPER CO JAIL-CUST#100950/STAIN REMOVER
61134-AP	02/10/97	BOB BARKER CO., INC.	\$145 96	\$47 07 \$98 89	CO JAIL-CUST#UPSTXO/RAZORS CO JAIL-CUST#UPSTXO/COMB; CUP, SHAMPOO; TAMPONS
61135-AP	02/10/97	BROWN'S DISCOUNT WINDOW	\$132 35	\$132 35	PCT#1-HACKSAW; BITS; BRUSH; GLOVES; SHOVEL; SCRAPE R;

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Approved Disbursements  
ALL Checking Accounts

Disbursements Made from 02/10/97 thru 02/21/97

THE SOFTWARE GROUP, INC

Check #	HC Date.	Vendor	Check Amount	Invoice Amt	Invoice Descriptions...
61136-AP	02/10/97	BULFINCH CUSTODIAL SERVICE	\$3,323 77	\$3,203 77 \$120.00	FEB '97 JANITORIAL CONTRACT MOTOR BK-FEB '97 JANITORIAL SERVICE
61137-AP	02/10/97	CANON SERVICE COMPANY	\$70 00	\$70 00	CD BLDGS-CHECKED BOILER & OTHER PARTS
61138-AP	02/10/97	CENTRAL UNITED LIFE INSURANC	\$1,106 67	\$1,106 67	ACCT#4269 JAN '97 PAYROLL DEDUCTIONS
61139-AP	02/10/97	CHEM-SERV. INC	\$75 90	\$75.90	PCT#2-ACCT#UPSCD-2/CONCRETE CLEANER
61140-AP	02/10/97	CHRISTINA W WALLACE, C S P	\$80 00	\$80 00	D CT-COURT REPORTER/JAN 28 '97 (AG DOCKET)
61141-AP	02/10/97	CITY DRUG COMPANY	\$6 65	\$6 65	SUP-FILM
61142-AP	02/10/97	CD. JUDGE&COMMISSIONER ASSOC	\$400 00	\$400 00	COMM CT-1997 ANNUAL MEMBERSHIP DUES
61143-AP	02/10/97	COMPLETE BUSINESS	\$72 82	\$36 24 \$36 58	SUP-CUST#LN4890; 12/01/96-1/01/97 COPIES CD TAX---CUST#LN0461/RICOH F5540(COPIES PRINTED 10/01/96-01/01/97(2776)
61144-AP	02/10/97	COUNTY JUDGES EDUCATION FUND	\$125 00	\$125 00	ED. FUND-REGISTRATION/CHARLES L. STILL, CO JUDGE
61145-AP	02/10/97	DALLAS COUNTY INSTITUTE OF F	\$184 00	\$184 00	CD S-BRUCE PHILLIPS; BILLY BRITTON/EVIDENCE ANALYSIS
61146-AP	02/10/97	DIAMOND SHAMROCK	\$100.86	\$100.86	CD. S-ACCT#770 057 75/GASOLINE
61147-AP	02/10/97	EAST TEXAS MACHINERY	\$72.20	\$72 20	PCT#1-ACCT#10000654/FITTINGS; HOSES, HY-GARD
61148-AP	02/10/97	EAST TEXAS MACHINERY, INC	\$272.21	\$150.34 \$121 87	PCT#3-EQUIPMENT PARTS PCT#3-AUXILIARY CUTTING BLADE FOR 310C BACKHOE
61149-AP	02/10/97	ECDNDHY AUTO SUPPLY, INC.	\$14 40	\$14.40	CD S-EMPTY PAINT CANS
61150-AP	02/10/97	ELWELL'S OIL & LUBE	\$17.00	\$17.00	CD S-UNIT#3/OIL; FILTER; LABOR
61151-AP	02/10/97	ETEX TELEPHONE COOP, INC	\$163 88	\$20.70 \$30.45 \$40 00 \$39 92 \$32.81	TELE COMM-986-2941/FEB. 01/97 BILLING TELE. COMM-734-5609/FEB 01/97 BILLING TELE. COMM-762-6266/FEB. 01/97 BILLING TELE COMM-734-5822/FEB 01/97 BILLING TELE. COMM-762-6731/FEB. 01/97 BILLING
61152-AP	02/10/97	EVERETT'S GRINDING SERVICE	\$64.00	\$64 00	PCT#4-SHARPEN BLADES
61153-AP	02/10/97	FANNIN FARM EQUIPMENT	\$122 45	\$30 70 \$76 25 \$15 50	CD BLDGS-MC AC; KNIFE PCT#4-CYLINDER RENT FOR 1 YEAR/281 OXY; 145 AC PCT#3-RENT FOR JAN. (4 CYLINDERS)
61154-AP	02/10/97	FUTURE EQUIPMENT CO., INC	\$50 94	\$50.94	PCT#2-CUST#UCF002/BUSHINGS; PIN

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Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/10/97 thru 02/21/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
61155-AP	02/10/97	GENERAL TELEPHONE COMPANY	\$49.09	\$49.09	SUP-#1FD-3615/JAN 25'97 BILLING
61156-AP	02/10/97	GILMER DRUG COMPANY	\$566.59	\$37.22	CO JAIL-J. ODDM, R. WATERS/PRESCRIPTIONS, IBUPROFEN
				\$44.72	CO JAIL-HORACE SCOTT, CHARLES TEMS/PRESCRIPTIONS
				\$78.31	CO JAIL-T SHAW, J. COLLINS, A. MOORE/PRESCRIPTIONS
				\$15.25	CO JAIL-THOMAS SHAW/PRESCRIPTION
				\$62.68	CO JAIL-TEST STRIPS, T. SHAW/PRESCRIPTION
				\$26.10	CO JAIL-JACK ODOM/PRESCRIPTION
				\$24.31	CO JAIL-GLEEVE BROWN/PRESCRIPTION
				\$7.13	CO JAIL-JOHN HINES/PRESCRIPTION
				\$53.72	CO JAIL-T. BRINKLEY, L. BAILEY, M DAVIS/PRESCRIPTIONS
				\$124.90	CO JAIL-KEVIN PETRICK/PRESCRIPTIONS
				\$56.67	CO JAIL-M DAVIS, F JACKSON, C BROWN, C TEMS/PRESCRIPTIONS
				\$27.87	CO JAIL-BRYAN HOITT/PRESCRIPTION
				\$7.71	CO JAIL-JAMES SHAW/PRESCRIPTION
61157-AP	02/10/97	GILMER OFFICE CENTER	\$291.36	\$134.63	CO S-WALL RACK-"GRID WORKS ORGANIZER"
				\$11.27	"911"-DISKETTES & PEN
				\$96.45	SUP-(1000)BUSINESS CARDS, (30)CLIP BOARDS
				\$12.41	SOLID WASTE-CANARY COPY PAPER, COPY PAPER, COLORED DOT LABELS
				\$36.60	CO TREAS-ENVELOPES, RIBBONS, PINKIES
61158-AP	02/10/97	GOVERNMENT RECORDS SERVICES	\$394.88	\$394.88	D CLK-CUST#000532/MICROFILM, PROCESSING, HANDLING
61159-AP	02/10/97	H&D TIRE & AUTOMOTIVE	\$3,396.05	\$19.86	CO BLDG-ROACH SPRAY; SOLDERING GUN
				\$112.19	PCT#2-HEATER CORE; WHEEL CYLINDER KIT
				\$5.61	PCT#4-LENS
				\$7.17	PCT#4-PVC PIPE; ADAPTOR, EL & PLUG
				\$23.39	CO BLDG-LABOR; BLOCK SEAL; WINDSHIELD WASHER FLUID
				\$20.66	CO BLDG-KNIFE
				\$51.96	CO BLDG-TIRE, RECYCLE FEE, LABOR
				\$59.94	PCT#1-CONDUIT (6 PIECES)
				\$147.45	PCT#3-TRAILER PLUG; ELECTRICAL TAPE; SCREEN WIRE, CONDUIT, RECEPTILES, ELECTRICAL BOXES; BOX COVERS; CONNECTORS; COUPLINGS; WALL PLUG; STRAPS
				\$4.00	CO BLDG-QUICK-STEEL
				\$266.49	PCT#3-PINS; RUBBER BOOTS; CONDUIT BENDER
				\$13.76	PCT#4-HINGES, ETC
				\$4.84	CO BLDG-CLAMP, DRILL BIT & SCREWS
				\$4.91	SOLID WASTE-BULBS (8)

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/10/97 thru 02/21/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$8 00	CO S-LABOR (UNIT #4)
				\$11 24	PCT#2- FEMALE GRIP CHUCK; FEMALE COUPLER
				\$45 51	PCT#3-NUT DRIVERS (7); 50" BOX; FILES
				\$10 90	PCT#4-WD40
				\$139 23	PCT#1-BRASS FITTING (3); MASTER CYLINDER
				\$8 08	PCT#1-WIPER BLADES
				\$25 94	PCT#1-HYDRAULIC FITTING (2); HYDRAULIC HOSE
				\$4 90	PCT#1-BRASS FITTINGS
				\$21 77	PCT#4-BRAKE FLUID; BOLTS; BULBS
				\$19 86	PCT#4-NUT, BOLT & WASHER, GLOVES
				\$48 56	PCT#2-HYDRAULIC FITTINGS, HYDRAULIC HOSE
				\$99 29	PCT#3-PVC COUPLINGS, CONNECTORS & BOX COVERS; UTILITY LIGHTS, ELECTRICAL JUNCTION BOX, EXTENSION CORD; SQUARE ELEC BOXES
				\$110 00	PCT#2-TIRE; RECYCLE FEE
				\$198 57	PCT#3-CONNECTORS; BREAKER; WATER HEATER; DRILL
				\$6 58	CO BLDG-KEYS; WIRE NUTS
				\$4 40	CO S-ELECTRICAL TAPE
				\$22 30	CO BLDG-RAIN SUITS
				\$154 66	PCT#2-TIRE; RECYCLE FEE; TUBE
				\$67 58	PCT#3-BREAKER CREDIT; BREAKER, ELECTRICAL WIRE, PIPE; CONDUIT BENDER
				\$81 12	PCT#2-HYDRAULIC FITTINGS, HYDRAULIC HOSE
				\$125 10	PCT#1-MUD FLAPS; LIGHT LENS, METAL BAR; COIL CHAIN; QUIK-LINKS; RING TERMINALS; FUSES
				\$95 11	PCT#3-CONDUIT; DIAPHRAMS, TRAILER PLUG
				\$8 88	CO BLDG-ANT/ROACH SPRAY
				\$0 79	CO BLDG-KEY
				\$33 79	PCT#1-SOLDER GUN KIT SOLDER
				\$69 48	PCT#3-FUSES; BULBS, CEMENT; PRIMER; 6 FT CORD, PVC PIPE, UNIONS, ADAPTORS, CONNECTORS; CONDUIT
				\$7 73	PCT#3-SCREWDRIVER SET
				\$21 26	CO BLDG-SOCKET HANDLE; SOCKET, SOCKETS
				\$39 19	PCT#1-RIVET GUN; RIVETS; BONDO; FIBERGLASS MAT
				\$156 95	PCT#4-VOLTAGE REGULATOR; BATTERY; RECYCLE FEE
				\$33 17	PCT#3-HOOK FOR RAKING ASPHALT; CONNECTORS; INSTANT FOAM SEALER
				\$8 45	CO S-SURGE SUPPRESSOR
				\$78 00	CO S-BATTERY FOR UNIT #17; RECYCLE FEE
				\$61 62	BOLTS (14); WASHERS & NUTS
				\$19 77	PCT#4-FUSES; TEMPERATURE GAUGE KIT
				\$43 19	PCT#3-POST HOLE DIGGER
				\$29 39	CO BLDG-LIGHT BALLAST; KEY
				\$11 91	PCT#3-BRASS FITTING; RING TERMINAL (4)
				\$67 58	FILTER; HYDRAULIC FITTING (2), HYDRAULIC HOSE (3 FT), VICE GRIP (3 PR), NUT
				\$2 81	CO BLDG-FUNNEL

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PG 4 (1/1/1997)

ACCOUNTS PAYABLE SYSTEM  
Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC Disbursements Made from 02/10/97 thru 02/21/97 PAGE 5

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$1 58	CO S-KEYS
				\$59 00	PCT#3-TUBESD
				\$123 43	PCT#1-TUBE; TIRE; RECYCLE FEE; HYDRAULIC OIL
				\$170 84	PCT#1-TUBES; TIRE; RECYCLE FEE
				\$166 90	PCT#3-COLD ROLL STEEL (4); PVC CAP & EL; BLACK PIPE (2 PIECES); CHAIN; GRAB HOOKS
				\$123 85	CO BLDG-CAULKER; IGNITION TORCH KIT; SILICONE CAULKING; LIGHT BALLASTS
				\$12 06	PCT#2-HYDRAULIC FITTINGS; HYDRAULIC HOSE
				\$4.00CR	CO BLDGS-REFUND ON LABOR
				\$2 50CR	PCT#4-DIFFERENCE BETWEEN PRICE OF WIRE; FUSES AND RETURNED U-JOINT
61160-AP	02/10/97	INDUSTRIAL ELECTRONIC SUPPLY	\$28 50	\$5 98	CO BLDGS-CUST#089051/SAFETY GLASSES
				\$22 52	J CTR-ACCT#089051/ELECTRIC EYE FOR OUTSIDE LIGHTS; FRT.
61162-AP	02/10/97	J & C EXTERMINATING	\$75 00	\$75 00	J CTR-PEST CONTROL
61163-AP	02/10/97	JAMES DeCUIR	\$16.27	\$16.27	CO JAIL-REIMBURSE/MEALS(TRANSPORT PRISONER)
61164-AP	02/10/97	JASTAK ASSOCIATES	\$110.00	\$110.00	SUP-MANUAL, BLUE TEST FORMS, PLASTIC CARD SETS
61165-AP	02/10/97	JEFFERSON JIMPLECUTE	\$34 85	\$34 85	SUP-SUPPLIES
61166-AP	02/10/97	JOE D CLAYTON	\$53.74	\$53.74	D JUDGE-EXPENSES FOR JUDGE SERVING 12 20 96
61167-AP	02/10/97	JOYCE MORRISON	\$52.80	\$52.80	CO LIB-REIMBURSE/172mi @ .29ea; MEAL(GREENVILLE MEETING)
61168-AP	02/10/97	JUNE J BARNETT	\$90 00	\$90 00	CO CT-COURT REPORTING 01/29/97
61169-AP	02/10/97	KAR PRODUCTS	\$236 60	\$236 60	PCT#4-CUST#5-77580/NUTS; BOLTS; WASHERS. BIN; FRE IGHT
61170-AP	02/10/97	KIM'S KWIK STOP	\$81 77	\$81 77	PEER-JAN '97 GAS CHRG FOR VAN
61171-AP	02/10/97	KIRBY RESTAURANT SUPPLY	\$110 00	\$110 00	CO JAIL-ACCT#7009/DISHWASHER SERVICE
61172-AP	02/10/97	KRISTI PHILLIPS	\$43.70	\$43.70	SUP-REIMBURSE/76.5mi @ .29ea 1/97
61173-AP	02/10/97	LDS OF LONGVIEW, INC	\$23 95	\$23 95	JUV PROB-ACCT#075340109/FEB 1'97 BILLING
61174-AP	02/10/97	LESLIE'S SMALL ENGINES	\$145 98	\$45 98	PCT#3-ECHO BAR; OIL; LABOR
				\$55 00	PCT#1-BAR; CHAIN; SPUN
				\$23.50	PCT#1-LINE; LABOR
				\$21 50	PCT#3-HANDLE; LABOR
61175-AP	02/10/97	LISA VINES	\$247.02	\$247.02	JUV. PROB-REIMBURSE/TRAINING & PHINE 1/97

PK 4 1/11 1997  
YTH 10 1/11 1997

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/10/97 thru 02/21/97

PAGE 6

Check #	HC Date	Vendor..	Check Amount	Invoice Amt	Invoice Descriptions
61176-AP	02/10/97	LONG MOTOR COMPANY, INC	\$156 04	\$56 71	PCT#4-CARBURETOR GASKET; EGR VALVE
				\$15 20	PCT#3-SIDE MARKER ASSEMBLY(LIGHTS)
				\$10 50	PCT#3-INSPECTION STICKER FOR 86 FORD F350
				\$51 01	PCT#4-TURN-SIGNAL SWITCH
				\$5 86	PCT#3-AIR BRAKE BUTTON
				\$14 86	PCT#3-NEEDLE & SEATS FOR CARBURETOR ON UNIT#313
				\$16 76	PCT#3-NEEDLE & SEAT ASSEMBLY
				\$14.86CR	PCT#3-RETURNED VALVE SEAT ASY
61177-AP	02/10/97	LONGVIEW ALTERNATOR	\$294 96	\$294 96	PCT#2-STARTER, CORE
61178-AP	02/10/97	MICHAEL MARTIN, ATTY	\$500 00	\$250 00	D CT-CAUSE#11,414/ST VS MILDRED ELLIOT
				\$250 00	D CT-CAUSE#11,599/ST VS LONNIE JOE BAILEY
61179-AP	02/10/97	MILTON WYLIE	\$406 32	\$406 32	ISP-REIMBURSE/1219mi@ 28ea, MEALS 1/97
61180-AP	02/10/97	MR. CORKY STOVALL	\$250 00	\$250 00	D CT-CAUSE#11,409 BOAST HAWKINS
61181-AP	02/10/97	N. & E TX CO JUDGES&COMM ASSOC	\$100 00	\$100 00	COMM CT-1997 ANNUAL MEMBERSHIP DUES
61182-AP	02/10/97	NATIONSBANK OF DELAWARE, N A	\$125 46	\$125 46	SUP&CCP-ACCT#1155/JAN 24'97 BILLING
61183-AP	02/10/97	OFFICE DEPOT, INC	\$140 12	\$140 12	SUP-ACCT#1994/OFFICE SUPPLIES
61184-AP	02/10/97	PATRICIA HARRISON	\$180.00	\$90 00	CO CT-COURT REPORTING 01/23/97
				\$90.00	CO CT-COURT REPORTING 02/04/97
61185-AP	02/10/97	PAUL BANNER	\$54 13	\$54.13	D JUDGE-EXPENSES WHILE ACTING AS JUDGE 12.24 96
61186-AP	02/10/97	PRITCHETT WATER SUPPLY CORP	\$45 84	\$45.84	PCT#1-ACCT#1406/JAN. 30/97 BILLING
61187-AP	02/10/97	PROFESSIONAL FOOD SYSTEMS	\$535 96	\$535.96	CO JAIL-CUST#17130/ASSORTED FOODS
61188-AP	02/10/97	PROFESSIONAL TECHNICAL ASSIS	\$120 00	\$120 00	CO S-REPAIRED SIREN, ETC, LABOR
61189-AP	02/10/97	GUIL CORPORATION	\$318 30	\$241 38	SUP-ACCT#49034/INV#1762916; 1770411 SUPPLIES
				\$76.92	I.C.-DRY ERASE MARKERS (RED & BLUE); BIC RETRACTABLE PENS; PAPERMATE FLEXGRIP ULTRA PENS
61190-AP	02/10/97	RICK'S TIRE SERVICE	\$75 00	\$75 00	PCT#1-SERV CALL,MT 2 TIRES,REP 3 FLATS
61191-AP	02/10/97	ROLAN CORLEY	\$254 05	\$254 05	CONST#3-REIMBURSE/680mi@ 29ea; MEALS, LODGING(C ONSTABLE SCHOOL)
61192-AP	02/10/97	RONNIE MITCHELL	\$273 60	\$273 60	JUV PROB-REIMBURSE/745mi@ 28ea, MEALS 1/97
61193-AP	02/10/97	SHANE JACKSON	\$73 66	\$73 66	CCP-REIMBURSE/254mi@ 29ea 1/97

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10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC Disbursements Made from 02/10/97 thru 02/21/97 PAGE 7

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
61194-AP	02/10/97	SMITH OIL COMPANY	\$1,093 26	\$72 00 \$26 00 \$199 40 \$325 00 \$470 86	PCT#2-WIPER BLADES, TEFLON, BULBS, CABLE ENDS PCT#2-BRAKE CYLINDER, AIR FILTER PCT#3-OIL, FEE PCT#2-BATTERY, CABLE, OIL PCT#1-ANTIFREEZE, HYD FLUID, OIL, GEAR OIL, FEE
61195-AP	02/10/97	STEVE'S TOWING & RECOVERY	\$60 00	\$60 00	CO S-TOWING SERVICE
61196-AP	02/10/97	SUPERIOR FLEET SERVICE, INC.	\$54 00	\$54 00	J. CTR-CUST#23896/LABOR
61197-AP	02/10/97	SYSCO FOOD SYSTEMS, INC	\$667 55	\$292 52 \$375 03	CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS
61198-AP	02/10/97	T M LUMBER CO., INC	\$42 00	\$42 00	PCT#2-SHOVELS(2)
61199-AP	02/10/97	TEFTELLER & PELAJA	\$500 00	\$250 00 \$250 00	D CT-CAUSE#11,802/STATE VS. SHALLOR CAIN D CT-CAUSE #11,760/ST VS TRACY BIRCHER
61200-AP	02/10/97	TEXACO REFINING &	\$105 66	\$105 66	CO S-ACCT#61-030-2845-9/GASOLINE
61201-AP	02/10/97	TEXAS ASSOC OF CO. AUDITORS	\$45 00	\$45 00	CO AUD-'96-97 ANNUAL DUES/B SHEPPERD, AUDITOR&K EAST, ASSIST AUD
61202-AP	02/10/97	TEXAS DIST. & CO ATTY ASSOC	\$25 00	\$25 00	D. A-'97 MEMBERSHIP DUES/BARBARA L. MOORE
61203-AP	02/10/97	THE BANK OF NEW YORK	\$353,063 75	\$353,063 75	DEBT. SERVICE-SERIES 1991/REFUNDING BONDS 2/15/97
61204-AP	02/10/97	THE LIBRARY STORE, INC	\$290 19	\$290 19	CO LIB-9" BOOK JACKET COVERS; 10" BOOK JACKET COVERS; 12" BOOK JACKET COVERS; 2" BOOK TAPE; 3" BOOK TAPE; LETTERED CHARGING TRAY GUIDES; LABEL PROTECTORS
61205-AP	02/10/97	THE RELIABLE CORPORATION	\$88 56	\$88 56	IC-MAGIC TAPE
61206-AP	02/10/97	TYLER UNIFORM CO., INC.	\$251 33	\$137 88 \$113 45	CO S-SHIRTS, STRIPES, BLOUSES CO S-SHIRTS, EMBLEM, SHIPPING
61207-AP	02/10/97	UPSHUR-RURAL ELECTRIC COOP.,	\$175 72	\$73 28 \$94 58 \$7 86	PCT#3-ACCT#902473306/ELECT. SERV. 12/27/96-01/2 9/97 PCT#1-ACCT#31885226/FEB 5'97 BILLING WASTE-ACCT#10793251/FEB. 5'97 BILLING
61208-AP	02/10/97	VALU-LINE	\$688 71	\$688 71	TELE COMM-ACCT#87390/FEB 1'97 BILLING
61209-AP	02/10/97	VIKING OFFICE PRODUCTS	\$75 04	\$75 04	CO LIB-WALL FILING UNITS; LETTER-SIZE FOLDERS-ASSORTED COLORS; MOUSE PAD
61210-AP	02/10/97	VINGO FOODS	\$62 75	\$13 15	CO JAIL-CLEANERS

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CO & UNIFORMS

YTR # 5188

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/10/97 thru 02/21/97

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Check #.	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$49 60	CO JAIL-BREAD
61211-AP	02/10/97	VISA	\$42.50	\$42 50	JUV PROB-ACCT#0767/JAN 3'97 BILLING
61212-AP	02/10/97	WALMART STORE #146	\$592 90	\$28 88 \$50 86	NON DEPT-GLOVES CD EXT-MICROCASSETTE RECORDER; DTAPES, BATTERY, ETC
				\$24. 96	PCT#4-TELEPHONE
				\$12. 47	SUP-SUPPLIES
				\$8 29	CD S-ACCT#188/PEN, BINDER
				\$56 93	CD S-ACCT#188/TRIP OUTLET; HEATER
				\$400 10	PCT#2-ACCT#188/RAIN GEAR; DAWN
				\$10 41	SUP-SUPPLIES
61213-AP	02/10/97	WEST PUBLISHING	\$377.50	\$122 75 \$84 00 \$37 00 \$37 00 \$52 00 \$44. 75	LAW LIB-ACCT#858-338-296/USCA T49-1-END 4V LAW LIB-ACCT#858-338-296/TX DG 2D V16&16A 2BK LAW LIB-ACCT#858-338-296/FD 3D V95 LAW LIB-ACCT#858-338-296/FD 3D V96 LAW LIB-ACCT#858-338-296/TX CS 926-927 LAW LIB-ACCT#858-338-296/TX PR V7-B 97PP
61214-AP	02/10/97	WEST SIDE FURNITURE	\$615 65	\$499. 95 \$25 85 \$89 85	PCT#2-HUSKY 257D CHAIN SAW PCT#4-ROPE; SPROCKETS PCT#4-CHAIN SAW OIL, BAR; TIP
61215-AP	02/10/97	WESTERN AUTO ASSOCIATE STORE	\$102 97	\$102. 97	CO JAIL-HEATERS; ELECTRICAL CORD
61216-AP	02/10/97	WHITE SWAN, NORTH	\$857 77	\$498 60 \$372 13 \$12 96CR	CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/RETURNED POTATOES
61217-AP	02/10/97	WHOLESALE SUPPLY COMPANY	\$324. 74	\$324 74	I.C -STRIP TABBING; HP LAZERJET 4MV PRINTER CARTRIDGE; OKIDATA PRINTER RIBBONS; OKIDATA 591 PRINTER RIBBONS, NUKOTE CALCULATOR RIBBONS; SHIPPING
61218-AP	HC 02/13/97	GILMER NATIONAL BANK	\$500,000 00	\$500,000 00	CD#13060 PURCHASED@5.38%(103days)TD MATURE 5/27/97
61219-AP	HC 02/13/97	TAC	\$135 00	\$135 00	CO TREAS-REGISTRATION MYRA HARRIS, CID CONT ED.
Total for AP - ACCOUNTS PAYABLE			\$880,249 99		

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NO. 111111

NO. 111111

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/10/97 thru 02/21/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
390-INS	HC 02/11/97	HEALTHCARE PARTNERS	\$18,398.27	\$18,398.27	GROUP UPS01 MONTHLY COSTS 2/97
391-INS	HC 02/12/97	HEALTHCARE PARTNERS HEALTH P	\$947.57	\$947.57	UPS01/CLAIMS CUT OFF 01/30/97
Total for INS - INSURANCE			\$19,345.84		
Grand Total			\$899,595.83		

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FILED  
 REX A. SHAW  
 COUNTY CLERK  
 97 FEB 24 AM 11:37  
 UPSHUR COUNTY, TX.

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

*Gadde Lindsey*  
 COMMISSIONER PCT01, GADDE LINDSEY

*Tommy Stanley*  
 COMMISSIONER PCT02, TOMMY STANLEY

*Rick Jackson*  
 COMMISSIONER PCT03, RICK JACKSON

*Charles N. Thompson*  
 COMMISSIONER PCT04, CHARLES N. THOMPSON

FORM 101 8-06

FORM 101 8-06

VOL 47 PG 602  
**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-97 Dept Sheriff - Jail  
 Employee Paul Whorton  
 Social Security No 455-94-2124 Emp ID# 175

X	CHANGES(S)	FROM	TO
	Grade Step	14.13 1650.00	14.15 1700.00
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Mert 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

Made Sgt in Jail

Authorized by

Approved by R.D. Crow

Date 2-5-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2-1-97 Dept Sher. ff. Sail  
Employee Pamela Edge  
Social Security No 456-25-5549 Emp ID# 791

CHANGES(S)	FROM	TO
X		

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2-1-97 Dept. 565 / Co. Jail  
 Employee James Griswold  
 Social Security No \_\_\_\_\_ Emp. ID# 322

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

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

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

Comments: Longevity 10 years \$40/mo

Authorized by: Wynne Harris  
 Approved by: \_\_\_\_\_ Date: 02-07-97

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**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2-1-97 Dept. Pct 1/611

Employee Cecil Davis

Social Security No. \_\_\_\_\_ Emp ID# 512

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

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

Comments Longevity 4 years #16/mo

Authorized by [Signature]  
Approved by \_\_\_\_\_ Date: 02-07-97

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2-1-97 Dept. 560/S.O.  
 Employee George Salois  
 Social Security No \_\_\_\_\_ Emp. ID# 323

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

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

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

Comments Longevity 10 years \$40/mo

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date: 02-07-97

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2-1-97 Dept. 580/DPS  
 Employee Nadia Smith  
 Social Security No \_\_\_\_\_ Emp. ID# 204

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

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

Comments Longevity 15 years \$60/month

Authorized by Suzanne Harris  
 Approved by \_\_\_\_\_ Date 02-07-97

### UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2-1-97 Dept 499/TAX OFFICE  
 Employee Paula Denton  
 Social Security No \_\_\_\_\_ Emp ID# 718

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

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

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

Comments Longevity 2 years #8/MD

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 02-07-97

INVESTMENT REGISTER AS OF 01/31/97

	\$ 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#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#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 OPERATING CD#12973	400,000.00	5.42%	04/30/97	114
UPSHUR COUNTY OPERATING CD#12975	575,000.00	5.49%	07/07/97	182
UPSHUR COUNTY OPERATING CD#13003	450,000.00	5.49%	07/28/97	192
UPSHUR COUNTY OPERATING CD#13019	500,000.00	5.50%	08/11/97	195
UPSHUR COUNTY OPERATING CD#13027	475,000.00	5.50%	08/11/97	192

TOTAL OPERATING FUND 5,600,000.00

TOTAL INVESTMENTS 7,438,987.12

	\$ 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#12989	132,818.28	5.42%	03/18/97	63

TOTAL SCHOOL FUNDS 1,148,987.12

UPSHUR COUNTY INSURANCE CD#12906	75,000.00	5.28%	02/10/97	62
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	181
UPSHUR COUNTY INSURANCE CD#13014	440,000.00	5.50%	07/28/97	180

TOTAL INSURANCE FUND 690,000.00

VOL 47 PG 6110

# TREASURER'S MONTHLY REPORT

## BY MYRA HARRIS, COUNTY TREASURER

JANUARY 1 THROUGH JANUARY 31, 1997

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENTS	TOTAL DEPOSITS
OPERATING ACCOUNT	5,599,421.51	1,865,558.35	679,711.79	6,785,268.07	1,098,459.91	2,532,818.28	36,280.95	6,748,987.12	6,785,268.07
INSURANCE ACCOUNT	636,092.72	137,171.46	33,317.43	739,946.75	550,000.00	740,000.00	49,946.75	690,000.00	739,946.75
<b>TOTALS</b>	<b>6,235,514.23</b>	<b>2,002,729.81</b>	<b>713,029.22</b>	<b>7,525,214.82</b>	<b>1,648,459.91</b>	<b>3,272,818.28</b>	<b>86,227.70</b>	<b>7,438,987.12</b>	<b>7,525,214.82</b>

### AFFIDAVIT

The above information is found to be true and correct.

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

\_\_\_\_\_  
Commissioner, Pct. 1, Gaddis Lindsey

*Tommy Stanley*  
Commissioner, Pct. 2, Tommy Stanley

\_\_\_\_\_  
Commissioner, Pct. 3, Rick Jackson

*Charles K. Thompson*  
Commissioner, Pct. 4, Charles K. Thompson

### INDEBTEDNESS

1991 CERTIFICATES OF OBLIGATION	1,535,000.00
ROAD & BRIDGE #2/WHEEL LOADER	20,223.44
ROAD & BRIDGE #2/TRACTOR & MOWER	10,649.35
ROAD & BRIDGE #2/TRACTOR BACKHOE	21,382.24
ROAD & BRIDGE #1/TRACTOR & MOWER	24,059.85
GILMER NATIONAL BANK PROPERTY	218,996.08
<b>TOTAL INDEBTEDNESS</b>	<b>1,830,310.96</b>

(INVESTMENT REGISTER ON BACK)

Submitted under the provision of the Local Government Code Section 114.026

*Myra Harris*  
Myra Harris, County Treasurer

VOL 47 PG 611

**Savera Strickland**  
P. O. Box 204  
Big Sandy, Texas 75755

Home: 636-4655  
Office:

**Phillip Attaway**  
Route 2, Box 2474  
Gilmer, Texas 75644

Home: 762-6535  
Office 843-2231

**Herman Tidwell**  
Route 1, Box 3  
Diana, Texas 75640

Home: 663-1666  
Office:

Upshur-Gregg Soil and Water Conservation District No. 417  
521-A Cypress St., Gilmer, TX 75644

January 21, 1997

Upshur County Judge Charles L. Still  
Upshur County Commissioners Court  
P.O. Box 730  
Gilmer, Texas 75644

Dear Judge Still,

The Upshur-Gregg Soil and Water Conservation District Board of Directors would like to express their sincere appreciation for the county's contribution of \$2,500.00 and the support that the Upshur County Commissioners Court has given the district through the years.

Your past contributions have made many worthwhile projects possible such as the contests we have for area schools and in helping further the education of our youth in conserving natural resources.

Again, your contribution and support is greatly appreciated.

Sincerely,

*George Wilkins*  
George Wilkins  
Chairman

**ADDENDUM**

In accordance with the contract entered into on May 12th, 1989 between Peoples Telink (Successor to TELINK) and Upshur County. Both parties agree to the installation of a coin pay telephone in the Upshur County Courthouse. Commission for this telephone will be at the same rate 27% percent Gross Revenue Received (billed and collected) as existing contract for the Inmate Telephones located within the County jail

This Agreement is made a part of the existing Agreement and effective on the 10th day of February, 1997

Said coin telephone will be installed at the facility at no cost to County

**CUSTOMER**  
BY: *Charles L. Still*  
**UPSHUR COUNTY**

**PEOPLES TELINK**  
BY: *Mario Nagar*  
**MARIO NAGAR**

**TITLE: COUNTY JUDGE**

**TITLE: SOUTHERN REGION MANAGER**

**RATIFIED BY: CHARLES L. STILL**

**BY: \_\_\_\_\_**

**TITLE: UPSHUR COUNTY JUDGE**

**TITLE: \_\_\_\_\_**

**DATE: 02/10/97**

# Upshur County Appraisal District

P.O. Box 280  
Gilmer, Texas 75644  
(903) 843-3041

## BOARD OF DIRECTORS

R. H. Bruns, Chairman  
T. L. Stanley, Vice Chairman  
J. R. Pomeroy, Secretary  
V. R. Nobles  
M. L. Smith

## CHIEF APPRAISER

LOUISE STRACENER, CTA, RPA, CSTA

January 30, 1996

TO: All Taxing Entities  
FROM: Upshur County Appraisal District

Please put Upshur County Appraisal District on your agenda for the February 10th meeting to present a proposal for construction of a new office building on the land recently purchased on Highway 49 west of Gilmer.

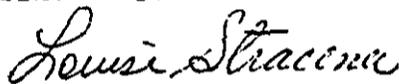
Enclosed is a building and site plan as well as the prorated cost to each entity. The total cost estimate is \$348,000. We will use \$148,000 from our reserve fund; therefore, total cost to the entities is \$200,000.

As you know we are very crowded in our current location and have been asked to find other office space to allow Gilmer ISD to use the total building. Audits in 1993 & 1995 by Methods & Standards of the Property Tax Division made the enclosed recommendations.

Your approval of the proposal will help us have more efficient work areas and be in compliance with State Standards.

You may use the enclosed resolution form or one of your own.

Sincerely,



Louise Stracener

RESOLUTION 97-01

WHEREAS the Upshur County Appraisal District was created in 1980 and first began to produce appraisal rolls for the taxing units in 1982; and

WHEREAS the 70th Texas Legislature has passed and the governor has signed Senate Bill Number 312 which permits the acquisition of real property and the construction or renovation of improvements by an appraisal district; and

WHEREAS the Board of Directors of the Upshur County Appraisal District has determined that it is in the best interest of the taxpayers of Upshur County that the Appraisal District construct a new office building.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Upshur County Appraisal District as follows:

1. The Board of Directors hereby proposes to construct a new office building on property located at 1711 Latch Road, Gilmer, Texas described as Tract C, A200 Wm. H. Hereford, 1.354 acres.
2. The Chief Appraiser shall deliver a copy of this resolution to the presiding officer of each governing body entitled to vote on the appointment of Board members. The Chief Appraiser shall include information showing the cost of other available alternatives to the proposal.
3. The Board of Directors of the Upshur County Appraisal District requests that each governing body of each taxing unit that received this resolution take positive action approving the acquisition of real property within thirty (30) days of receiving this signed resolution. Further, the Board requests that each governing body of each taxing unit file its resolution with the Chief Appraiser within ten (10) days after the expiration of the thirty (30) day period.

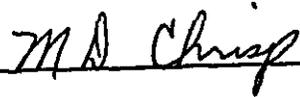
RESOLVED this 28th day of January, 1997

BOARD OF DIRECTORS  
UPSHUR COUNTY APPRAISAL DISTRICT

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Secretary

Attest:

  
\_\_\_\_\_

RESOLUTION

BE IT RESOLVED by the Commissioners Court of Upshur County, as follows:

The Commissioners Court of Upshur County does hereby approve the proposal made by the Upshur County Appraisal District to construct office building on property located at 1711 Latch Road, Gilmer, Texas described as Tract C, A200 Wm. H. Hereford, 1.354 Acres.

Passed this 10 day of Feb. 1997.

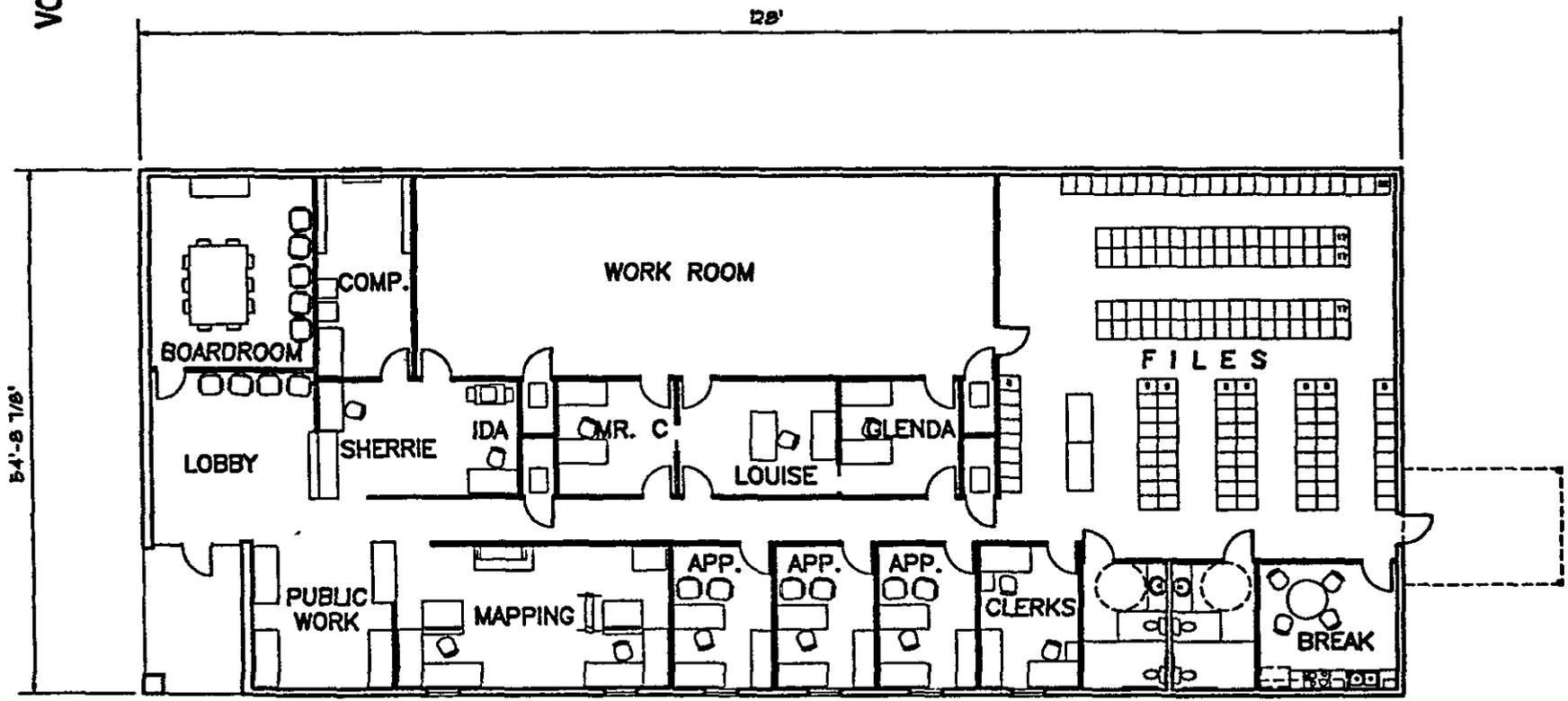
Charles J. Still  
County Judge

\_\_\_\_\_  
Commissioner, Precinct 1

Tommy Stanley  
Commissioner, Precinct 2

MAH  
Commissioner, Precinct 3

Chas. R. Thompson  
Commissioner, Precinct 4



① FLOOR PLAN

SCHEME 'D'

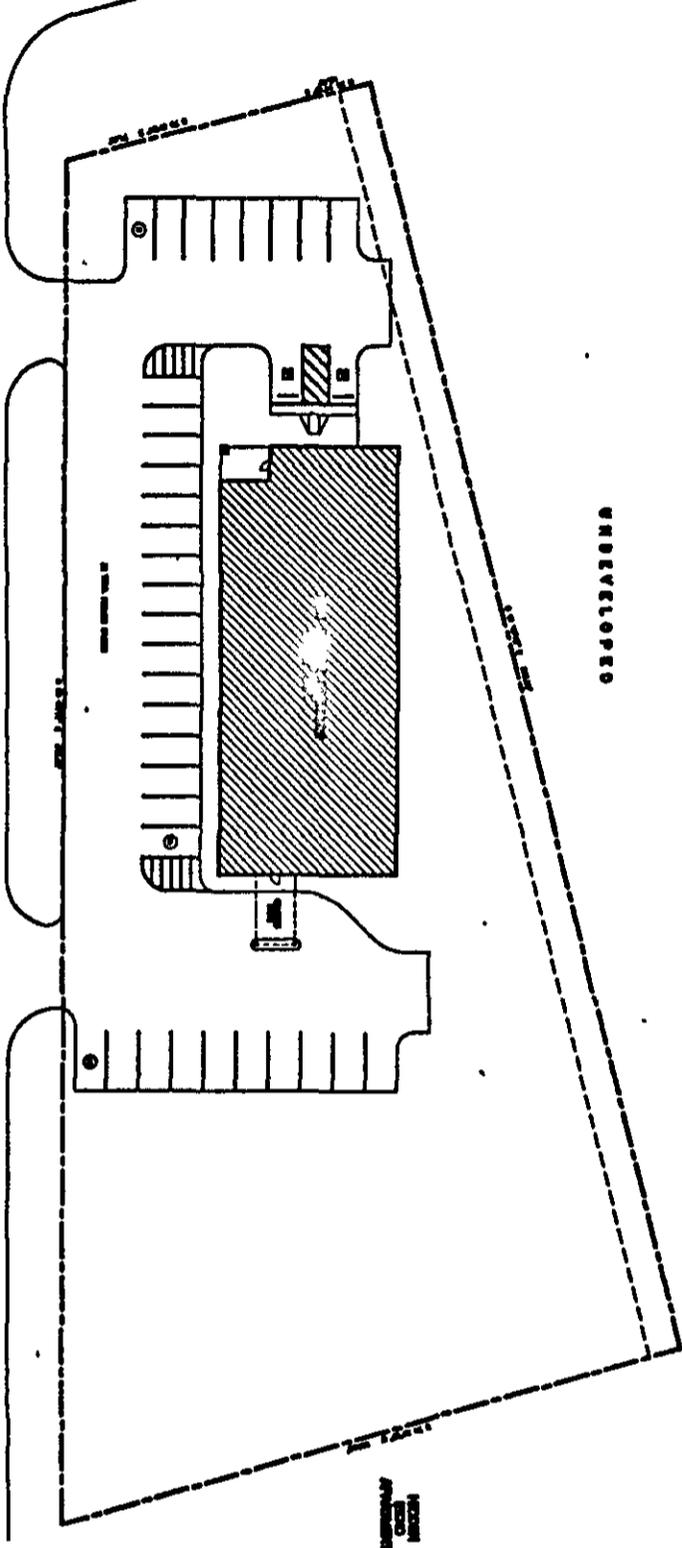
6,051 SF.

NT.S.

SITE PLAN

DIAMOND LOOP DRIVE

DEVELOPER



		<p><b>BREVARD ARCHITECTS</b>  <small>111 S. 10th Street, Suite 1000, Tallahassee, FL 32301</small></p>		<p><small>A NEW PROJECT FOR</small>  <b>UPPER COUNTY APPRAISAL DISTRICT</b>  <small>SILVER, TEXAS</small></p>	
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1997 BUDGET PRORATION  
 BASED ON 1996 TAX LEVY

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	PERCENT	ANNUAL PAYMENT	QUARTERLY PAYMENT	PRO-RATA SHARE OF BUILDING COST
Gilmer ISD	31.13%	115,400.00	28,850.00	62,267.00
Upshur County	27.00%	100,087.00	25,021.75	54,005.00
Harmony ISD	11.93%	44,232.00	11,058.00	23,867.00
Union Grove ISD	6.23%	23,106.00	5,776.50	12,467.00
Big Sandy ISD	5.76%	21,344.00	5,336.00	11,517.00
Ore City ISD	4.98%	18,468.00	4,617.00	9,965.00
City of Gilmer	4.35%	16,116.00	4,029.00	8,696.00
New Diana ISD	4.00%	14,833.00	3,708.25	8,004.00
Union Hill ISD	2.45%	9,078.00	2,269.50	4,898.00
Fire District #1	1.16%	4,282.00	1,070.50	2,310.00
City of Ore City	0.51%	1,902.00	475.50	1,026.00
City of Big Sandy	0.41%	1,513.00	378.25	816.00
City of East Mountain	0.08%	299.00	74.75	162.00
	100.00%	370,660	92,665.00	200,000.00

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**Condition of Appraisal District Office**

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The initial review of the Upshur County Appraisal District revealed that the condition of the office space leased by the district raised some serious safety and operational liability issues. The second review showed that these issues have not been addressed and that current conditions are unchanged or worse. This issue will be discussed in greater detail later in this report.

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**Appraisers Workspace**

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The first review indicated that the appraisers' workspace at Upshur County Appraisal District does not meet the International Association of Assessing Officers (IAAO) standards on office facilities, equipment and supplies. The second review showed that the district still fails to meet these standards. This issue will be covered in conjunction with appraisal district office conditions later in this report.

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**Backup Computer Data**

---

The first review showed the district did not store backup computer data off site in a secure fireproof facility as part of a comprehensive disaster recovery plan. The second review indicated the district has completely resolved this issue.

**Finding 4:** Upshur County Appraisal District is housed in the basement of an old elementary school building, occupying about 4,500 square feet. While the amount of space is adequate it is not well suited for the efficient operation of the appraisal district. In addition, the building experiences frequent water leaks, climate control problems and does not meet all the requirements of the Americans with Disabilities Act (ADA). Remodeling existing space is not feasible because of structural design problems.

The International Association of Assessing Officers (IAAO) describes the office facilities, equipment and supplies that appraisers need to carry out their duties in a cost effective manner. Facilities should be clean, attractive and sufficiently spacious to provide work space for each employee. They should provide space for public contact, office equipment, and storage space for records, maps, forms, and supplies. They should be arranged to facilitate the efficient performance of job functions, to minimize distracting sights and sounds, and to provide for conferences with members of the public and employees.

The following standards are recommended:

Chief Appraiser - a private office of 200 square feet or about 14 ft. by 14 ft.

Mapping/Drafting Area - 224 square feet

Appraisers - private or partitioned office space of at least 50 square feet (not including aisle and file space) for each appraiser

File Space - 6 square feet per linear foot of files

Conference Room - 14 ft. by 20 ft.

**Recommendation 4:** We recommend the district consider acquiring additional space that would better suit the districts needs. We also recommend the district adhere to ADA requirements and incorporate the IAAO guidelines into its future office plans.

April, 1993

The issues below represent areas that do not directly relate to the appraisal methods employed by the appraisal district. They do, however, impact the operations of the district. The recommendations, if implemented, will improve the overall operation of the district.

### FINDINGS AND RECOMMENDATIONS

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#### **3.1 The condition of the appraisal district's office space jeopardizes district operations.**

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The Upshur County Appraisal District currently leases approximately 4,500 square feet from the Gilmer Independent School District (ISD). This space is located in the basement of an old elementary school building that was condemned for school use, according to the chief appraiser. The Gilmer ISD administration offices are located above the appraisal district in the same building. While the district has an adequate amount of space, there are several issues concerning the condition of the building that concerned the review team:

1. There is no access to the bathrooms or boardroom for the handicapped. The doorways are too narrow for a wheelchair to go through. The chief appraiser informed us that the walls were all load bearing so that remodeling the interior was not feasible.
2. The roof of the building developed a leak that soaked all the way through from the top floor, into the basement and ruined one of the appraisal district's printers. The lighting fixture located directly above the draftsman's working area fell out of the ceiling and could have caused an injury to the draftsman if she had been sitting at the table at that time.
3. Since most of the basement is located below ground level, there have been several occasions when water has seeped through the walls and onto the floor. Appraisal district records have been ruined several times as a result. This could be extremely dangerous if there are electrical cords of any kind that run along the baseboards, such as computer or telephone cords. We did see exposed wires that ran along the ceiling area.

4. The appraisal district office climate control system is unreliable. This has resulted in the district losing computer data when one of the air conditioning units malfunctioned in the computer room.

The current condition of the building poses a safety risk and operational liability for the appraisal district. There have been several occasions that district operations have been interrupted resulting in a loss of equipment and data storage. The safety issue could result in lawsuits and create a potential liability for the board of directors. In addition, all of the member taxing units could be involved in the litigation and might bear any financial responsibility arising from the suits.

**Recommendation:**

We recommend that the board of directors consider moving the appraisal district headquarters to another building. An alternative recommendation is for the board to construct an office building designed to meet the appraisal district's needs.

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**3.2 The appraisers' workspace does not meet the International Association of Assessing Officers (IAAO) standards.**

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The International Association of Assessing Officers (IAAO) standards on facilities state that office facilities should be arranged to facilitate efficient job performance, to minimize distracting sights or sounds, and to provide for conferences with members of the public and employees. It also recommends that appraisers have private or partitioned offices of at least 50 square feet, not including aisles and file space.

The appraisers' workspace at Upshur County meets the IAAO space requirements, but the three appraisers do not have private or partitioned offices. They currently share one large room. The lack of privacy and open environment in which the appraisers work can create distractions not only for appraisers performing their daily work, but for taxpayers visiting appraisers about values or other issues related to their property. The need for confidentiality in these instances is especially important, but virtually nonexistent under the present conditions.

**Recommendation:**

We recommend that the appraisal district partition the appraisers' work area to facilitate privacy. We also recommend that the district incorporate these guidelines into their future office plans depending on the option they choose to implement.

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**3.3 Backup computer tapes are not kept in a secure and fireproof facility.**

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All critical computer backup tapes should be archived off-site in a secure fireproof facility as part of a disaster recovery plan. The district currently does a backup of the changes on a daily basis and a full file save every Friday for which we commend them. These tapes, however, are then taken home with the chief appraiser. Prior year tapes are also stored at her home. In the event of a disaster, critical appraisal information could be permanently destroyed.

**Recommendation:**

We recommend that the appraisal district store its daily and weekly backup tapes in a fireproof storage facility such as a safety deposit box at a bank or explore the possibility of purchasing a fireproof safe.

**AGREEMENT FOR FUNDING OF ADDRESSING ACTIVITIES**

This Contract is made and entered into by and between the **EAST TEXAS COUNCIL OF GOVERNMENTS**, hereinafter called "**ETCOG**", and **UPSHUR COUNTY**.

**WITNESSETH**

WHEREAS, **ETCOG** has been designated as the Grantee pursuant to a Grant Agreement between the Advisory Commission on State Emergency Communications, hereinafter referred to as "**ACSEC**"; and

WHEREAS, **UPSHUR COUNTY** desires to receive funding for addressing activities from the addressing pool funds established by **ACSEC**; AND

WHEREAS, a contract between **ETCOG** and **UPSHUR COUNTY** which permits **UPSHUR COUNTY** to receive funding for addressing activities as defined in the agreement between **ETCOG** and **ACSEC** has been authorized by the Executive Committee of the **EAST TEXAS COUNCIL OF GOVERNMENTS** and the governing body of **UPSHUR COUNTY**.

NOW, THEREFORE **ETCOG** and **UPSHUR COUNTY**, in consideration of the terms, covenants and conditions herein, hereby agree as follows:

I.

**ETCOG** agrees to submit request for reimbursement for addressing activities conducted by **UPSHUR COUNTY** and/or its subcontractor to **ACSEC** and to distribute the resulting reimbursement to **UPSHUR COUNTY** and/or the parties performing the addressing activity at the request of **UPSHUR COUNTY**.

It is agreed and understood that **ETCOG's** ability to reimburse **UPSHUR COUNTY** for addressing activities is limited wholly and completely to its receipt of funds from the **ACSEC**. In no event shall **ETCOG** be liable or responsible for the failure of **ACSEC** to fund addressing activities.

FOR AND IN CONSIDERATION of the foregoing, **UPSHUR COUNTY** agrees to undertake addressing activities in **UPSHUR COUNTY** in accordance with **ACSEC's** directives and requirements and to submit, on a timely basis, requests for reimbursement for addressing activities.

It is agreed and understood that the term "addressing activity" is defined as work associated with the initial inventory of a county for the purpose of rural addressing, conversion of box and route numbers to street addresses, correction of existing address errors, notification to residents of new addresses, resolution of address assignment problems, and installation of new street signs.

## III.

For and in consideration of the receipt of reimbursement for addressing activities, to the extent funds are available from ACSEC, UPSHUR COUNTY agrees to the following:

- A. Addressing activity costs eligible for reimbursement under the terms of this agreement shall be limited to only those direct, actual expenses (personnel, materials, travel and signage) associated with the following:
- (1) One time county inventory to assign new addresses:
    - a. Acquire county maps and street lists;
    - b. Identify county and private roads (named and unnamed);
    - c. Identify areas needing addresses;
    - d. Establish address ranges.
  - (2) Correction of existing address errors;
    - a. Identify and locate areas currently addressed;
    - b. Review address assignment between incorporated and unincorporated areas.
  - (3) Conversion of postal route/box numbers to street addresses:
    - a. Identify new addresses matched to route/box numbers (to facilitate Post Office conversion).
  - (4) Notification of residents with new addresses:
    - a. Identify territory for phased address notification (in cooperation with Post Office);
    - b. Specify or determine type of response;
    - c. Notify residents of new addresses.

(5) Resolution of problems in assignment:

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- a. Establish inquiry, post-notification, and address correction measures, including follow-up responses certifying final address.

(6) Installation of new street signs:

- a. Identify numbers of street signs required as a result of addressing project;
- b. Identify materials necessary for sign installation;
- c. Purchase necessary signage material;
- d. Install signs.

- B. In carrying out its activities under the scope of this Agreement, **UPSHUR COUNTY** shall comply with the terms and provisions of the Uniform Grant and Contract Management Act of 1981, as amended (Tex. Rev. Civ. Stat. Ann. art. 4413 (32g)).
- C. **UPSHUR COUNTY** shall refund to **ETCOG** any sum of funds granted under the terms of this Agreement, which **ACSEC** determines has resulted in overpayment to **UPSHUR COUNTY**, or which **ACSEC** determines has not been used by **UPSHUR COUNTY** strictly in accordance with the terms and provisions of this Agreement. Such refund shall be made by **UPSHUR COUNTY** to **ETCOG** within ten (10) working days after said refund is requested by **ETCOG**.
- D. **UPSHUR COUNTY** shall insure that adequate fiscal records and supporting documentation of all costs reimbursed under the terms of this Agreement are maintained, as appropriate, and in accordance with the provisions of this Agreement and applicable state law. **UPSHUR COUNTY** shall maintain such fiscal records and supporting documentation of all costs reimbursed until instructed by **ETCOG** to destroy or dispose of such records and documents.
- E. **UPSHUR COUNTY** shall insure that **ACSEC**, **ETCOG**, and/or their duly identified representative has access to and the right to examine all books, accounts, records, reports, files, and other papers or property belonging to or in use by **UPSHUR COUNTY**, its subcontractors and/or any other authorized agents or agencies that have or will be performing addressing activity to be reimbursed under the terms of this Agreement.
- F. **ETCOG** reserves the right to withhold any and all payments otherwise due **UPSHUR COUNTY** under the terms of this Agreement if **UPSHUR COUNTY** fails to submit to **ETCOG** in a timely and satisfactory manner any report required by this Agreement. If **ETCOG** withholds such payments, it shall notify the Grantee, in writing, of its decision and the reasons therefore. Payments withheld pursuant to this provision may be held by **ETCOG** until such time as those delinquent obligations are fulfilled by Grantee. If for any reason, **ACSEC** fails and refuses to make reimbursement to

*ETCOG* for amounts submitted by *UPSHUR COUNTY*, *UPSHUR COUNTY* agrees that *ETCOG* shall have no liability for such funds.

- G. *ETCOG* and *ACSEC* reserve the right to perform periodic on-site monitoring of *UPSHUR COUNTY*, *UPSHUR COUNTY*'s performing subcontractors, agent, or employee and/or any other authorized agent in compliance with the terms and conditions of this agreement. Following such a monitoring visit, if *ACSEC* provides *ETCOG* with a written report of *ACSEC*'s findings, *ETCOG* will provide such findings to *UPSHUR COUNTY*. If the monitoring reports identify non-compliance with the terms and provisions of this Agreement, the monitoring report shall also identify requirements for the timely correction of such deficiencies by *UPSHUR COUNTY*. Failure by *UPSHUR COUNTY* to take action specified in the monitoring report may be cause for suspension or termination of this Agreement.
- H. Any alterations, additions, or deletions to the term of this Agreement shall be by amendment hereto, in writing, and executed by both parties to this Agreement.
- I. If *UPSHUR COUNTY*, *UPSHUR COUNTY*'s subcontractor and/or any of its authorized agents fail to comply with any term or provision of this Agreement, *ETCOG* may, upon written notification to *UPSHUR COUNTY*, suspend and/or terminate this Agreement, in whole or in part, and withhold further payments to *UPSHUR COUNTY*, and permit *UPSHUR COUNTY*, *UPSHUR COUNTY*'s performing subcontractor and/or any of its authorized agents from incurring additional obligations of funds under this Agreement.
- J: Unless otherwise directed by *ETCOG*, *UPSHUR COUNTY* shall arrange for the performance of an annual financial and compliance audit of funds received and costs reimbursed under the terms of this Agreement and in compliance with the terms of this Agreement, including the Texas Uniform Grant and Contract Management Standards. *UPSHUR COUNTY* shall be liable to *ETCOG* for any costs disallowed pursuant to financial and compliance audits of funds received under the terms of this Agreement.
- K. In entering into this Agreement, *UPSHUR COUNTY*, its subcontractors, and/or any of their authorized agents shall comply with all applicable state and federal laws to include, but not limited to, the following:
- (1) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 (d) and with the provisions of 45 C.F.R. 80;
  - (2) Executive Order 11246 (Equal Employment Opportunity), 41 C.F.R., Chapter 60;
  - (3) The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);

- (4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans With Disabilities Act of 1990;
- (5) Occupational Safety and Health Act of 1970 and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as applicable.

All such provisions of the above state and federal laws shall be complied with by **UPSHUR COUNTY** to the extent such state and federal laws are applicable.

#### IV.

For and in consideration of the receipt of reimbursement for addressing activities, **UPSHUR COUNTY** agrees to be responsible for identifying and reporting to **ETCOG** addressing activity expenditures to be reimbursed under the terms of this Agreement. Such reporting and related reimbursement shall comply with the following guidelines:

1. Individual project expenditures shall be reported on the Project Financial Report, (Form 911-ADRO1), Attachment "C", one form for each project.
2. County shall summarize all such reports (for all projects involved) on Grantee Summary Financial Report and Reimbursement Request (Form 911-ADRO2), Attachment "C".
3. The Grantee Summary Financial Report and Reimbursement Request, copies of all relevant project financial reports, and a narrative progress report (as described below) shall be submitted to **ETCOG** by **UPSHUR COUNTY** no more frequently than once per month for reimbursement of the addressing activity cost identified. Said report and request should be submitted to **ETCOG** by the tenth of each month for reimbursement in a timely manner.
4. Upon verifying that the addressing activity and associated costs reflected in the above reports comply with the terms of this Agreement, **ETCOG** shall be authorized to reimburse **UPSHUR COUNTY** for the eligible costs identified on the "Grantee Summary Financial Report and Reimbursement Request Form". **ETCOG** shall be responsible for reimbursing **UPSHUR COUNTY** for their appropriate eligible project expenditures. However, such reimbursement is specifically contingent upon receipt of reimbursement by **ETCOG** from **ACSEC**.
5. The "narrative progress report" shall identify the progress, by component, of each project described in Attachment "B", as of the date of each Project Financial Report. A project "component" is defined as an enumerated addressing activity identified in Provision #1 (Pages 2 and 3), above.
6. Adequate and verifiable local match, in accordance with the terms and provisions of this Agreement, shall be identified and reported by **UPSHUR COUNTY** on the "Project Financial Report" for each addressing project funded in whole or in part by

this Agreement no later than the final request for reimbursement of costs relating to each project.

V.

It is understood and agreed that, notwithstanding any provisions contained herein to the contrary, *ETCOG's* financial obligation to *UPSHUR COUNTY* under this subcontract will not exceed the total amount of the grant funds obligated by *ACSEC*.

VI.

Final acceptance of the costs to be reimbursed and that are submitted by *COUNTY* are subject to monitoring by *ACSEC* and final acceptance of any costs submitted for reimbursement is subject to approval by *ACSEC* prior to payment.

VII.

This contract shall be effective from the 10 day of FEBRUARY, 1998 and shall extend through the 31 day of AUGUST, 1998.

VIII.

Limitations on Liability

*ETCOG* is dependent upon receipt of adequate funds from *ACSEC* to meet its obligations under the contract herein. It is expressly agreed and understood that *ETCOG* shall not be liable for reimbursement of costs under this Agreement if such funds are not furnished, for any reason, from *ACSEC*.

*ETCOG* shall not be liable for expenditures made in violation of rules, regulations and guidelines promulgated by *ACSEC* or any applicable state or federal law, regulation, rule, or guideline.

*ETCOG* shall not be liable for costs incurred by *UPSHUR COUNTY* for performances rendered by *UPSHUR COUNTY* prior to the beginning date of this subcontract or after the termination date of this subcontract.

*ETCOG* shall not be liable for any costs incurred by *UPSHUR COUNTY* for performances rendered by *UPSHUR COUNTY* or any subcontractor of *UPSHUR COUNTY* under this Agreement that has not been reported to *ETCOG* within sixty (60) days following termination of this subcontract.

## IX.

**UPSHUR COUNTY** assures and guarantees **ETCOG** that **UPSHUR COUNTY** possesses the legal authority to enter into this Agreement pursuant to official motion, resolution or action passed or taken by **UPSHUR COUNTY's** governing body.

## X.

Any alterations, additions or deletions to the terms of this subcontract which are required by changes in **ACSEC's** rules, regulations or federal or state law are automatically incorporated into this Agreement without written amendment and are effective on the date designated by such laws or regulations. It is agreed that this contract may be amended from time to time during the term of the Agreement by **ETCOG** issuing policy directives that serve, establish, interpret or clarify, performance requirements under this Agreement. Such policy directives shall be promulgated by the Executive Director of **ETCOG** or his designee in the form of a written communication, which have the effect of qualifying the terms of this Agreement.

Except as specifically provided by this Agreement, any other alterations, additions or deletions to the terms of this subcontract shall be by written agreement, executed by both parties.

## XI.

Either party may terminate this Agreement for any reason upon thirty (30) days written notice. After receipt of a notice of termination, **UPSHUR COUNTY** shall:

- A. Stop all addressing activities;
- B. Make no requests for further addressing activities for which costs will be incurred;
- C. Terminate all orders and subcontracts which relate to the performance of the addressing activities under such Agreement.

All notices required or permitted under this Agreement shall be in writing and shall be delivered when delivered in person or deposited in the United States Mail, postage pre-paid, addressed as follows:

**COUNTY:** UPSHUR County, Texas  
Honorable Charles L. Still  
P. O. Box 790  
Gilmer, TX 75644

**ETCOG:** East Texas Council of Governments  
Mr. Glynn Knight, Executive Director  
3800 Stone Road  
Kilgore, TX 75662

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

XIII.

This Agreement contains the entire agreement of the parties and there are no other promises, terms, or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties, if any.

XIV.

This Agreement shall be governed by the laws of the State of Texas.

Agreed this 10 day of Feb, ~~1996~~ <sup>1997</sup>.

UPSHUR County, Texas

By: Charles L. Still  
Authorized Representative

East Texas Council of Governments

By: \_\_\_\_\_  
Authorized Representative

Agreement.Addressing.Gary.Price (gayle.w)

FILED  
REX A. SHAW  
CLERK  
97 FEB 10 AM 10:14  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
REPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT



PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #1

DATE 1-31-97

Formal notice is hereby given that JOHN BERNARD whose principal address is \_\_\_\_\_ does hereby propose to place a CULVERT within the ROW of County Road SNIDER RD.. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

APPROVAL OF PERMIT APPLICATION

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

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

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

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

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

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

SWEET WILLIAM

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

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

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

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

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

William Robertson  
First Party Signature

Charles J. Hill  
County Judge

RT. 1 BOX 101  
Street or Box

\_\_\_\_\_  
Commissioner 1

ORE CITY, TX. 75683  
City, State and Zip Code

\_\_\_\_\_  
Commissioner 2

968-6484  
Telephone

\_\_\_\_\_  
Commissioner 3

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

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

1-31-97  
Date Signed

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

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

BLUEBONNETT AND DAHLIA

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

[Signature]  
County Judge

H C 74 BOX 100  
Street or Box

\_\_\_\_\_  
Commissioner 1

WRIGHT CITY, OK. 75766  
City, State and Zip Code

\_\_\_\_\_  
Commissioner 2

405-981-1506  
Telephone

\_\_\_\_\_  
Commissioner 3

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

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

2-3-97  
Date Signed

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

Permit issued for a period not to exceed 90 days.

Date: 2-10-97

COMMISSIONER COURT  
ATTENDANCE SHEET

Name	City of Residence
Nancy Thompson	Gilmer
Jan Williams	Gilmer
Mary Harris	Gilmer
Joe M. Glenn	Gilmer (Pulchett)
Ray Roeder	Gre. City
Robbie Brown	Gilmer
Rid and Hollis	Gilmer
Louise S. Smith	Gilmer
Bucky Crow	Gilmer
Ed. Potts	Gre. City
Bucky Anderson	Gilmer
B. Eric Jenkins	Pulchett
Bill Bacon	County
Gardner Floney	Big Sandy
Ronan Mitchell	Gilmer
Mike Smith	Upper County
Mac Crocker	Mirror
Phillip Williams	TYLER MORNING (GILMER) TELEGRAPH
L. Ann M. G.	Louisa News Journal
Sara Thomas	Gilmer
Melvin Reynolds	Gilmer - Upper Ct.