

NOTICE OF MEETING  
 COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
 MONDAY, FEBRUARY 24, 1997, 9.00 AM  
 UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take appropriate action.
3. Financial statement.
4. Consider approval of accounts payable and take appropriate action.
5. James Morton to request converting lots to acreage in Glenwood Acres.
6. Consider approval of purchase of a backhoe from the State through Houston-Galveston Council of Governments for Pct. 1.
7. Consider advertising for bids to sell a track loader (inoperable) for Pct. 1.
8. Consider accepting a road off Silktree Road into the lateral road system J. W. Lightfoot is the developer.
9. Hear G. D. Ray concerning exotic animal identification.
10. Hear Mary and Mike Irons, Delia Sprayberry and Katherine Smith concerning wild animals.
11. Ronnie Mitchell to give Juvenile Probation office annual report.
12. Approve the County Treasurer paying right of way parcels purchases as processed by Charles Thompson and approved by the County Auditor.
13. Approve County and District Clerks attending a seminar at Texas A&M March 19-21, 1997.
14. Hear report from Oakerson, Arnold, Walker & Co. concerning the outside audit.
15. Approve deputations of employees in the tax office.
16. Discuss a request for a resolution concerning aviation gasoline tax.
17. Consider approval of applications for use of Upshur County roads and right of way.
18. Hear Dona Flippo on 911 emergency system mapping and addressing;
  - A. Accept for recording a signed agreement for funding of addressing activities between Upshur County and ETCOG.
  - B. Review letter from ETCOG 911 Coordinator asking for an explanation of past events and any corrective action taken.
  - C. Adopt by-laws for Upshur County Advisory Committee.
  - D. Appoint Committee members from Commissioners Court to sit on the Advisory Committee.
19. Approve payroll changes.

*Charles L. Still*

Charles L. Still  
 County Judge

FILED  
 REX A. SHAW  
 COUNTY CLERK  
 97 FEB 20 PM 3:54  
 BY  DEPUTY  
 CLERK OF COUNTY, TX.

UPSHUR COUNTY COMMISSIONER COURT

2-24-1997

Commissioner's Court met in Special Session. All members present

1. Motion by Tommy Stanley seconded by Kenney Thompson to approve minutes of previous meetings dated 2-10-1997 and 2-14-1997. Motion carried.

2. Motion by Kenney Thompson seconded by Rick Jackson to approve budget amendments presented by County Auditor. Motion carried. Copy attached

3. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve financial statements presented by County Auditor. Motion carried. Copy on file in County Clerk's office.

19 Motion by Tommy Stanley seconded by Gaddis Lindsey to approve setting salary of County Bailiff at \$9.95 an hour. Motion carried.

4. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve payment of bills now due. Motion carried Copy attached.

5. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve request of James Morton to convert lots into acreage. Land is located in Glenwood Acres. Motion carried.

6. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve purchase of a backhoe from the State through Houston-Galveston Council of Governments for Pct. 1. Motion carried.

7. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve advertising to sell a track loader for Pct. 1. Bids to be opened 3-10-1997. Motion carried.

8. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve accepting in the lateral road system road known as Lacey road. Motion carried.

9. G. D. Ray met with court to discuss exotic animal identification. Mr. Ray recommended tattooing as a means of identification to ownership and that these tattoos should be registered with the county. Judge Still thanked Mr Ray for coming and assured him the Commissioner's Court would hold a work session on this topic in the very near future. No formal action taken.

10 Mary and Mike Irons, Delia Sprayberry and Katherine Smith spoke with Court about exotic animals. Each of these persons own one or more of these animals and each expressed desire to participate in any future work shop court will have. Again, Judge Still thanked each one for coming and assured them any and all participation from them in the work shop concerning exotic animals that will be held in the near future is muchly appreciated No formal action taken.

11 Motion by Kenney Thompson seconded by Rick Jackson to accepting for recording, Annual Report from the Upshur County Juvenile Probation Office Motion carried. Copy of report submitted by Juvenile Probation Officer, Ronnie Mitchell, attached

12. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the County Treasurer paying right of way parcels purchases as processed by Charles Thompson and approved by the County Auditor. Motion carried. Copy attached.

13. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve County and District Clerk attending a seminar at Texas A& M March 19-21, 1997. Motion carried Copy attached.

14. Kris Arnold, from Oakerson, Arnold, Walker and Company met with Court to speak with Court concerning outside audit Motion by Gaddis Lindsey seconded by Tommy Stanley to accept report presented by auditors. Also in this motion is for Ben Sheperd, County Auditor, to speak with each County office concerning results of audit and to report back to Court. Motion carried Copy of audit on file in County Clerk's office

15. Motion by Tommy Stanley seconded by Kenney Thompson to approve deputations of Bernadine Evans, Laura Hollingsworth and Claudene Bowden, all from Tax Office. Motion carried Copies attached.

16. Motion by Gaddis Lindsey seconded by Rick Jackson to approve tabling for further studying, agenda item concerning request for a Resolution concerning aviation gasoline tax. Motion carried.

17 Motion by Tommy Stanley seconded by Kenney Thompson to approve the following Special Road Use Agreement Contracts and Permit Applications:

Special Road Use Agreement Contract submitted by Page Logging to haul logs on Violet.

Special Road Use Agreement Contract submitted by Jan Vanderwall to haul logs on Black Walnut and Chinaberry.

Permit Application submitted by Doug Nobles to place a culvert in ROW of Mallard Road.

Permit Application submitted by Gary Foster to place a culvert in ROW of White Fir.

Special Road Use Agreement submitted by P.L. Logging to haul logs on Muskrat.

Special road Use Agreement submitted by Weyerhaeuser to haul logs on Aster.

Permit Application submitted by Charles Baker to place a culvert in ROW of Red Clover.

Permit Application submitted by C.W. Resources, Inc. to place a road here in ROW of Pelican.

Motion carried on all the above. Copies of all the above attached.

18. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve placing into minutes for recording purposes, signed Agreement for Funding of Addressing Activities. Motion carried. Agreement attached. (This was previously approved on 2-10-1997.)

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve and accept Upshur County 9-1-1 Advisory Committee Bylaws. Copy of bylaws attached.

Motion by Kenney Thompson seconded by Gaddis Lindsey to approve appointing Rick Jackson to the 9-1-1 Advisory Committee. Motion carried.

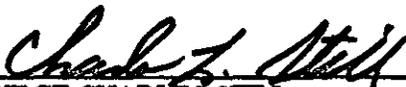
Motion by Gaddis Lindsey seconded by Rick Jackson to approve appointing Tommy Stanley to the 9-1-1 Advisory Committee. Motion carried.

Motion by Gaddis Lindsey seconded by Tommy Stanley to accept list submitted by Dona Flippo, 911 Coordinator, names for the 911 Advisory Committee. Copy of list attached.

Copy of memo to Donna Flap, Upshur County Addressing Coordinator, from Carolyn Flores, 911 Coordinator concerning Addressing Funds.

Motion by Tommy Stanley seconded by Gaddis Lindsey to adjourn. Motion carried.

Attendance Sheet placed into minutes for matter of recording only.

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

  
\_\_\_\_\_  
COMMISSIONER RICK JACKSON

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

  
\_\_\_\_\_  
COMMISSIONER KENNEY THOMPSON

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

UPSHUR COUNTY  
BUDGET AMENDMENTS

FILLO  
REX A. SHAW  
COUNTY CLERK  
97 FEB 25 PM 2:37  
UPSHUR COUNTY, TX.

The following budget amendments were approved on this the 24TH  
day of FEBRUARY, 1997.  
BY \_\_\_\_\_ CLERK

Charles Still  
Charles Still, County Judge

Gaddis Lindsey  
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

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BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 2-24-97

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>
	<i>From Reserves</i>			
To:	15	611	5500	20,000

Reason:

*Gadde Lindsey*  
Department Head

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

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 2-24-97

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	401	4502	900.00
To:	10	426	4502	900.00

Reason: RECLASSIFY EDUCATIONAL EXPENSES OF ADMINISTRATIVE ASSISTANT TO COUNTY COURT.

Charles Still  
Department Head COUNTY JUDGE

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

BUDGET AMENDMENT

Date: 2-11-97

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			
	10-409	-	2400	19.98
To:	10-497	-	1300	3121.93
	10-497	-	2150	238.83
	10-497	-	2450	15.61
Reason:	87-202	-	2800	269.42
				<u>3665.77</u>

*Part-time worker*

*Myra Harris*  
Department Head

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

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 FEB 1997

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/24/97 thru 02/27/97

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
61223-AP	02/24/97	A & E MILL AND WELDING SUPPL	\$38.50	\$38.50	PCT#2CUST#173000/SUPPLIES, EQUIPMENT
61224-AP	02/24/97	ACCU. CHEM LABORATORIES	\$465.00	\$211.50 \$237.00 \$16.50	CCP-PROFILES 1/17/21/97 SUP/PROFILE III (18) CCP/PROFILE III/L SALTER
61225-AP	02/24/97	ALFORD & PACE	\$71.90	\$71.90	J. CTR-PARTS, FREIGHT
61226-AP	02/24/97	ARKLA GAS	\$3,281.57	\$1,021.93 \$204.54 \$237.86 \$536.43 \$844.88	J CTR-ACCT#0821336289005/FEB 10'97 BILLING ROCK_BLDG-#0821334069001/FEB 11'97 BILLING CO LIB-#0821335358006/FEB 11'97 BILLING CO LIB-#0821335367008/FEB 11'97 BILLING CO CTH-#0821334321006/FEB 11'97 BILLING
				\$21.30 \$403.18 \$11.45	PCT#3-#0921334261002/FEB 12'97 BILLING BANK ANNEX-#0921336003014/FEB 12'97 BILLING PORTER BLDG-ACCT#0921334007007/FEB 14'97 BILLING
61227-AP	02/24/97	AW'S COUNTRY STORE	\$8.98	\$6.69 \$2.29	PCT#1-OIL PCT#1-OIL
61228-AP	02/24/97	BARRY WALLACE, ATTY	\$250.00	\$250.00	D. CT-CS#11,339&11,405 ARLEN GODLOCK
61229-AP	02/24/97	BILL WM W. GROGAN, D D S	\$749.00	\$749.00	CO JAIL-DENTAL 1/3, 8, 22/97
61230-AP	02/24/97	BISHOP & BISHOP, P C	\$250.00	\$250.00	D CT-CAUSE#10,636 PHILLIP JOINER
61231-AP	02/24/97	BOB BARKER CO., INC.	\$148.24	\$148.24	CO JAIL-CUST#URSTXO/SHOWER CURTAINS(10); FREIGHT
61232-AP	02/24/97	BOGEL SALES INC.	\$319.85	\$296.05 \$23.80	CO BLDGS-CUST#870210/TOILET TISSUE; TOWELS; TRASH BAGS CO BLDGS-CUST#870210/TRASH BAGS
61233-AP	02/24/97	BRODART CO	\$583.01	\$583.01	CO LIB-58 BOOKS
61234-AP	02/24/97	BROOKS ELECTRIC	\$92.00	\$92.00	A. PROB-LABOR/BLDG
61235-AP	02/24/97	BROOKSHIRES	\$273.04	\$123.04 \$150.00	D A-CHRISTINE LARKIN/HOT CK RESTITUTION D A-BESSIE J MATTHEWS/HOT CK RESTITUTION
61236-AP	02/24/97	CARRIER BOCK CO	\$1,063.00	\$1,063.00	J CTR-(1)ADAPTER CURB/FOR A/C UNIT
61237-AP	02/24/97	CAVENDER'S BOOT CITY	\$362.95	\$174.93 \$188.02	CO S-7 PR. JEANS CO S-PANTS
61238-AP	02/24/97	CHAMBERLAIN'S HOME CENTER	\$37.80	\$37.80	CO BLDGS-ACCT#205/LIGHTS
61239-AP	02/24/97	CHEVRON U.S.A. INC.	\$48.61	\$30.42 \$18.19	CO S-ACCT#789-878-984-2/GASOLINE CCP/#7898789859 01/29/97 BILLING

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Approved Disbursements  
All Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 02/24/97 thru 02/27/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
61240-AP	02/24/97	CHILDERS & SONS REPAIR	\$73 21	\$73 21	CCP-SUPPLIES
61241-AP	02/24/97	CINDY GRIMES	\$30 00	\$30 00	CCP-VICTIM'S IMPACT 1/20/97
61242-AP	02/24/97	CIVIC RESEARCH INSTITUTE, IN	\$71 95	\$71 95	SUP/THE SEX OFFENDER CORRECTIONS, TREATMENT, LEGAL IT
61243-AP	02/24/97	COMMUNITY REHABILITATION	\$880 00	\$330 00 \$550 00	CCP-(6)hr CONTRACT SERVICES 12/96 CCP/JANUARY '97 BILLING KENNETH L. PHILIP P., ARREON W.; ASHLEY P.
61244-AP	02/24/97	COMPLETE BUSINESS	\$4,530 19	\$4,995 00	COMM CT-(1)RICOH ET5540 COPIER, SORTER, BIN \$34 94 CD JAIL-CUST#LN0461/COPY COUNT CONTRACT; 2588 COPIES MADE 01/01/97-02/01/97 \$32 57 CD (TR-CUST#LN0461/COPY COUNT CONT 2171 COPIES MADE 02/01/97-03/01/97 \$89 74 SUP-FAX INK; COPY BILLING \$77 61 SUP/#E4522 COPY COUNT 1/1-2/1/97 \$41 95 SUP/#F4022 COPY COUNT 1/1-2/1/97 \$49 89 SUP/#A522 COPY COUNT 12/1/96-1/1/97 \$1,095 00 D.A-(1)DEX 625 FAX MACHINE(W/TRADE-IN) \$106 02 CD CLK-CUST#LN0461 \$7 47 CD AUD-CUST#LN0461/RICOH F4415(553 COPIES MADE 01/01/97-02/01/97
61245-AP	02/24/97	CONOCO INC.	\$13 57	\$13 57	CD S-ACCT#24 715 2226/GASOLINE
61246-AP	02/24/97	CRABTREE BARRICADE SYSTEMS	\$227 57	\$227 57	PCT#2-CUST#221/VEHICLE EMBLEMS(12)
61247-AP	02/24/97	CROWN PRODUCTS, INC	\$18 41	\$18 41	J CTR-GASKET MATERIAL FOR HEATING UNIT
61248-AP	02/24/97	DAVID P. MOONEY	\$300 00	\$300 00	CD EMRG-NOV&DEC '96 SERVICES RENDERED
61249-AP	02/24/97	DAYTOP VILLIAGE INC	\$2,325 00	\$2,325 00	JUV PRDB-PLACEMENT/K L (31days@ \$75 00per day)
61250-AP	02/24/97	DONA FLIPPO	\$530 41	\$530 41	911-REIMBURSE/378mi @ 29ea. MEALS, LODGING(MAR-E NFO TRAINING)
61251-AP	02/24/97	DR. BAGHERIAN	\$138 00	\$138 00	D.A-DONNA K REED/HOT CK RESTITUTION
61252-AP	02/24/97	EAST TEXAS COUNCIL OF GOVERN	\$1,882 00	\$1,882 00	NON DEPT-1997 ANNUAL MEMBERSHIP DUES
61253-AP	02/24/97	EAST TEXAS COUNCIL ON ALCOHO	\$1,900 00	\$1,900 00	ETCADA-1997 BUDGET ALLOCATION
61254-AP	02/24/97	EAST TEXAS INSURANCE AGENCY	\$50 00	\$50 00	CD S-JAMES DECUIR/#13730221 BOND RENEWAL
61255-AP	02/24/97	EASTEX VIDED	\$39 00	\$39 00	CD S-REPLACED IDLER ASSY-SERVICED & TESTED OK
61256-AP	02/24/97	ECONOMY AUTO SUPPLY, INC	\$449 17	\$49 64	PCT#4-ROTOR; CAP; SPARK PLUGS; PLUG WIRES

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/24/97 thru 02/27/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$27.10	PCT#4-INTAKE MANIFOLD GASKET SET
				\$29.41	PCT#4-BATTERY(DIFF IN EXCHANGE)
				\$17.83	PCT#4-HOSE; DISC BRAKE PADS
				\$142.65	PCT#3-BRAKE ROTORS, BRAKE PADS
				\$48.98	PCT#4-WHEEL CYLINDERS (2)
				\$14.26	PCT#4-FILTERS
				\$29.70	PCT#4-OIL DRY
				\$89.60	PCT#4-TRUCK BATTERY; RECYCLE FEE; CHECK VALVE; HYDRAULIC OIL (5 GAL)
61257-AP	02/24/97	ELWELL'S OIL & LUBE	\$34.00	\$17.00	CO S-UNIT#19/OIL, FILTER, LABOR
				\$17.00	CO BLDGS-OIL; FILTER; LABOR
61258-AP	02/24/97	EXPRESS LUBE DBA	\$131.70	\$18.95	CO S-UNIT#2/OIL; FILTER; LABOR
				\$10.00	CO S-UNIT#3-WINDSHIELD WIPER BLADE
				\$18.95	CO S-UNIT#17/OIL, FILTER, LABOR
				\$18.95	CO S-UNIT#5/OIL, FILTER; LABOR
				\$18.95	CO S-UNIT#21/OIL; FILTER; LABOR
				\$26.95	CO S-UNIT#2-OIL, FILTERS, LABOR
				\$18.95	CO S-UNIT#8/OIL; FILTER; LABOR
61259-AP	02/24/97	FANNIN FARM EQUIPMENT	\$71.03	\$19.03	PCT#1-GLOVES; 7018X1/8 AC. 4011 X1/8 5LB
				\$52.00	PCT#1-CYLINDER RENT FOR JAN /7 ACET. & OXY
61260-AP	02/24/97	FEDEX	\$149.00	\$73.00	COMPUTER-ACCT#210-8625-2/SHIPPED TERMINALS TO CARROLLTON
				\$76.00	CO S-ACCT#1716-1325-6/SHIPPED PACKAGES TO HUNTSVILLE
61261-AP	02/24/97	GENERAL TELEPHONE COMPANY	\$9.02	\$9.02	CO SHERIFF-#18A-2703/JAN 19'97 BILLING
61262-AP	02/24/97	GILMER DISCOUNT TIRE	\$11.00	\$5.00	PCT#4-REPAIR FLAT TIRE
				\$6.00	PCT#4-REPAIR FLAT TIRE
61263-AP	02/24/97	GILMER DRUG COMPANY	\$406.32	\$24.31	CO JAIL-GLEEVE BROWN/PRESCRIPTION
				\$10.08	CO. JAIL-GLEEVE BROWN/PRESCRIPTION
				\$6.34	CO S-UPS
				\$11.57	CO JAIL-JAMES COLLINS/PRESCRIPTION
				\$17.19	CO JAIL-KENNETH JACKSON/PRESCRIPTION
				\$60.82	CO JAIL-M. WHITTINGTON, J. ANGELO, /PRESCRIPTIONS
				\$14.07	CO JAIL-JESUS ANGELO/PRESCRIPTION
				\$15.44	CO JAIL-RAY WATERS/PRESCRIPTION
				\$82.67	CO JAIL-G. BROWN, J. ANDERSON, D. WILLIAMSON/PRESCRIPTIONS
				\$17.16	CO JAIL-HORACE SCOTT/PRESCRIPTION
				\$51.80	CO JAIL-R. WATERS, C. TEMS/PRESCRIPTIONS
				\$18.21	CO JAIL-MONNIE WHITTINGTON/PRESCRIPTIONS
				\$12.80	CO JAIL-JACK ODOM/PRESCRIPTION
				\$63.84	CO JAIL-J. ANDERSON, W. MORRIS/PRESCRIPTIONS

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Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/24/97 thru 02/27/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
61264-AP	02/24/97	GILMER LUMBER COMPANY INC	\$13 20	\$13 20	PCT#4-CUST#0021020/BX TSP
61265-AP	02/24/97	GILMER OFFICE CENTER	\$768 99	\$577 50 \$148 99 \$30 90 \$11 60	A PROB-(1)STORAGE CABINET SUP-BINDERS;HP TONER 911-COPY PAPER SUP/BINDERS(B)
61266-AP	02/24/97	GILMER PRIMARY CARE	\$30 00	\$30 00	D.A-LOLITA L ALLEN/HOT CK RESTITUTION
61267-AP	02/24/97	GILMER PRIMARY CARE	\$42 50	\$42 50	D.A-VICKIE BROWN/HOT CK RESTITUTION
61268-AP	02/24/97	GLENDA GRANT	\$24 94	\$24 94	SUP/JANUARY '97 TRAVEL
61269-AP	02/24/97	GOVERNMENT RECORDS SERVICES	\$59,792 00	\$59,792 00	CO CLK-(74)VOLUMES DEED RECORDS RE-CREATED
61270-AP	02/24/97	GREGG CO JUVENILE PROBATION	\$960 00	\$960 00	JUV PROB-DETENTION/R D.L.J.W.A.A/K D.L.J.M
61271-AP	02/24/97	GREGG COUNTY CLERK'S OFFICE	\$200 00	\$200 00	CO CT-CAUSE#97-001-M RUBY SMITH(MENTAL 1/30/97)
61272-AP	02/24/97	GRESHAM COMMUNICATION	\$580 00	\$580 00	A PROB-ELECTRICAL WORK
61273-AP	02/24/97	H & H BUILDERS SUPPLY	\$131 38	\$131 38	A PROB-BLDG MATERIALS
61274-AP	02/24/97	H&D TIRE & AUTOMOTIVE	\$2,191 29	\$118 86 \$64 08 \$169 90 \$333 93 \$11 58 \$31 96 \$17 40 \$125 85 \$12 00 \$10 23 \$11 78 \$137 82 \$21 11 \$15 59 \$23 55 \$7 68 \$66 64 \$2 04 \$25 63 \$9 16 \$10 08 \$97 42	PCT#4-CABLE CLAMPS; HOOKS, CABLE PCT#1-SOLVS-IT; BULBS, GASKET, ROD BEARINGS; OUTLET PCT#1-BATTERY; RECYCLE FEE; CORE CHARGE PCT#3-TIRE, RECYCLE FEE CO BLDG-TROWEL; FLDORING KNIFE; JOINT KNIFE PCT#3-TUBE, GLOVES J CTR-HOLE SAW; MANDREL; ULTRA COPPER; WIRE SCRATCH PCT#1-CHAIN; GRAB HOOKS, WELDING RODS PCT#1-BATTERY CORE CHG CREDIT PCT#3-NUT DRIVER; RESISTOR UNIT CO BLDG-CEMENT PCT#2-TIRES; RECYCLE FEE PCT#2-BELTS (2 SETS) PCT#1-FUEL PUMP CO BLDG-ARBOR ADAPTOR; MANDREL; HOLE SAW PCT#3-GASKET (2), B-12 SPRAY PCT#1-VACUUM CONTROL; WIRES, LUGS, GLUE; LETTERS, BATTERIES (4 PKG) CO S-VELCRO STRIPS PCT#3-CORD WHEEL, TROUBLE LIGHT CO BLDG-SCREWS, ANT & ROACH SPRAY PCT#2-MAILBOX, GREEN SPRAY PAINT PCT#3-TIMING CHAIN, CRANK GEAR, CAM GEAR, TIME COVER GASKET; DISTRIBUTOR GASKET;

Handwritten notes: 17 pg 6550

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/24/97 thru 02/27/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					THEMOSTAT, GASKETS (2)
				\$19 20	PCT#3-COUPLINGS; CONDUIT
				\$23 90	PCT#2-CUTTING TIPS
				\$32 36	PCT#1-MASTER LOCKS
				\$13 00	CO BLDG-GRAY PRIMER, BLUE PAINT
				\$11 65	PCT#1-QUIK STEEL; FILTER
				\$15 67	PCT#2-BELT
				\$4 32	PCT#4-FENCE STAPLES
				\$11 95	PCT#1-BRAKE FLUID
				\$13 12	PCT#2-BELT
				\$25 67	PCT#1-RIVETS; PIPE STRAPS, TIN SNIPS
				\$11 48	PCT#3-BATTERY TERMINALS; BOLTS; CLEANER
				\$10 58	PCT#3-COUPLINGS, SCREWS, HALOGEN BULB
				\$46 29	PCT#2-BEARING
				\$2 42	J CTR-MASONRY BIT
				\$156 76	PCT#1-SEAL, DISC, PADS, DRUM
				\$86 53	PCT#4-OIL; STARTING FLUID; GREASE TUBES, FILTERS (10); PVC PIPE & "T"; CEMENT; ADAPTOR
				\$16 50	CO BLDG-SOCKET, SOCKET HANDLE & EXTENSION
				\$17 73	PCT#4-PVC PIPE; FILTERS (2); FILTER WRENCH
				\$11 95	PCT#4-PLUMBING SUPPLIES
				\$10 71	CO BLDG-MASONRY & COBALT BITS
				\$346 14	PCT#2-CLUTCH; CLUTCH DISC, CORE CHARGES (2), SOLENOID; BEARING; BELTS
				\$9 72	CO S-DUST COVER, FLASHER(FOR TRAILER), LABOR
				\$23 90	PCT#4-"T" POST
				\$2 76CR	PCT#4-DIFFERENCE BETWEEN CABLE CLAMPS; HOOK AND SHCKLE
				\$24 00CR	PCT#1-RETURNED BATTERY CORE
				\$8 70CR	CO BLDGS-RETURNED REGAL BLUE
				\$15 67CR	PCT#2-RETURNED BELT
				\$3 44CR	PCT#1-DIFF BETWEEN MASTER CYL ; CYL. CORE; BULB AND SEAL; VAC CONT
61275-AP	02/24/97	HERBERT L YOUNG	\$10,303 25	\$2,482 97	PCT#3-(925)gals>DIESEL(1650)gals UNLEAD PREM GAS
				\$2,297 11	PCT#4-GASOLINE/1010 GALS @ \$1.095.DIESEL(1535 GALS @ \$0.776)
				\$2,496 32	PCT#1-(925)gals DIESEL(1620)gals UNLEAD PREM GAS
				\$2,607 06	CO S-2192 GALS GASOLINE
				\$81 57	DA-63 GALS GASOLINE
				\$83 81	CONST#2-GASOLINE/70 GALS
				\$171 54	CO BLDGS-156 GALS GASOLINE
				\$82 87	WASTE. MGT-75 GALS GASOLINE
61276-AP	02/24/97	HOSS EQUIPMENT CO	\$79 78	\$79 78	PCT#2-BLADE SET; SLOTTED NUT; ROLL PIN, ROLL PIN
61277-AP	02/24/97	I DEAL COMPUTERS, INC	\$5,494 95	\$2,822 95	911-LASER JET PRINTER 16PPM.CABLE
				\$2,672 00	COMPUTER-IDC PENTIUM, LASERJET

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Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 02/24/97 thru 02/27/97

PAGE 6

Check #	HC Date...	Vendor...	Check Amount	Invoice Amt	Invoice Descriptions.....
					PRINTER(D. JUDGE OFFICE)
61278-AP	02/24/97	IDENTI-KIT	\$260.00	\$260.00	CO S-LEASE OF IDENTI-KIT/1997
61279-AP	02/24/97	IRVIN TIRE COMPANY	\$112.45	\$112.45	D A/INVESTIGATOR-CHANGE OIL & GREASE CAR; 2 BELTS; LABOR
61280-AP	02/24/97	JOE D. CLAYTON	\$107.48	\$53.74	D CT-VISITING JUDGE 1/10/97
				\$53.74	D. CT-VISITING JUDGE 1/20/97
61281-AP	02/24/97	JOHN DEERE CREDIT	\$853.40	\$853.40	PCT#2-INV#88860/ACCT#999994161/TRACTOR BACKHOE(3'97)
61282-AP	02/24/97	KAREN S. PREWITT, CSR	\$90.00	\$90.00	D CT-COURT REPORTING 1/20/97
61283-AP	02/24/97	KARMEN STEELMAN	\$25.38	\$25.38	COMPUTER-REIMBURSE/87.5mi @ 29ea (MARION COUNTY)
61284-AP	02/24/97	KATHY LANGFORD	\$225.28	\$225.28	CO EXT-REIMBURSE/723mi @ 29ea; SUPPLIES
61285-AP	02/24/97	KAY TAYLOR	\$30.00	\$30.00	CCP-VICTIM'S IMPACT 1/20/97
61286-AP	02/24/97	KIRBY RESTAURANT SUPPLY	\$231.40	\$121.40	CO JAIL-ACCT#7009/SPIDER GRATES FOR STOVE
				\$110.00	CO JAIL-ACCT#7009/DISHWASHER SERVICE 01/12/97-02/08/97
61287-AP	02/24/97	LAIDLAW WASTE SYSTEMS	\$1,095.60	\$1,095.60	WASTE-ACCT#07020542/JAN'97 BASIC SERVICE-RENTAL
61288-AP	02/24/97	LASER PRINTERS, INC	\$78.40	\$78.40	CO TAX-FICHE 96 LEVY ROLL(MASTER&COPY)
61289-AP	02/24/97	LAUREN PARISH	\$311.18	\$311.18	FEB'97 JUVENILE PROBATION BOARD
61290-AP	02/24/97	LAW OFFICES OF CHARLES H. CIA	\$27.50	\$27.50	NON. DEPT-PCM#7004756/JESSE ALLEN JACKSON
61291-AP	02/24/97	LAWRENCE MARSHALL CHEV	\$18,189.00	\$18,189.00	CO S-'97 CHEV CAMERO
61292-AP	02/24/97	LEWIS FLUELLEN	\$6.16	\$6.16	JUV PROB-REIMBURSE/22mi @ 28ea 1/97
61293-AP	02/24/97	LONGVIEW ASPHALT INC	\$1,211.68	\$1,055.87	PCT#1-(44.93)TONS OIL DIRT@ \$23.50 per ton
				\$155.81	PCT#2-CUST#221772/OIL DIRT(6.63 TON @ \$23.50)
61294-AP	02/24/97	M. R. PATTON	\$500.00	\$250.00	D. CT-CAUSE#9474 JAMES P. RICHARDSON 1/30/97
				\$250.00	D CT-CAUSE#11,234 JEFFERY DALE ELLISON
61295-AP	02/24/97	MED SHOP	\$65.80	\$65.80	CO JAIL-ACCT#2528/L. WILSON, G. BROWN, J. ODOM/PRESCRIPTIONS
61296-AP	02/24/97	MED SHOP PHARMACY	\$351.55	\$351.55	CO INDIG-D-CHAPARRO, T. WELLS/PRESSCRIPTIONS

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 FEB 1997

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/24/97 thru 02/27/97

PAGE 7

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
61297-AP	02/24/97	MELINDA SMITH	\$120.00	\$120.00	JUV. PROB-REIMBURSE/375mi@.28ea, MEALS 1/97
61298-AP	02/24/97	MICHAEL MARTIN, ATTY	\$500.00	\$250.00 \$250.00	D. CT-CAUSE#11,806 TONY GLENN BRINK;EY D. CT-CAUSE#11,337 RONNIE FLEMING 1/27/97
61299-AP	02/24/97	MIKE REARDON PLUMBING	\$196.00	\$42.00 \$154.00	J CTR-REPAIR WATER LEAK BEHIND CELLS J. CTR-REPAIR LEAK & REPLACE VALVE
61300-AP	02/24/97	NENA	\$60.00	\$60.00	911-DONA FLIPPO/MEMBERSHIP APPLICATION
61301-AP	02/24/97	NORTHEAST TEXAS COMMUNITY CO	\$305.00	\$305.00	CO JAIL-P EDGE&J DANIELS/BASIC JAILER COURSE
61302-AP	02/24/97	QAKERSON, ARNOLD, WALKER&CO	\$850.00	\$850.00	NON. DEPT-BALANCE 1996 END OF YR AUDIT
61303-AP	02/24/97	OFFICE DEPOT, INC	\$444.98	\$444.98	911-COMPUTER PROGRAMS(WINDOWS 95 & OFFICE PRO)
61304-AP	02/24/97	DNIE HOLT JR	\$250.00	\$250.00	CONST#1-C V H F RADIO PURCHASED BY BULLOCK
61305-AP	02/24/97	PATRICIA HARRISON	\$90.00	\$90.00	CO CT-COURT REPORTING 02/06/97
61306-AP	02/24/97	PEGUES - HURST MOTOR CO.	\$34.93	\$34.93	PCT#1-PARTS
61307-AP	02/24/97	PRO-MED OFFICE SYSTEMS	\$450.92	\$450.92	DA-CUST#UPSDC-SPECIAL PRINTED FOLDERS; PRINT SETUP, FREIGHT
61308-AP	02/24/97	PROFESSIONAL FOOD SYSTEMS	\$1,052.92	\$679.43 \$373.49	CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/ASSORTED FOODS
61309-AP	02/24/97	PROFESSIONAL TECHNICAL ASSIS	\$75.00	\$75.00	CONST#1-REMOVE RADIOS, SIRENS, LIGHTS FROM DODGE
61310-AP	02/24/97	R&N PAINT & BODY	\$107.50	\$107.50	D A -REPAIR LIGHTS ON INVESTIGATOR'S CAR
61311-AP	02/24/97	RABBIT CONSTRUCTION CO	\$400.00	\$400.00	PCT#3-(40hrs)REWORK ELETRICAL LINES@BARN
61312-AP	02/24/97	ROADRUNNER EQUIPMENT CO.	\$6,769.25	\$6,769.25	PCT#1-(1)1988 GMC TRUCK VIN#1GDK7D1FB JV534844
61313-AP	02/24/97	SALEM PRESS, INC	\$231.00	\$231.00	CO LIB-READY REFERENCE ON WOMEN'S ISSUES
61314-AP	02/24/97	SASSI INSTITUTE	\$170.00	\$170.00	CCP-SCANTRON FORMS
61315-AP	02/24/97	SCOTT-MERRIMAN, INC.	\$96.10	\$45.66 \$50.44	JP#2-D234 TRANSCRIPT OF JUDGMENT (100); FREIGHT CO CLK-CUST#UP01/MYLAR REINFORCEMENTS
61316-AP	02/24/97	SHEPARD'S/McGRAW-HILL	\$1,420.50	\$109.00 \$1,311.50	LAW LIB-ACCT#96 165 0000/FED CIRCUIT CASE NAMES CITATOR LAW LIB-ACCT#96 165 0002/FED CIR TABLE; FED CIT REPORTER, U S CIT S

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Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/24/97 thru 02/27/97

PAGE 8

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
					UP CT REPTS LAWYERS FD
61317-AP	02/24/97	SOBOL	\$25 00	\$25 00	PCT#3-CUST#551100/CYLINDER RENTAL(2 SM. OXY; 1 LG OXY; 2 SM ACET
61318-AP	02/24/97	SOLUTIONS 2000, INC.	\$165 00	\$165 00	SUP-REGISTRATION/BILL MCCAY(TYLER 3/10&11/97)
61319-AP	02/24/97	SOUTHWESTERN BELL TELEPHONE	\$3 30	\$3 30	D CT-#106-2236/FEB. 1 '97 BILLING
61320-AP	02/24/97	SOUTHWESTERN ELECTRIC POWER	\$1,306 41	\$1,200 02	CT HOUSE-ACCT#1673/ST LIGHTS FEB 6 '97 BILLING CT HOUSE-ACCT#5674/FEB 7 '97 BILLING
61321-AP	02/24/97	STEWART PRINTING	\$149 70	\$149 70	CO S-6 SETS OF BUSINESS CARDS
61322-AP	02/24/97	SUDANCO AFFORDABLE ALTERNATI	\$49 25	\$49 25	CO LIB-ACCT#UPSH7015/LABELS
61323-AP	02/24/97	SYSCO FOOD SYSTEMS, INC.	\$450 13	\$450 13	CO JAIL-CUST#288637/ASSORTED FOODS
61324-AP	02/24/97	T'S LIQUOR	\$60 22	\$30 00	D A-AUSTIN JACKSON/HOT CK RESTITUTION \$30 22 D A-SONYA NOLAN/HOT CK RESTITUTION
61325-AP	02/24/97	TEETELLER & PELAJA	\$500 00	\$250 00	D CT-CAUSE#11,230&31 RONALD DALE GILLIAM \$250 00 D CT-CAUSE#11,222 KENNETH LEON JACKSON
61326-AP	02/24/97	TELETRUCH CORPORATION	\$89 86	\$89 86	CO S-ACCT#3062303/FEB '97 PAGER CHRG
61327-AP	02/24/97	TEXACO REFINING &	\$31 95	\$31 95	CO S-ACCT#6103028459/FEB. 7 '97 BILLING
61328-AP	02/24/97	TEXAS ASSOCIATION OF COUNTIE	\$125 00	\$125 00	CO CT-REGISTRATION/JO ANN LOFTIS(CO MANAGEMENT 1997)
61329-AP	02/24/97	TEXAS COMMISSION ON ALCDHOL	\$150 00	\$150 00	CCP/(100)CERTIFICATES, (100)LITERATURE
61330-AP	02/24/97	TEXAS FIREHAWK	\$79 00	\$79 00	CO BLDGS-INSPECTED VENT/HOOD, 3 FUSIBLE LINKS
61331-AP	02/24/97	TEXAS POLICE ASSOCIATION	\$40 00	\$40 00	WASTE MGT-REG ID#UPSHSD75644-1386-1947/TODD PARISH
61332-AP	02/24/97	THE GILMER MIRROR	\$754 73	\$49 20	COMM CT-PUBLIC NOTICE/WHEEL LOADER \$66 70 CO S-FINGERPRINT STOCK \$178 13 CO TREAS-1ST QTR GTRLY REPORT(LESS DISCT) \$421 10 CO JAIL-(500)PRISONER HANDBOOKS \$39 60 COMM CT-PUBLIC NOTICE/AMENDMENT TO DEPOSITORY CONTRACT
61333-AP	02/24/97	THE UNIVERSITY OF TEXAS	\$435 50	\$435 50	IND-NEGRILL A DOUGLAS/MEDICAL 11/25/96
61334-AP	02/24/97	TJPC	\$25 00	\$25 00	ISP-REG/MILTON WYLIE(CONF&CORPUS CHRISTI)
61335-AP	02/24/97	TOTAL QUALITY MACHINING	\$20 00	\$20 00	PCT#3-DRILL HOLES IN MOWING DECK ON BOOMAX

Handwritten notes and markings on the right margin, including a vertical line and the number '17'.

Approved Disbursements  
All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/24/97 thru 02/27/97

Check #	HC Date	Vendor. . . . .	Check Amount	Invoice Amt	Invoice Descriptions . . . . .
61336-AP	02/24/97	TYLER UNIFORM CO., INC.	\$58.66	\$58.66	CO S-2 SHIRTS
61337-AP	02/24/97	UNITED STATES POSTAL SERVICE	\$3,000.00	\$3,000.00	NON DEPT-POSTAGE FOR METER
61338-AP	02/24/97	UPSHUR COUNTY	\$98.12	\$98.12	SUP/REIMBURSE COUNTY/VALU-LINE 2/97 BILLING
61339-AP	02/24/97	UPSHUR COUNTY APPRAISAL DIST	\$154.11	\$154.11	COMPUTER-(30)8MM TAPES(DARTEK INV#017330)
61340-AP	02/24/97	UPSHUR COUNTY CLERK	\$692.00	\$692.00	CO S-CAPIAS PRO FIN/CAUSE#23, 236; 10, 431; 21, 643(6'96 REPORT)
61341-AP	02/24/97	UPSHUR COUNTY FAMILY CLINIC	\$830.00	\$85.00	CO JAIL-ACCT#61/CHARLENE EASLEY 12/23/96
				\$90.00	CO JAIL-ACCT#46/FARON
				\$30.00	MITCHELL(12/11&30/96; 1/8/97)
				\$50.00	CO JAIL-ACCT#47/GLEEVIE BROWN, JR(12/11/96)
				\$110.00	CO JAIL-ACCT#54/LONNIE JOE BAILEY(12/23/96)
				\$50.00	CO JAIL-ACCT#55/TONY BRINKLEY(12/23&30/96, 1/13/97)
				\$50.00	CO JAIL-ACCT#56/THOMAS BRADLEY SHAW(12/23/96)
				\$50.00	CO JAIL-ACCT#57/DAVID SESSIONS(12/23/96)
				\$50.00	CO JAIL-ACCT#60/RENEE L BISHOP(12/23/96)
				\$95.00	CO JAIL-ACCT#180/JODY B HILL, JR(12/6/96)
				\$50.00	CO JAIL-ACCT#186/PATRICK CALLIS(12/13/96)
				\$70.00	CO JAIL-ACCT#197/JASON ANDERSON(12/30/96&1/31/97)
				\$30.00	CO JAIL-ACCT#198/JESSE ARGULLO(12/30/96)
				\$30.00	CO JAIL-ACCT#199/KEVIN PETRICK(12/30/96)
				\$40.00	CO JAIL-ACCT#224/BRYAN B HOITT(1/24/97)
61342-AP	02/24/97	UPSHUR COUNTY LITERACY PROGR	\$30.00	\$30.00	SUP-WRAT3 TESTING 1/27/97 (3)
61343-AP	02/24/97	UT HEALTH CENTER AT TYLER	\$150.75	\$67.00	IND-NEGRILL A DOUGLAS/MEDICAL 1/21/97
				\$83.75	IND-NEGRILL A DOUGLAS/EMRG ROOM 2/4/97
61344-AP	02/24/97	VARNADO FEED SERVICE	\$10.55	\$10.55	CO BLDGS-5 HAVOC(RAT POISON)
61345-AP	02/24/97	VINGO FOODS	\$150.40	\$62.00	CO JAIL-BREAD
				\$3.90	CO JAIL-PARKAY/A @ \$0.65
				\$11.70	CO JAIL-6 IGA SPREAD @ \$1.95
				\$72.80	CO JAIL-100 BREAD; 8 CAMEO
61346-AP	02/24/97	VISA	\$138.16	\$138.16	JUV PROB-ACCT#0767; 0783/FEB 4'97 BILLING
61347-AP	02/24/97	VISUAL TECHNIQUES, INC	\$4,902.00	\$4,902.00	COMPUTER-COMPUTER & ACCESSORIES FOR JUV PROB
61348-AP	02/24/97	WAL-MART #146	\$30.31	\$30.31	D.A-MELANIE BOOTHE/HOT CK RESTITUTION

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Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 02/24/97 thru 02/27/97

PAGE 10

Check #	HC Date.	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
61349-AP	02/24/97	WALMART STORE #146	\$268.88	\$119.00	CO S-ACCT#188/ENT CTR
				\$13.85	CO. S-ACCT#145/PHOTO PROCESSING
				\$29.96	CO JAIL-ACCT#188/COFFEE MAKER
				\$26.66	SUP-ACCT#145/INV#312818&1070387
				\$42.94	CO TREAS-HUMIDIFIER; BATTERIES
				\$11.31	CO JAIL-ACCT#141/MINERAL SPIR
				\$2.94	CO BLDGS-ACCT#188/SPRAY PAINT(3)
				\$18.22	D JUDGE-ACCT#188/FOAM CUPS; COFFEE
61350-AP	02/24/97	WASHCO. INC	\$130.60	\$130.60	CO JAIL-REPAIR WASHER
61351-AP	02/24/97	WEST PUBLISHING	\$99.00	\$99.00	DA-ACCT#417-636-300/TX ST-CONST 1-18 3BK
61352-AP	02/24/97	WEST SIDE FURNITURE	\$135.75	\$90.80	PCT#4-CLEVIS HOOKS FOR CHAIN; CHAIN SAW OIL (5-PKS OF 6 EA)
				\$44.95	PCT#4-SAW CHAIN, BAR, CREDIT FOR RETURNED SPROCKET
61353-AP	02/24/97	WHITE SWAN NORTH	\$621.86	\$298.72	CO JAIL-CUST#420711/ASSORTED FOODS
				\$323.14	CO JAIL-CUST#420711/ASSORTED FOODS
61354-AP	02/24/97	WHOLESALE SUPPLY COMPANY	\$265.03	\$265.03	I C -SECURITY ENVELOPES, DATE BINDERS (GREEN), LARGE STORAGE BOXES; RUBBERMAID STACKABLE FILE TRAY; SHIPPING CHGS
61355-AP	02/24/97	WORLD MEDIA EXPRESS	\$39.37	\$39.37	CO LIB-7 BOOKS
61356-AP	02/24/97	YAZELL CHEVROLET-OLDS, INC	\$42.17	\$10.50	PCT#4-INSPECTION STICKER/85 FORD TRUCK
				\$10.50	PCT#4-INSPECTION STICKER/85 FORD TRUCK
				\$10.50	PCT#4-INSPECTION STICKER/86 CHEV TRUCK
				\$10.67	PCT#4-DOOR PARTS FOR UNIT #410
61701-AP	HC 02/27/97	LUCAS TRANSMISSION	\$250.00	\$250.00	PCT#4-REBUILT 350 TRANSMISSION & CONVERTER
61702-AP	HC 02/27/97	MICHAEL L & PAMELA S BRUCE	\$315.00	\$315.00	R D W-FM 1845/PARCEL #27; CSJ 1763-1-6
61703-AP	HC 02/27/97	FRED & RUTH MAY GRAY	\$445.00	\$445.00	R. D. W-FM 1845 PARCEL #31(CSJ 1763-1-6)
61704-AP	HC 02/27/97	PAULINE SMITH	\$130.00	\$130.00	R D W-FM 1845 PARCEL#34(CSJ 1763-1-6)
Total for AP - ACCOUNTS PAYABLE			\$159,766.41		
Grand Total			\$159,766.41		

Handwritten notes: "pg 10/62" and "471" written vertically.

*[Handwritten Signature]*

COMMISSIONER PCT13, RICK JACKSON

*[Handwritten Signature]*  
COMMISSIONER PCT14, CHARLES K. THOMPSON

*[Handwritten Signature]*  
COUNTY JUDGE, CHARLES L. STILL

*[Handwritten Signature]*  
COMMISSIONER PCT11, GADDIS LINDSEY

*[Handwritten Signature]*  
COMMISSIONER PCT12, TOMMY STANLEY

FILED  
REN. A. SIMPSON  
COUNTY CLERK  
97 FEB 28 AM 10:26  
UPSHUR COUNTY, TX  
COUNTY

FILED  
REX A. SHAW  
COUNTY CLERK

97 FEB 24 AM 11:42

UPSHUR COUNTY, TX.

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

ANNUAL REPORT  
UPSHUR COUNTY JUVENILE PROBATION DEPARTMENT

The following amounts were received in the Juvenile Probation Department during the calendar year 1996.

Probation fees	\$1592.00
Attorney Fees	1757.82
Court Costs	280.00
Informal Adjustment Fees	70.00
Miscellaneous Reimbursement	260.00
<b>TOTAL</b>	<b>\$3959.82</b>
Restitution Collected and Dispersed to Victims	\$8626.95

*Ron Mitchell*

\_\_\_\_\_  
RONNIE MITCHELL  
Chief Probation Officer  
Upshur County Juvenile Probation Dept.

Thu 20-Feb-97 1:46p  
User: RM

UPSHUR CO JUVENILE PROBATION DEPT  
Activity Summary  
01/01/96 to 12/31/96

Report for ALL COUNTIES ALL REFERRALS

REFERRALS: 216 referrals 182 unique children

FORMAL	197
COURTESY SUPERVISION	11
MUNICIPAL COURT/JUSTICE OF THE PEACE	5
OTHER ADMINISTRATIVE REFERRAL	3

	Felonies	Class A&B	Class C	Status	%
<b>Sex</b>					
Male	46	80	19	5	69%
Female	9	21	5	31	31%
<b>Race</b>					
White	47	77	21	35	83%
Black	8	20	3	1	15%
Hispanic	0	4	0	0	2%
Other	0	0	0	0	0%
<b>Age</b>					
< 10	0	0	0	0	0%
10	0	1	0	0	0%
11	0	6	0	1	3%
12	1	6	1	0	4%
13	4	4	1	4	6%
14	12	15	3	10	19%
15	17	28	6	9	28%
16	20	39	13	12	39%
17+	1	2	0	0	1%

DISPOSITIONS:

DISMISSED OR WITHDRAWN BY DEPARTMENT	31
CONSOLIDATED IN ANOTHER CASE/REFERRAL	14
DIVERTED TO ANOTHER AGENCY	38
DEFERRED PROSECUTION	70
SUPERVISORY CAUTION BY DEPARTMENT	35
CERTIFIED AS AN ADULT	2
ADJUDICATED - PLACED ON PROBATION	29
PROBATION MODIFIED	3
NO PROBABLE CAUSE - DISMISSED BY PROS	2
TYC INDETERMINATE COMMITMENT	4

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# Texas Agricultural Extension Service

The Texas A&M University System  
V. G. Young Institute of County Government

January 17, 1997

Dear Clerks and Clerks' Offices' Personnel:

The V. G. Young Institute of County Government, a part of the Texas Agricultural Extension Service of The Texas A&M University System, is pleased to announce the 25th Annual County and District Clerks' Continuing Education Seminar to be conducted on March 19-21, 1997. The seminar is being conducted in cooperation with the County and District Clerks' Association of Texas, the Texas Center for the Judiciary, Inc and the Office of Continuing Education at Texas A&M University. The 1997 seminar theme is: "Rest Not On Past Accomplishments — Fear Not Future Challenges!"

February 6, 1997

To: Commissioners' Court  
From: Rex Shaw  
Horace Ray

We are asking your approval to attend the County and District Clerks Seminar being conducted at A&M University on March 19-21, 1997.

Sincerely,

Rex Shaw  
Rex Shaw, County Clerk

H. Horace Ray  
Horace Ray, District Clerk

FILED  
REX A SHAW  
COUNTY CLERK  
97 FEB 24 AM 11:42  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
DEPUTY

FILED  
REX A. SHAW  
COUNTY CLERK  
97 FEB 24 AM 11:42  
UPSHUR COUNTY, TX.  
Pg 1067

# DEPUTATION

THE STATE OF TEXAS

County of Upshur } I, Micheal L. Smith  
 Tax Assessor-Collector of the County of Upshur and State of Texas, having  
 full confidence in Bernadine Evans of said County and State, do hereby,  
 with the consent of the Honorable Commissioners' Court of Upshur County, nominate  
 and appoint Her, the said Bernadine Evans 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.

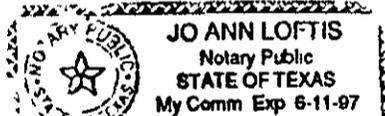
WITNESS my hand, this 12th day of February 1997  
Micheal L. Smith  
 of Upshur County, Texas.

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 12th day of February 1997



Jo Ann Loftis

## OATH OF OFFICE

I, Bernadine Evans 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 confirma-  
 tion thereof. So help me God.

Bernadine Evans

Subscribed and sworn to before me, this 12 day of Feb 1997  
Charles F. Still  
County Judge

VOL. 47 PG 608

# DEPUTATION

FILED  
REX A. SHAW  
COUNTY CLERK

97 FEB 24 AM 11:42

UPSHUR COUNTY, TX.

THE STATE OF TEXAS

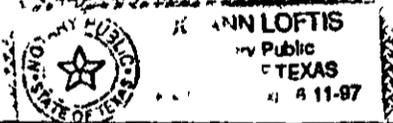
County of Upsbur } I, Micheal L. Smith DEPUTY  
 Tax Assessor-Collector of the County of Upsbur and State of Texas, having  
 full confidence in Laura Hollingsworth of said County and State, do hereby,  
 with the consent of the Honorable Commissioners' Court of Upsbur County, nominate  
 and appoint Her, the said Laura Hollingsworth 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 12<sup>th</sup> day of February 1997  
Micheal L. Smith  
 of Upsbur County, Texas.

THE STATE OF TEXAS

County of Upsbur } BEFORE ME, The Honorable Charles Still  
County Judge in and for Upsbur 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 Upsbur County Courthouse, Gilmer, Texas  
 this 12<sup>th</sup> day of February 1997



Jo Ann Loftis

## OATH OF OFFICE

I, Laura Hollingsworth 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 confirma-  
 tion thereof. So help me God.

Laura Hollingsworth

Subscribed and sworn to before me, this 12 day of Feb 1997  
Charles S. Still  
County Judge

# DEPUTATION

FILED  
REX A. SHAW  
COUNTY CLERK

97 FEB 24 AM 11:42

UPSHUR CO. TEXAS

VOL 47 PG 1069

THE STATE OF TEXAS

County of Upshur }  
 I, Micheal L. Smith  
Tax Assessor-Collector of the County of Upshur and State of Texas, having  
 full confidence in Claudene Bowden of said County and State, do hereby,  
 with the consent of the Honorable Commissioners' Court of Upshur County, nominate  
 and appoint Her, the said Claudene Bowden 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 12th day of February 1907

*Micheal L. Smith*

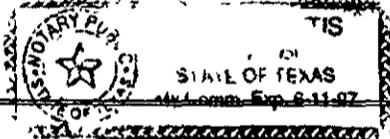
of Upshur County, Texas.

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 12th day of February 1907



*Charles Still*

## OATH OF OFFICE

I, Claudene Bowden do solemnly  
 swear (or affirm) that I will faithfully execute the duties of the office of Deputy Tax Assessor-Collector  
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 confirma-  
 tion thereof. So help me God.

*Claudene Bowden*

Subscribed and sworn to before me, this 12th day of February 1907

*Charles Still*

FILED  
REX A SHAW  
COUNTY CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ( )  
COUNTY OF UPSHUR ( )

97 FEB 24 AM 11:42  
KNOW ALL MEN BY THESE PRESENTS  
UPSHUR COUNTY, TX.

The undersigned Page 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) \_\_\_\_\_  
From Hwy. 259 on Violet for 1/2 mile.

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.

James R. Page  
First Party Signature

Rt. 1 Box 415  
Street or Box

Ore City, Tx. 75683  
City, State and Zip Code

968-6233  
Telephone

James Page  
Timber Tract

2-12-97  
Date Signed

Charles H. Still  
County Judge

Ernie S. ...  
Commissioner 1

Tommy Stanley  
Commissioner 2

...  
Commissioner 3

...  
Commissioner 4

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

Permit issued for a period not to exceed 90 days.

FEB 18 1947

FILED  
REX A. SHAW  
COUNTY CLERK

97 FEB 24 AM 11:42

UPSHUR COUNTY, TX.

P.1  
Jan 24 1947  
843-54

VOL 57  
PAGE 1071

SPECIAL ROAD USE AGREEMENT BY TRACT

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

The undersigned JIM VANDERKAM, 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 more fat 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 enter into and over have enter into the following agreement:

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

1/4 Sec 36, 37 and 38, BERRA  
Black Walnut & Chinaberry

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 6715, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6715, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

X Jim Vanderkam  
First Party Signature  
X 3212  
Street or Box  
X Longview  
City, State and Zip Code  
X 297-0266  
Telephone  
X Upshur  
Tract  
X 2-17-97  
Date Signed

Charles L. Bell  
County Judge  
Madison Lindsey  
Commissioner  
James Stanley  
Commissioner  
Chas. L. Bell  
Commissioner  
Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
REX A. SHAW  
COUNTY CLERK

97 FEB 24 11:04 AM  
COUNTY CLERK

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY  
TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS  
BY \_\_\_\_\_  
SEAL

PRECINCT #1 \_\_\_\_\_

DATE 2-19-97

Formal notice is hereby given that DOUG NOBLES whose principal address is 318 TEAL WOOD DR. LONGVIEW, TX. 75605 hereby propose to place a CULVERT within the ROW of County Road MALLARD 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\_\_\_\_.

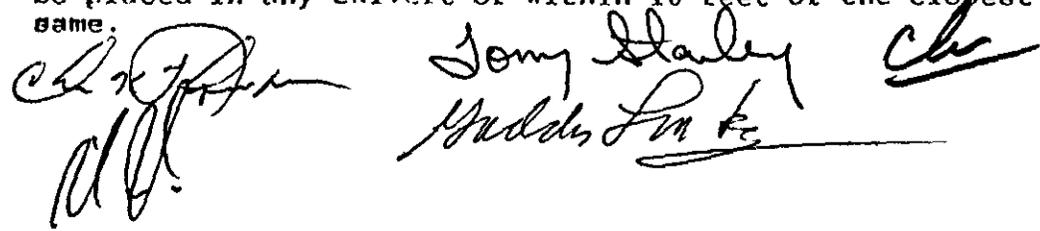
I, \_\_\_\_\_, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Douglas R. Nobles TITLE \_\_\_\_\_  
753-7953  
APPROVAL OF PERMIT APPLICATION

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.

  
Tony Stanley  
Maddis L. L. K.

FILED  
REX A. SHAW  
COUNTY CLERK

97 FEB 26 1997  
UPSHUR COUNTY, TX.

VOL 17 PG 673

PERMIT APPLICATION FOR USE OF RIGHT OF WAY

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

BY \_\_\_\_\_  
FFHITY

PRECINCT #3

DATE 2-18-97

Formal notice is hereby given that GARY FOSTER whose principal address is RT. 3 BOX 100, GLADEWATER, TX. 75642 hereby propose to place a CULVERT within the ROW of County Road WHITE FIR. 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 Gary Foster TITLE \_\_\_\_\_

845-5982 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.

*[Handwritten signatures]*  
Larry Stanley Ch  
Bodds Lundy





VOL 47 PG 676

FILED  
REX A. SHAW  
COUNTY CLERK  
97 FEB 24 AM 11:43  
UPSHUR COUNTY, TX.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY  
TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS

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

PRECINCT #2 \_\_\_\_\_

DATE 2-20-97

Formal notice is hereby given that CHARLES BAKER whose principal address is P.O. BOX 592, PALMER, TX. 75152 does hereby propose to place a CULVERT within the ROW of County Road RED CLOVER. 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 Charles R. Baker TITLE \_\_\_\_\_

762-6142

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.

Charles R. Baker Jerry Stahl  
[Signature] [Signature]

VOL. FILED 47 PG 677  
REX A. SHAW  
COUNTY CLERK

97 FEB 24 AM 11:43

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

BY \_\_\_\_\_  
SECURITY

PRECINCT 1

DATE 2-11-97

Formal notice is hereby given that C. W. Resources, Inc. whose principal address is P. O. Box 1004, White Oak, Tex 75693 does hereby propose to place a road bore within the ROW of County Road Pelican. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

I, \_\_\_\_\_, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Rob T Thompson 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 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.

Jonny Stanley

3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.

5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will be borne by owner of this line.

6. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.

7. All excavations within the right of way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.

8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipe.)

9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.

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

11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.

12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structures, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of the inspection.

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_

Charles L. Miller  
COUNTY JUDGE

[Signature]  
COMMISSIONER PCT. 3

[Signature]  
COMMISSIONER PCT. 1

[Signature]  
COMMISSIONER PCT. 4

[Signature]  
COMMISSIONER PCT. 2

VOL 471 Pg 1679

AGREEMENT FOR FUNDING OF ADDRESSING ACTIVITIES

FILED  
REX A. SHAW  
COUNTY CLERK  
MAY 11 1963  
UPSHUR COUNTY, TX.

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

WITNESSETH

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

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.

II.

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.

VOL 47 PG 1281

(5) Resolution of problems in assignment:

- 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.);

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- (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.

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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, 199<sup>7</sup> 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.

XII.

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: [Signature]  
Authorized Representative

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

101 47 Pg 1087

FILED  
REX A SHAW  
COURT CLERK  
97 FEB 10 AM 10:14  
UPSHUR COUNTY TX

97 FEB 24 AM 11:43

UPSHUR COUNTY, TX.

UPSHUR COUNTY  
9-1-1 ADVISORY COMMITTEE

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

BYLAWS

ARTICLE I - NAME

The name of the Committee shall be the Upshur County 9-1-1 Advisory Committee

ARTICLE II - AUTHORITY AND PURPOSE

The 9-1-1 Advisory Committee is created by the Commissioner's Court of Upshur County to advise the Court in matters related to the planning, development, and implementation of 9-1-1 emergency telephone number systems and the 9-1-1 mapping process in Upshur County

ARTICLE III - MEMEBERSHIP

The membership of the Committee shall be composed of a total of fifteen persons representative of the 9-1-1 interest in participating jurisdictions, including but not limited to local public officials, public safety agency administrators, telephone company officials, and citizens. The Committee may make recommendations to the Commissioner's Court to fill vacant membership seats.

ARTICLE IV - MEMBERSHIP TERM

The term of membership on the Committee shall be one year. Members may be re-appointed to serve more than one term. Members are expected to attend all meeting of the committee, and notify Upshur County's 9-1-1 Coordinator or the Chairman if any absences are anticipated.

ARTICLE V - OFFICERS

The officers of the Committee shall be Chairman and Vice-Chairman. The officers shall be elected from and by the Committee during the January meeting of the Committee. Officers shall serve for a one year period following election. The Chairman shall preside at all meeting of the Committee and shall be the representative of the Committee in all matters. The Vice-Chairman shall perform the duties of the Chairman in his/her absence.

ARTICLE VI - MEETINGS

The Committee shall determine the time and place of its regular meetings. Special meetings may be called by the Chairman or the staff. Notice of meetings shall be mailed to the members at least one week in advance. A quorum shall consist of ten members, and no proxy shall be allowed.

ARTICLE VII - AMENDMENT

These Bylaws may be amended at any meeting of the Committee by a majority vote of all members of the Committee membership provided at least seven days notice in writing is given to the Committee membership setting forth the proposed amendments, and shall become effective upon ratification by the Commissioner's Court.

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(14)

NAME	COMPANY	ADDRESS	CITY	STATE	ZIP	TELEPHONE
Danny Johnson	Etex Telephone Co	P O Box 130	Gilmer	TX		75644 797-5073
Tony Mateo	U S Postal Service	405 N Cypress	Gilmer	TX		75644 843-2934
Dewayne Brown	Upshur Rural Electric	P O Box 70	Gilmer	TX		75644 843-2536
Charles Stanley	SWEPCO	P O Box 10	Gilmer	TX		75644 843-5511
Randlyn Holmes, alt	SWEPCO	P O Box 10	Gilmer	TX		75644 843-5511
David Royer	Upshur County Ambulance	P O Box 272	Gilmer	TX		75644 797-6500
Suzzane Venn	Upshur County Appraisal District	P O Box 280	Gilmer	TX		75644 843-3041
Louise Stracencer, alt	Upshur County Appraisal District	P O Box 280	Gilmer	TX		75644 843-3041
	City of Gilmer	P O Box	Gilmer	TX		75644 843-2552
Don Gage	Texas Department of Transportation	412 S Wood	Gilmer	TX		75644 843-2527
Ron Herron	GTE	4200 Stone Rd	Kilgore	TX		75562 983-4911
Larry Parks, alt	GTE	401 Crockett	Daingerfield	TX		75638 645-7317
Steve Flowers	Arkla Gas	210 Buffalo	Gilmer	TX		75644 843-3398
Bubba Deberry	Upshur County Fire District	P O Box 10	Ore City	TX		75683 968-2222
Mike Fennell, alt	Upshur County Fire District		Ore City	TX		75683
<del>Charles Still Rick</del> Secy	Upshur County Judge Comm.	P O Box 730	Gilmer	TX		75644 843-4003
Tommy Stanley	Upshur County Commissioner	P O Box 730	Gilmer	TX		75644 843-4016
Dona Flippo	Upshur 9-1-1 Coordinator	P O Box 730	Gilmer	TX		75644 843-0100
Paul Steelman	citizen/fireman	Rt 2 Box 2684	Gilmer	TX		75644 762-6212

FILED  
 REX A. SHAW  
 COUNTY CLERK  
 97 FEB 24 AM 11:43  
 UPSHUR COUNTY, TX.  
 BY \_\_\_\_\_  
 AFFIDAVIT

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3800 STONE ROAD  
KILGORE, TEXAS 75662 • 903/984-8641 • FAX 903/983-1440

SERVING A FOURTEEN-COUNTY REGION

Date: February 17, 1997  
To: Donna Flippo, Upshur County Addressing Coordinator  
From: Carolyn Flores, 9-1-1 Coordinator *cf*  
Subject: Addressing Funds

This memo is to address the requirements of ACSEC (Advisory Commission on State Emergency Communications) and ETCOG to acquire funds for Upshur County's Addressing Project. Because of past events, it will be necessary for you to provide an explanation of these events to date and what is being done to correct the situation. You are also required to make a new plan and submit a worksheet for approval by ACSEC. These will need to be in our office no later than March 15, 1997 so that it can be incorporated into the amendment process for the Strategic Plan for Fiscal Year 1997 (which we are currently in) and Fiscal Year 1998 (which

begins September 1, 1997).

Attached are additional items which may assist you with project planning. These standards were adopted by NENA (National Emergency Numbers Association) in 1993 for use nationally.

As always, if you have any questions I will be happy to address them.

CF/tr

Attachments

cc: Judge Charles Still

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PG 691

Date: 2-24-97

COMMISSIONER COURT  
ATTENDANCE SHEET

Name	City of Residence
Kirk Arnold	Auditor
Nancy Thompson	Gilmer
Peggy Thomas	Diana
JAN Williams	Gilmer
Sara Dumas	Gilmer
Kathleen Smith	Big Sandy 6364-180
James T. Martin	Gilmer
Will Ray	Gilmer
V. E. Pothua	Gilmer
Ken Flanagan	CSB
Bobby Piper	BiCounty Use
W. B. O.	Center 734-6662
Mary Ann	Center
Myra Harris	Gilmer
Fred Spradling	Gilmer 735-5942
Beck Cunn	
Will Darr	County
Bob Jones	RRM Enterprise - Pittsburg
ROGER A. SMITH	J. F. FONTAINE & ASSOC, PALESTINE
Hona Negy	Gilmer
W. Mitchell	Gilmer
Phillip Williams	GILMER (Tally Morning Telegraph)
David Phelps	Pittsburg TX. BiCounty W.S.C.

FILED  
REX A SHAW  
COUNTY CLERK  
97 FEB 24 11:13 AM