

**NOTICE OF MEETING
 COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
 MONDAY, MARCH 24, 1997, 9:00 AM, SPECIAL SESSION
 UPSHUR COUNTY COURTHOUSE, THIRD FLOOR
 AGENDA**

1. Approve the minutes of previous meeting.
2. Consider any budget amendments and take appropriate action.
3. Financial statement.
4. Consider approval of accounts payable and take appropriate action.
5. Consider any payroll changes and take appropriate action.
6. Consider approval and payment of construction and maintenance agreement contract with TxDOT for replacement of the Ballard Branch Bridge.
7. Discuss purchase of audio equipment for Commissioners Courtroom, County Courtroom and the District Courtroom and take necessary action.
8. Consider posting speed limit on Pct. 3 road.
9. Hear a report from the 911 Coordinator.
10. Hear Sheriff Buck Cross on matters relating to emergency communications.
11. Consider advertising for bids on slurry seal for county roads.
12. Consider posting speed limit on Daylily Road at 30 MPH.
13. Consider approval of Pct. 4 constructing a 40 x 75 feet metal building to be used for county barn. To be advertised for bids.
14. Consider request by George Dodd of the Yamboree Association to furnish 25 loads of dirt on their lot on Titus St. This will be used to build a float barn.
15. Consider request by persons in Snyder Addition for the County to assume maintenance of their road.
16. Consider re-appointing Barbara Fluellen and Wanda Marlowe to the Child Protective Board.
17. Consider approval of a letter of support for a General Purpose Foreign Trade Zone at Gregg County Airport.
18. To allow ROW agent to deviate from set value on certain parcel acquisitions for FM 1845 with approval of the Commissioners Court.
19. Consider adoption of procedure for conducting meetings of Commissioners Court.
20. Consider advertising for bids for equipment and scrap for Pct. 3.
21. Consider assistance on burial expense of indigents.
22. Consider approval of applications for use of Upshur County roads and ROW.

Charles L. Still
 Charles L. Still
 County Judge

BY _____
 COUNTY CLERK

LEWIS COUNTY, TX

97 MAR 20 PM 3:27

RECEIVED
 COUNTY CLERK
 LEWIS COUNTY, TX

UPSHUR COUNTY COMMISSIONER'S COURT

3-24-1997

Commissioner's Court met in special session. All members present.

1. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve minutes of the previous meetings dated 3-10-1997, 3-17-1997 and 3-20-1997 Motion carried
3. Motion by Tommy Stanley seconded by Kenney Thompson to approve financial statements as presented by County Auditor Motion carried Financial statements for the five months ended February 28, 1997 on file in office of County Clerk.
- 2 Motion by Kenney Thompson seconded by Rick Jackson to approve budget amendments as presented by County Auditor. Motion carried Copy attached
- 4 Motion by Tommy Stanley seconded by Rick Jackson to approve payment of bills now due. Motion carried Copy attached
5. No action taken on agenda item concerning payroll changes There were no payroll changes
6. Motion by Rick Jackson seconded by Kenney Thompson to approve construction and maintenance agreement contract with TXDOT for replacement of the Ballard Branch Bridge Also in this motion is to authorize payment for the County's part of the cost Motion carried Copy attached
7. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the purchase of audio equipment for Commissioner's Courtroom and for the County Court room Price for the equipment for the Commissioner's Courtroom is \$1153 73 The price for the County Courtroom equipment is \$1197 50 Motion carried Copies attached
- 8 Motion by Rick Jackson seconded by Tommy Stanley to approve posting speed limit at 30 m p h on Orange, Lemon, Hackberry, Tan Oak and Red Maple roads (All located in Pct 3) Motion carried
- 9 Dona Flipo, 911 mapping coordinator, met with Court to give progress report on 911 mapping system Motion by Tommy Stanley seconded by Gaddis Lindsey to approve accepting into minutes for recording purposes, progress reports, maps and other information sheets, all pertaining to the Upshur County 9-1-1 addressing and mapping project Motion carried Copy attached.
- 10 Sheriff Buck Cross met with Court to discuss letter previously submitted by Randall Pritchett concerning 911 mapping No action taken

11 Motion by Tommy Stanley seconded by Gaddis Lindsey to approve advertising for slurry seal for county roads Bids to be opened 4-14-1997 Motion carried

12 Motion by Tommy Stanley seconded by Gaddis Lindsey to approve posting speed limit on Dayhly road at 30 mph Motion carried

13 Motion by Kenney Thompson seconded by Gaddis Lindsey to approve advertising for bids for a 40 x 75 feet metal building for Precinct 4 which will be used for county barn. Bids to be opened 4-14-1997 Motion carried

14 No action taken on agenda item concerning request of George Dodd of the Yamboree Association for 25 loads of dirt on lot on Titus Street to be used to build a float barn

15 Motion by Tommy Stanley seconded by Gaddis Lindsey to approve request by property owners along the last unpaved section of Snyder Addition road. Request is for County to maintain 3 of a mile long section of Snyder Addition road (Road also known as Primrose) Motion carried.
Copy attached

16 Motion by Gaddis Lindsey seconded by Rick Jackson to approve re-appointment of Barbara Fluellen and Wanda Marlowe to Upshur County Child Protective Board. Motion carried Copy attached

17 Motion by Tommy Stanley seconded by Kenney Thompson to approve letter of support for a General Purpose Foreign Trade Zone at Gregg County Airport Motion carried Copy attached.

18 Motion by Kenney Thompson seconded by Gaddis Lindsey to approve allowing ROW agent, Charles Thompson, to deviate from set value on certain parcel acquisitions for FM 1845 with approval of the Commissioners Court Motion carried

19 Motion by Gaddis Lindsey seconded by Tommy Stanley to approve tabling any action concerning adopting procedures for conducting meetings of Commissioners' Court, until 4-14-1997. Motion carried

20 Motion by Rick Jackson seconded by Tommy Stanley to approve advertising for bids for equipment and scrap for precinct 3. Bids to be opened 4-14-1997 Motion carried

21 Motion by Tommy Stanley seconded by Rick Jackson to approve tabling agenda item considering assistance on burial expense of indigents until 3-14-1997 Motion carried.

22. Motion by Tommy Stanley seconded by Rick Jackson to approve the following Special Road Use Agreements, Permit Applications and/or Applications for Filling Abandoned Wells.

Special Road Use Agreement submitted by Patterson Logging to haul logs on Silver Maple.

Special Road Use Agreement submitted by William Robertson Logging to haul logs on Verbena and Trumpet.

Special Road Use Agreement submitted by E & S Timber to haul logs on Pinon.

Special Road Use Agreement submitted by Evergreen Timber Corporation to haul logs on Gardenia

Application for filling abandoned well submitted by Jim Eitel Well is located on Aspen Trail

Special Road Use Agreement submitted by Bradley Contractors, Incorporated to haul logs on Martin Lane

Motion carried on all the above Copies of all attached

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

Attendance Sheet placed into minutes for recording purposes only

Jury Selection System placed into minutes for recording purposes only.



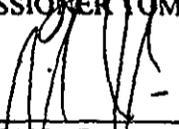
JUDGE CHARLES STILL



COMMISSIONER GADDIS LINDSEY



COMMISSIONER TOMMY STANLEY



COMMISSIONER RICK JACKSON



COMMISSIONER KENNEY THOMPSON

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 24TH
day of MARCH, 1997.

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

REC'D
97 MAR 24 11:10:23
BY _____
CLERK

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 3-24-97 ::

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>
	Transfer from Reserve			3,000

To:	18	614	3300	3,000
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Reason: TO CULVERTS


Department Head

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 3-24-97

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	551	5350	42.29
To:	10	551	3010	11.29
		551	4470	31.00

Reason:

Joel Bullock
 Department Head

 Attest - County Clerk

Approved Disbursements
All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/24/97 thru 03/27/97

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
61971-AP	03/24/97	360 COMMUNICATIONS	\$116 88	\$116 88	SUP2CCP-ACCT#GM00318/MARCH 10'97 BILLING
61972-AP	03/24/97	A & E MILL AND WELDING SUPPL	\$42 30	\$12 00 \$10 10 \$20 20	PCT#2-OXYGEN PCT#4-CUST#173125/CYL RENT(ACEH,OX150) PCT#2-CUST#173000/CYL RENT(ACEL,OX275(3))
61973-AP	03/24/97	ABC AUTO PARTS	\$301 42	\$22 47 \$208 95	PCT#3-TOOL BOX, ADHESIVE STRIPS PCT#3-48" WHEEL WELL, 6-IN VISE
61974-AP	03/24/97	ACCU CHEM LABORATORIES	\$1,268 00	\$311 50 \$249 00 \$507 50	CCP-PROFILES 2/3,4,7,10,11/97 CCP-PROFILES 3/3/97 CCP-PROFILES, #58535, 59997, 56875 2/13-27/97
61975-AP	03/24/97	ACE LOCK & SAFE SERVICE	\$174 78	\$47 50 \$127 28	CO BLDGS-(1)MASTER, SERVICE CALL CO TAX-NEW KEYS, LOCKS/LABOR(BANK BLDG)
61976-AP	03/24/97	ADVANCED DIAGNOSTICS	\$80 00	\$80 00	CCP-ACCT#1901000000; 10 PATCH EVAL
61977-AP	03/24/97	ANGELA NORTON	\$46 51	\$46 51	D.A-REIMBURSE/SUPPLIES
61978-AP	03/24/97	ARAMARK UNIFORM SERVICES, IN	\$1,376 50	\$30 60 \$30 60 \$66 50 \$16 90 \$16 90 \$34 10 \$54 10 \$52 10 \$20 05 \$43 05 \$54 10 \$48 40 \$52 10 \$20 05 \$283 50 \$54 10 \$43 95 \$52 10 \$20 05 \$43 05 \$54 10 \$48 40 \$52 10 \$20 05 \$43 05 \$54 10 \$48 40	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#1-CUST#5945001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE CO BLDGS-CUST#12829001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE CO BLDGS-CUST#12829001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE CO BLDGS-CUST#12829001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE
61979-AP	03/24/97	ARKLA GAS	\$1,982 42	\$720 69 \$134 75	J CTR-ACCT#0721336289005/MARCH 10'97 BILLING CO LIB-ACCT#0821335368006/MARCH 11'97 BILLING

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TELEPHONE

Approved Disbursements
All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/24/97 thru 03/27/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$381 35	CO LIB-ACCT#0821335367008/MARCH 11 '97 BILLING
				\$443 31	CD CTH-ACCT#0821334321006/MARCH 11 '97 BILLING
				\$131 11	ROCK BLDG-ACCT#0821334069001/MARCH 11 '97 BILLING
				\$148 12	BANK ANNEX-ACCT#16393B/MARCH 12 '97 BILLING
				\$11 45	PORTER BLDG-ACCT#0921336007007/MARCH 13 '97 BILLING
				\$11 45	PCT#3-ACCT#0921334261002/MARCH 13 '97 BILLING
61980-AP	03/24/97	B-K BULLET CO., INC.	\$1,215 40	\$1,215 40	CO S-AMMUNITION
61981-AP	03/24/97	BARRY WALLACE, ATTY	\$325 00	\$325 00	D CT-CAUSE#J-4-97 K E D
61982-AP	03/24/97	BAXTER SALES CO, INC	\$302 90	\$86 00	CO JAIL-CUST#100950/TRASH BAGS
				\$216 90	CO JAIL-CUST#100950/JOY, LICE SPRAY
61983-AP	03/24/97	BEARING SERVICE&SUPPLY, INC	\$20 00	\$20 00	PCT#2-CUST#573018/ROLLER BRG (3)
61984-AP	03/24/97	BILL WM W. GROGAN, D.D.S.	\$574 00	\$574 00	CO JAIL-DENTIST/PETRICK, WATERS, TEMS (2/7, 8, 19/97
61985-AP	03/24/97	BISHOP & BISHOP, P.C.	\$250 00	\$250 00	D CT-CAUSE#11, 788 JAMES WOODROW COLLINS
61986-AP	03/24/97	BLAKE FURNITURE	\$45 00	\$45 00	D CT-(3)COAT RACKS
61987-AP	03/24/97	BOB BARKER CO, INC	\$1,474 21	\$688 55	CO JAIL-ACCT#UPSTXO/BLANKETS, JAIL UNIFORMS, JAILER UNIFORMS
				\$391 70	CO JAIL-CUST#UPSTXO/RAZORS, QUICK SHAVE
				\$393 96	CO JAIL-CUST#UPSTXO/UNIFORMS
61988-AP	03/24/97	BOBBY JENKINS	\$3,910 00	\$3,910 00	PCT#1-(17)14yd LOADS OF FLEXPASE DELIVERED
61989-AP	03/24/97	BRAD MORIN	\$250 00	\$250 00	D CT-CAUSE#11, 724 FIDEL GARZA
61990-AP	03/24/97	BROOKSHIRES	\$182 05	\$20 00	D A-JON HINDMAN/HOT CK RESTITUTION
				\$50 00	D A-TERRY W EVANS/HOT CK RESTITUTION
				\$62 05	D A-CARLA HARRISON/HOT CK RESTITUTION
				\$50 00	D A-DAWN O'BRIEN/HOT CK RESTITUTION
61991-AP	03/24/97	BUENA VISTA HOME FOR BOYS	\$32 00	\$32 00	ISP-MEDICAL/B.R. 12/6/96
61992-AP	03/24/97	BURBA'S COMPUTER ENTERPRISES	\$25 00	\$25 00	JUV PROB-COMPUTER MAINT 3/5/97
61993-AP	03/24/97	CANON SERVICE COMPANY	\$2,158 00	\$2,158 00	J CTR-REPAIR HEATING UNIT
61994-AP	03/24/97	CARSON INDUSTRIES, INC	\$60 00	\$60 00	CO LIB-CUST#20797/COMPUTER CLEANING KIT
61995-AP	03/24/97	CAVENDER'S BOOT CITY	\$302 00	\$302 00	CO S-UNIFORMS
61996-AP	03/24/97	CHEROKEE COUNTY	\$536 00	\$268 00	CO CT-MI#19, 392/STEVE WHITAKER

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Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/24/97 thru 03/27/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$268 00	CO CT-MI#18-710/JAMES GOODMAN
61997-AP	03/24/97	CHEVRON U S A INC	\$95 85	\$18 27	CO S-GASOLINE
				\$77 58	SUP&CCR-ACCT#7898789859/FEB 28 '97 BILLING
61998-AP	03/24/97	CHILDERS & SONS REPAIR	\$62 43	\$62 43	CCP-SUPPLIES
61999-AP	03/24/97	CHRISTINA W WALLACE, C S P	\$80 00	\$80 00	D CT-COURT REPORTING/02/25/97
62000-AP	03/24/97	COMMUNITY CORRECTIONS, INC	\$1,520 00	\$1,520 00	JUV PROB-DETENTION/J.M&B-F (29days@80.00ea)
62001-AP	03/24/97	COMMUNITY REHABILITATION	\$675 00	\$600 00	CCP-PSYCHOTHERPHY; CHEM DEPEND COUNSELING 2/7-28/97
				\$75 00	CCP-SEMINAR/SHANE JACKSON 3/14/97
62002-AP	03/24/97	COMPLETE BUSINESS	\$594 98	\$28 44	CO TAX-CUST#LN0461/RICOH F5540(2107 COPIES MADE 01/01/97-02/01/97)
				\$42 83	CO JAIL-CUST#LN0461/COPY COUNT CONT (3259 COPIES-02/01/97-03/01/97)
				\$53 21	CO LIB-CUST#LN0461/COPY COUNT CONT 3547 COPIES MADE-03/01/97-04/01/97
				\$38 73	D JUDGE-CUST#LN0461/RICOH F441B(2869 COPIES MADE-02/01/97-03/01/97)
				\$4 00	CO EXT-CUST#LN0461/TONER
				\$98 88	CO CLK-CUST#LN0461/RICOH F5540(6584 COPIES MADE-02/01/97-03/01/97)
				\$93 81	CO JUDGE-CUST#LN0461/COPY COUNT CONT 9644 MADE-02/01/97-03/01/97
				\$245 08	SUP-#050295; 034207; 034286; 034287(\$36 24 CREDIT)
62003-AP	03/24/97	COURT REPORTING SERVICES	\$127 00	\$127 00	D CT-75-2692382/CT REPORTING; TRANSCRIPT; POSTA GE
62004-AP	03/24/97	CROLEY FUNERAL HOME	\$237 50	\$237 50	JP#4-TRANS JAMES ALLRED TO DALLAS; DISASTER POUCH
62005-AP	03/24/97	CROWN PRODUCTS, INC.	\$18 70	\$18 70	PCT#3-REPAIR KIT/BDOMAX CYLINDER
62007-AP	03/24/97	DARR EQUIPMENT COMPANY	\$46 56	\$46 56	PCT#4-EQUIPMENT PARTS
62008-AP	03/24/97	DAVE'S STEREO CENTER	\$89 00	\$89 00	CO S-POWER SUPPLY
62009-AP	03/24/97	DAVIDSON MOTOR & WRECKER	\$40 00	\$40 00	PCT#1-PUMP
62010-AP	03/24/97	DAYTOP VILLIAGE INC.	\$2,100 00	\$2,100 00	JUV PROB-PLACEMENT/K-L (28days@875.00ea)
62011-AP	03/24/97	DEALERS TRUCK	\$420 51	\$486 00	PCT#1-"PACK RAT" TOOL BOX \$65.49CR-PCT#1-INV#030196L/OVERPAYMENT

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/24/97 thru 03/27/97

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-Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
62012-AP	03/24/97	DEAN'S LAWNMOWER &	\$241.33	\$241.38	CCP-EDGER PARTS & LABOR/SUPPLIES
62013-AP	03/24/97	DEANNA DRENNAN	\$200.00	\$200.00	D CT-CAUSE#11,652/STATEMENT OF FACTS(TEST OF SHAWN CROSS)
62014-AP	03/24/97	DELWARD C & JEAN M GAGE	\$1,760.00	\$1,760.00	R O W-FM#1845 PARCEL#30 PURCHASE OF LAND
62015-AP	03/24/97	DON METCALFE	\$424.13	\$179.13 \$245.00	D CT-VISITING JUDGE 2/28/97 D CT-VISITING JUDGE 2/25-26/97
62016-AP	03/24/97	DR. BAGHERIAN	\$74.00	\$74.00	D A-LUTHER MORGAN/HOT CK RESTITUTION
62017-AP	03/24/97	EAGLE AUTO GLASS	\$128.33	\$128.38	PCT#1-WINDOW FOR JOHN DEER
62018-AP	03/24/97	EAST TEXAS INSURANCE AGENCY	\$142.00	\$142.00	CO TREAS-NOTARY BOND & FILING FEE FOR KARMEN & LINDA
62019-AP	03/24/97	EAST TEXAS JUSTICE OF THE PE	\$25.00	\$25.00	JP#2-LYLE POTTER, JP#2 MEMBERSHIP DUES 1997
62020-AP	03/24/97	EAST TEXAS MACHINERY	\$213.63	\$10.03 \$203.60	PCT#3-CUST#10000656/RESISTOR; FREIGHT PCT#1-ACCT#10000654/DURA-MAX
62021-AP	03/24/97	EAST TEXAS MEDICAL	\$795.99	\$362.55 \$95.54 \$317.90	IND-LATOYNA A VENTERS/MEDICAL 1/28/97 CO JAIL-WILLIAM SMEDLEY/MEDICAL 2/15/97 CO JAIL-ROBERT L BARNETT/MEDICAL 2/27/97
62022-AP	03/24/97	EAST TEXAS MEDICAL CENTER	\$117.59	\$64.25 \$53.34	IND-LATONYA VENTERS/MEDICAL 1/20/97 IND-TERRY WELLS/MEDICAL 1/21/97
62023-AP	03/24/97	EAST TEXAS RADIOLOGY CONSULT	\$68.03	\$59.00	CO JAIL-ACCT#20218/FARRIN MITCHELL&JACK ODDM
62024-AP	03/24/97	EASTEX TRUCK PARTS, INC	\$240.00	\$90.00 \$150.00	PCT#2-SHIFT STICK PCT#2-SPRINGS
62025-AP	03/24/97	ECONOMY AUTO SUPPLY, INC	\$124.87	\$39.94 \$16.46 \$3.90 \$6.94 \$3.79 \$53.84	PCT#4-KIT & COUPLER, GATES BELTS PCT#1-SANDPAPER; PRIMER PAINT; KRYLON PAINT; BONDO FILE PCT#4-CREDIT FOR BELT; BELT; THERMOSTAT; GASKET PCT#3-ACCT#8700/U-JOINT PCT#3-CREDIT FOR U-JOINTS; U-JOINT PCT#4-SHOCK ABSORBERS
62026-AP	03/24/97	EDGE OFFICE PRODUCTS	\$778.64	\$666.30 \$9.60 \$16.34 \$86.40	IC-CUST#796/XEROX PAPER; FORMS; CLIP BINDERS IC-CUST#796/RIBN. TYP, CORR, IBM WHLRTR IC-CUST#796/FOLDERS IC-CUST#796/RIBN. TYP, CORR, IBM WHLRTR
62027-AP	03/24/97	ELWELL'S OIL & LUBE	\$61.50	\$17.30 \$17.00	CO S-FIX FLAT(MAT ALFORD) CO S-UNIT#19/OIL, FILTER, LABOR

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Approved Disbursements

A.I. Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/24/97 thru 03/27/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$27 50	CO S-UNIT#11/INSP. STICKER, OIL, FILTER, LABOR
62028-AP	03/24/97	ERVIN'S GARAGE	\$450 00	\$450 00	PCT#1-(2)1000 20R TIRES&TUBES
62029-AP	03/24/97	EXPRESS LUBE DBA	\$178 55	\$18 95	CO S-UNIT#7/OIL, FILTER, LABOR
				\$18 95	WASTE-OIL, FILTER, LABOR
				\$18 95	CO S-UNIT#5-OIL, FILTER, LABOR
				\$18 95	CO S-UNIT#1/OIL, FILTER, LABOR
				\$26 95	CO S-OIL, FILTERS, LABOR
				\$18 95	CO S-UNIT#3/OIL, FILTER, LABOR
				\$18 95	CO S-UNIT#2/OIL, FILTER, LABOR
				\$18 95	CO S-UNIT#4-OIL, FILTER, LABOR
				\$18 95	CO S-UNIT#21/OIL, FILTER, LABOR
62030-AP	03/24/97	FANNIN FARM EQUIPMENT	\$63 73	\$11 73	PCT#3-OX 125, NIPPLE
				\$52 00	PCT#1-FEB, CYL. RENT/145 ACET(7), OXY(6)
62031-AP	03/24/97	FEDEX	\$41 82	\$41 82	CO S-ACCT#1716-1325-6/SHIPMENTS TO HUNTSVILLE(3)
62032-AP	03/24/97	FERN'S TRUCK STOP	\$195 00	\$195 00	D A-DAWN O'BRIEN/HOT CK RESTITUTION
62033-AP	03/24/97	FOLLETT LIBRARY BOOK CO	\$245 72	\$245 72	CO LIB-CUST#04775/BOOKS(19)
62034-AP	03/24/97	GALL'S INC.	\$1,074 33	\$305 45	CO S-TACTICAL BOOTS
				\$282 94	CO S-TACTICAL BOOTS
				\$316 09	CO S-HIDE AWAY HI OUTPUT STROBES, WIG WAG, PLAIN OXFORD
				\$165 85	CO S-(6)OUTLET STROBE POWER SUPPLY
62035-AP	03/24/97	GENERAL TELEPHONE COMPANY	\$58 23	\$7 02	CO S-#18A-2703/FEB 19'97 BILLING
				\$49 21	SUP-#1FD-3615/FEB 25'97 BILLING
62036-AP	03/24/97	GEORGE P. BANE, INC.	\$7,235 64	\$4,098 86	PCT#3-PARTS FOR BOOM
				\$479 63	PCT#3-BOOMAX PINS, DITCHER BEARINGS, SEALS, ETC
				\$46 05	PCT#1-ACCT#91935/SEAL OIL, BEARING, SNAP RING, FREIGHT
				\$624 46	PCT#1-ACCT#91935/CAP THRUST, FREIGHT
				\$13,360	PCT#3-ACCT#91937/RET PIVOT PIN & SPACER
62037-AP	03/24/97	GILMER CABLE TV CO, INC.	\$65 00	\$65 00	CO JAIL-ACCT#13891/MARCH CABLE SERVICE
62038-AP	03/24/97	GILMER DRUG COMPANY	\$612 03	\$12 36	CO S-UPS
				\$8 21	CO JAIL-VISINE, ICY HOT
				\$43 99	CO JAIL-ALCON; T ADAMS; O ALONJO/PRESCRIPTIONS
				\$6 25	CO JAIL-FARON MITCHELL/PRESCRIPTION
				\$36 45	CO JAIL-ROGER RENEAU; DEANA WILLIAMSON/PRESCRIPTIONS
				\$55 34	CO JAIL-FONZELL JACKSON; JESUS

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11/11/97

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 MAR 1997

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/24/97 thru 03/27/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					ANGELD/PRESCRIPTIONS
				\$58 98	CO JAIL-F. JACKSON, K PETRICK, H SCOTT/PRESCRIP IONS
				\$11 64	CO JAIL-BOBBY FRANKLIN/PRESCRIPTIONS
				\$18 64	CO JAIL-ROBERT ELLIOT/PRESCRIPTIONS
				\$84 42	CO JAIL-R. GILLIAM, R RENEAU; F JACKSON/PRESCRIP TIONS
				\$111 28	CO JAIL-J. ODOM; W BIRCHER/PRESCRIPTIONS
				\$164 47	CO JAIL-M. WHITTINGTON; D WILLIAMSON, J. ODOM/PRE SCRIPTIONS
62039-AP	03/24/97	GILMER LUMBER COMPANY INC	\$84 54	\$28 00	J CTR-CUST#0021020/CLOSET RODS
				\$21 90	D A-PAINTING SUPPLIES
				\$9 76	J CTR-DUCT TAPE, BIT, CLOSET ROD
				\$14 88	CO BLDGS-CUST#0021020/PLYWOOD
62040-AP	03/24/97	GILMER MUFFLER SHOP	\$110 50	\$32 50	PCT#1-EXHAUST SYSTEM PART, LABOR
				\$78 00	PCT#1-MUFFLER FOR JD WHEEL LOADER
62041-AP	03/24/97	GILMER NATIONAL BANK	\$525,000 00	\$525,000 00	CD#13166 PURCHASED@5 49%(7days)TO MATURE 3/31/97
62042-AP	03/24/97	GILMER OFFICE CENTER	\$82 10	\$5 24	CO TAX-KEY TAGS
				\$55 96	JP#4-CUSTOM MADE STAMP
				\$9 00	"911"-PRESENTATION FOLDERS
				\$11 90	"911"-DISKETTES, PEN; DISKETTE MAILERS; MOUSE PAD
62043-AP	03/24/97	GILMER PRIMARY CARE	\$43 00	\$20 00	D A-LUTHER MORGAN/HOT CK RESTITUTION
				\$23 00	D A-MELISSA K KLINK/HOT CK RESTITUTION
62044-AP	03/24/97	GOOD SHEPHERD MEDICAL CENTER	\$947 50	\$473 75	CO JAIL-DANNA COMSTOCK ACCT#29048303/MED SERVICES
				\$473 75	CO JAIL-SHALLOR CAIN ACCT#29048337
62045-AP	03/24/97	GOVERNMENT RECORDS SERVICES	\$5,758 53	\$275 00	REC MANG-16mm CAMERA RENTAL W/EASEL
				\$4,815 53	CO CLK-CUST#309/MICRO FILMING&INDEXING
				\$275 00	REC MANG-16mm CARMERA RENTAL W/EASEL
				\$393 00	REC MANG-16mm KODAK MICROFILM, PROCESSING
62046-AP	03/24/97	GREGG CO JUVENILE PROBATION	\$1,680 00	\$1,680 00	JUV PROB-DETENTION/28days@560 00per day
62047-AP	03/24/97	GWEN LODEN, ATTY AT LAW	\$250 00	\$250 00	D CT-CAUSE#J-3-97 J.M.S. 2/26/97
62048-AP	03/24/97	H & H BUILDERS SUPPLY	\$27 91	\$27 91	A PROB-CUST#4038/#7892; 7495; 8589; 8738(SUPPLIE S)
62049-AP	03/24/97	HERBERT L YOUNG	\$5,004 03	\$24 52	PCT#1-GASOLINE/23 GALS @ \$1 06 6
				\$2,276 74	PCT#2-GASOLINE(1425 GALS @ \$1 04 9); DIESEL(1120 GALS @ \$0 71 @)

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Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/24/97 thru 03/27/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$175.50	CO BLDGS-160 GALS GASOLINE
				\$50.40	DA-39 GALS GASOLINE
				\$2,432.69	CO S-(361)gals LEAD REG(1515)UNLEAD PREM GAS
				\$24.18	911-(22)gals-LEAD REG GAS
62050-AP	03/24/97	HOLLIS D GORMAN	\$61.15	\$61.15	D CT-VISIT JUDGE 1/17-21/97&2/14&18/97
62051-AP	03/24/97	HOLMES CONCRETE PIPE	\$359.10	\$359.10	PCT#3-15" CULVERTS
62052-AP	03/24/97	HONEY STOP FOOD MARTS, INC	\$50.75	\$50.75	PEER-FEB'97 GAS BILLING
62053-AP	03/24/97	HOSS EQUIPMENT CO	\$360.00	\$360.00	PCT#2-CUST#UPS301/TINES FOR REX MIXER
62054-AP	03/24/97	I DEAL COMPUTERS, INC	\$59.95	\$59.95	COMPUTER-(1)POWER TADIRAN(BATTERY)&LABOR(LINDA'S)
62055-AP	03/24/97	INDUSTRIAL ELECTRONIC SUPPLY	\$51.80	\$14.00	CD BLDGS-FUSES
				\$37.80	J CTR-(2)TRANSFORMERS
62056-AP	03/24/97	IRVIN TIRE COMPANY	\$163.95	\$24.00	CO S-UNIT#19/STEMS; MT DISMT; BALANCE 2 WHEELS
				\$24.00	CO S-UNIT#2/STEMS; MT. DISMT; BALANCE 2 WHEELS
				\$52.95	CO S-MT. DISMT; BALANCE; ALIGNMENT
				\$6.00	CO S-UNIT#8/FIX FLAT
				\$24.00	CO S-2 STEMS; BALANCE; MT DISMT 2 WHEELS
				\$33.00	CO S-UNIT#11/STEMS; BALANCE; MT. DISMT 3 WHEELS
62057-AP	03/24/97	JACK O' DIAMONDS	\$673.14	\$673.14	PCT#1-REPAIRS ON UNIT #118-PARTS; SHOP SUPPLIES; LABOR
62058-AP	03/24/97	JAMES BEASLEY	\$19.15	\$19.15	CO JAIL-REIMBURSE/TRANSPORT JEROME SHOOP TO ILLINDIS
62059-AP	03/24/97	JAMES GEE	\$6.07	\$6.07	CCP-REIMBURSE/TRUCK MAINT.
62060-AP	03/24/97	JEFFERSON JIMPLECUTE	\$145.90	\$145.90	SUP-(1)LASER TONER & CALENDAR
62061-AP	03/24/97	JOE D. CLAYTON	\$191.22	\$191.22	D. CT-VISITING JUDGE 2/21/97
62062-AP	03/24/97	JOHN DEERE CREDIT	\$853.40	\$853.40	PCT#2-INV#93005/ACCT#999994161/TRACTOR BACKHDE(4'97)
62063-AP	03/24/97	JOHN SPIVEY	\$23.20	\$23.20	SUP-REIMBURSE/89mi@ 29ea; 12/96
62064-AP	03/24/97	JOYCE MORRISON	\$16.85	\$16.85	CO LIB-REIMBURSE/POSTAGE ON BOOKS
62065-AP	03/24/97	JR'S OF GILMER	\$210.44	\$120.29	D-A-DAWN S O'BRIEN/HOT CK RESTITUTION
				\$21.29	D A-HAROLD WALKER/HOT CK RESTITUTION
				\$23.86	D A-DAWN O'BRIEN/HOT CK RESTITUTION
				\$20.00	D A-THOMAS YOUNG/HOT CK RESTITUTION
				\$25.00	D A-KENNETH HOLLINGSWORTH/HOT CK RESTITUTION

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/24/97 thru 03/27/97

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Check #	HC Date	Vendor.	Check Amount	Invoice Amt	Invoice Descriptions.
				\$344.51	PCI#2-CUST#221772/OIL DIRT(14.66 TON @ \$23.50)
62081-AP	03/24/97	LONGVIEW GEAR & AXLE	\$244.76	\$244.76	PCI#2-TRANS. PARTS - MAIN SHAFT, INPUT SHAFT, OUTPUT SEAL, INPUT SEAL, POCKET BEARING
62082-AP	03/24/97	LONGVIEW GUEST INN	\$98.00	\$98.00	D CT-ROOM#45837/JUDGE ZIMMERMANN 3/5-7/97
62083-AP	03/24/97	LUTHER MORGAN	\$15.00	\$15.00	D A-OVERPAYMENT OF HOT CK RESTITUTION
62084-AP	03/24/97	M R PATTON	\$900.00	\$900.00	D CT-CAUSE#11.605 RAY WATERS
62085-AP	03/24/97	MED SHOP	\$35.59	\$35.59	CO JAIL-ACCT#2528/TYLENOL-2 PRESCRIPTIONS(K. PETRICK)
62086-AP	03/24/97	MED SHOP PHARMACY	\$434.98	\$434.98	CO IND-ACCT#2048/D. CHAPARRO, T. WELLS, C. CROSS(P. RESCRIPTIONS)
62087-AP	03/24/97	MEDINA CHILDREN'S HOME, INC	\$2,145.00	\$1,540.00	JUV. PROB-PLACEMENT/J. W. (28days@ \$55.00ea)
				\$605.00	JUV. PROB-PLACEMENT(11days@ \$55.00 J W)
62088-AP	03/24/97	MICHAEL MARTIN, ATTY	\$650.00	\$150.00	D CT-CAUSE#309-95 JERRY ALLEN CHASTAIN
				\$250.00	D CT-CAUSE#11,790&11,791 ROBERT BARNETT
				\$250.00	D CT-CAUSE#11,761 RITA GAIL SLATON
62089-AP	03/24/97	MICHEAL L SMITH, TAX-ASSESSO	\$1,253.95	\$1,253.95	D A-CARLA HARRISON/HOT CK RESTITUTION
62090-AP	03/24/97	MR. CORKY STOVALL	\$250.00	\$250.00	D CT-CAUSE#11-823 WENDELL BRADFORD
62091-AP	03/24/97	MURRAY JORDAN	\$24.00	\$24.00	CO JAIL-REIMBURSE/BOBBY J MAYS TRANSFERED FROM HOUSTON
62092-AP	03/24/97	MUSIC MT. WATER	\$42.67	\$42.67	D A-ROYCE DUFFEY/HOT CK. RESTITUTION
62093-AP	03/24/97	NANCY REESE	\$40.00	\$40.00	D A-JUDI CATHEY/HOT CK RESTITUTION
62094-AP	03/24/97	NATIONAL DISTRICT ATTORNEYS	\$155.00	\$155.00	D A-MEMBERSHIP DUES/TIM CONE 1997
62095-AP	03/24/97	NATIONAL INFORMATION DATA	\$36.90	\$36.90	CO CLK-(1)NATIONAL ZIP CODE BOOK
62096-AP	03/24/97	NCR CORPORATION	\$134.50	\$134.50	CO TAX-CUST#77844645/CITIZEN 120D/GSX140 TX DOT
62097-AP	03/24/97	NEWSOME'S GROCERY	\$154.95	\$154.95	D A-TERRY W EVANS/HOT CK RESTITUTION
62098-AP	03/24/97	PAT McDOWELL	\$69.51	\$69.51	D CT-VISITING JUDGE 2/21/97
62099-AP	03/24/97	PATRICIA HARRISON	\$450.00	\$90.00	CO CT-COURT REPORTING/03/04/97
				\$180.00	D CT-COURT REPORTING/03/06/97
				\$90.00	D CT-COURT REPORTING/03/07/97

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All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/24/97 thru 03 27/97

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Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$90.00	CO CT-COURT REPORTING 03/12/97
62100-AP	03/24/97	PEGUES - HURST MOTOR CO	\$19.98	\$19.98	PCT#1-THERMOSTAT (2); GASKET
62101-AP	03/24/97	PERSONAL DEVELOPMENT SEMINAR	\$720.00	\$720.00	CCP-(12)CLIENTS(THEFT/BAD CHECK SEMINAR)
62102-AP	03/24/97	PITNEY BOWES	\$19.00	\$19.00	NON DEPT-ACCT#9307-5720-20-6/RESET CHARGES
62103-AP	03/24/97	POSTMASTER	\$20.00	\$20.00	JUV PROB-(100)STAMPS POSTCARDS
62104-AP	03/24/97	PROFESSIONAL FOOD SYSTEMS	\$726.12	\$390.11 \$336.01	CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/ASSORTED FOODS
62105-AP	03/24/97	PROFESSIONAL TECHNICAL ASSIS	\$10,332.90	\$9,952.00 \$25.00 \$332.00 \$41.90 \$82.00	CO S-CALIDA CONSOLE SW662(PARTIAL PAYMENT) CO S-STROBE LIGHT REFLECTORS CO JAIL-HEADSETS PCT#3-REPAIR PORTABLE RADIO-PARTS, LABOR CO S-BATTERY FOR PORTABLE
62106-AP	03/24/97	GULL CORPORATION	\$235.62	\$49.91 \$185.71	SUP-ACCT#49034/SUPPLIES SUP-ACCT#49034/FOLDERS, MAKERS
62107-AP	03/24/97	RAMSEY'S WESTERN	\$97.39	\$97.39	D A-DAWN O'BRIEN/HOT CK RESTITUTION
62108-AP	03/24/97	RANDY BURRIS	\$1.20	\$1.20	CO S-REIMBURSE/PWER STEERING FLUID
62109-AP	03/24/97	REGIONAL NETWORK FOR CHILDRE	\$120.00	\$120.00	JUV PROB-REGISTRATION/MELINDA SMITH
62110-AP	03/24/97	RICHARD A BOSWORTH	\$45.60	\$45.60	D CT-VISITING JUDGE 2/24/97
62111-AP	03/24/97	RICK'S TIRE SERVICE	\$80.00	\$55.00 \$25.00	PCT#1-SERVICE CALL REPAIR 3 FATS PCT#1-SERVICE CALL REPAIR & MT TIRE
62112-AP	03/24/97	SABINE VALLEY COUNSELING CEN	\$35.00	\$35.00	ISP-J W/PLACEMENT EVALUATION
62113-AP	03/24/97	SCOTT-MERRIMAN, INC	\$44.60	\$44.60	CO CLK-CAPIAS PRO FINE FORMS (100), FREIGHT
62114-AP	03/24/97	SERVICORP, INC	\$10.00	\$4.80 \$5.20	COMPUTER-UPS FREIGHT/WYSE WY-60 TERMINAL COMPUTER-UPS FREIGHT/WYSE WY-60
62115-AP	03/24/97	SHANE JACKSON	\$101.50	\$101.50	CCP-REIMBURSE/350mi@ 29ea; 2/97
62116-AP	03/24/97	SHERIFF ASSOCIATION OF TEXA	\$35.00	\$35.00	CO S-(1)SHERIFFS' DIRECTORY
62117-AP	03/24/97	SHERWIN-WILLIAMS	\$229.90	\$229.90	J CTR-ACCT#9959-5202-4/TILE, PAINT
62118-AP	03/24/97	SKINNER RADIATOR SHOP	\$40.00	\$40.00	PCT#3-CLEAN & REPAIR RADIATOR
62119-AP	03/24/97	SMITH OIL COMPANY	\$5,000.00	\$5,000.00	PCT#2-(1)11TON FORD FLAT BED TRUCK W/6.9 DIESEL

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Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/24/97 thru 03/27/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
62120-AP	03/24/97	SOBOL	\$25 00	\$25 00	PCT#3-CUST#551100/FEB CYLINDER RENTAL(2 SM OXY/LG OXY/2 ACET)
62121-AP	03/24/97	SOUTHWESTERN BELL TELEPHONE	\$3 30	\$3 30	D CT-#214-106-2236-218-3/MARCH 1'97 BILLING
62122-AP	03/24/97	SOUTHWESTERN ELECTRIC POWER	\$1,330.54	\$1,220.05	CO CTH-ACCT#5674 MARCH 7'97 BILLING
				\$107.19	CO CTH-ACCT#1673 MARCH 7'97 BILLING
62123-AP	03/24/97	SUPER SAVER RENT-A-CAR	\$400.00	\$400.00	911-MARCH'97 LEASE OF VEHICLE
62124-AP	03/24/97	SYSCO FOOD SYSTEMS, INC	\$475.42	\$223.97	CO JAIL-CUST#288639/ASSORTED FOODS
				\$251.45	CO JAIL-CUST#288639/ASSORTED FOODS
62125-AP	03/24/97	T & S TRACTOR INC	\$87.95	\$87.95	PCT#4-TUBE ASSEMBLY FOR TRACTOR (2)
62126-AP	03/24/97	T M LUMBER CO , INC.	\$8.11	\$2.13	PCT#2-NIPPLES
				\$5.98	PCT#2-CHAIN HOOK
62127-AP	03/24/97	TEXACO REFINING &	\$94.89	\$94.89	CO S-ACCT#61-030-2845-9/GASOLINE
62128-AP	03/24/97	TEXAS COMMISSION	\$35.00	\$35.00	CO S-(1)TX MINIMUM JAIL STANDARDS MANUAL
62129-AP	03/24/97	TEXAS COURT CLERKS ASSOCIATI	\$25.00	\$25.00	JPN2-MEMBERSHIP 1997/CAROLYN PERRY
62130-AP	03/24/97	TEXAS DIST & CO ATTY ASSOC	\$165.00	\$165.00	D A-REGISTRATION/ANGELA NORTON(CIVIL LAW SEMINAR)
62131-AP	03/24/97	TEXAS STEEL CULVERT CO , INC	\$11,558.02	\$3,560.10	PCT#3-CUS#01-29556000/CULVERTS
				\$1,632.00	PCT#3-CUST#01-29556000/CULVERTS
				\$1,045.44	PCT#4-CUST#01-29556000/CULVERTS(32-172")
				\$2,090.88	PCT#4-CUST#01-29556000/CULVERTS
				\$3,229.60	PCT#3-CUST#01-29556000/CULVERTS(2)
62132-AP	03/24/97	THE GILMER MIRROR	\$19.55	\$17.50	CO S-3 STAMPS
				\$2.05	CO S-STAMP INK
62133-AP	03/24/97	THE RAILROAD YARD, INC.	\$9,671.50	\$6,912.50	PCT#2-TANK CAR; TANK CAR
				\$2,759.00	PCT#1-(1)6'7"x31' USED TANK CAR
62134-AP	03/24/97	THE SAFER SOCIETY FOUNDATION	\$50.00	\$50.00	SUP-(3)PORQUE ESTOY EN TRATAMIEN
62136-AP	03/24/97	THE WASHINGTON POST	\$69.00	\$69.00	CO LIB-(52)ISSUES/2yr-SUBSCRIPTION
62137-AP	03/24/97	THIS WAY SIGN	\$67.80	\$67.80	PCT#1-SIGNS/2 HAWK; 2 FINCH RD
62138-AP	03/24/97	THOMAS B MCCLAIN	\$1,000.00	\$1,000.00	D CT-CAUSE#11,725 JASON ANDERSON
62139-AP	03/24/97	TINA ANDERS CAMPBELL, CSR	\$1,350.00	\$900.00	D CT-CAUSE#136-94A/APPEARANCE-FEE 02/24/97-03/01/97

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MAR 28 1997

MAR 28 1997

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 MAR 1997

Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/24/97 thru 03/27/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$450.00	D CT-CAUSE#136-94A CT REPORTING 3/3-5/97(2 1/2days)
62140-AP	03/24/97	TRAVIS HATHCOCK	\$30.00	\$30.00	PCT#3-SAND/30YDS @ \$1.00
62141-AP	03/24/97	TYLER NEURDSURGICAL ASSOC	\$150.00	\$150.00	CO JAIL-MARK ANTONY/SERVICES RENDERED 12/5/96
62142-AP	03/24/97	VARCO INCORPORATED	\$217.72	\$195.72	COMPUTER-SLIM ADAPTER, CRIMP, HOODS, PENS
				\$22.00	COMPUTER-(200)CRIMP PINS
62143-AP	03/24/97	UNITED STATES POSTAL SERVICE	\$4,000.00	\$3,000.00	NON DEPT-POSTAGE FOR METER#20560346
				\$1,000.00	NON DEPT-POSTAGE FOR METER#20475091(J CTR)
62144-AP	03/24/97	UPSHUR COUNTY	\$82.69	\$82.69	SUP-REIMBURSE/VALU-LINE BILLING 3/1/97
62145-AP	03/24/97	UPSHUR COUNTY APPRAISAL DIST	\$24,670.39	\$25,021.75	CO APPRI-2ND QTR BUDGET ALLOCATION(LESS CREDIT)
				\$351.37	CR CREDIT FROM 1996 BUDGET RETURNED TO COUNTY
62146-AP	03/24/97	UPSHUR COUNTY CLERK	\$662.00	\$17.00	NON DEPT-CAUSE#90-72 CORRECTED TAX RESALE DEED(LOT 1-A-BIK 68)
				\$645.00	NON DEPT-SUBPDENAS REQUESTED BY DA
62147-AP	03/24/97	UPSHUR RURAL ELECTRIC	\$225.61	\$225.61	D A-MARY WILLAIMS/HOT CK RESTITUTION
62148-AP	03/24/97	VARNADO FEED SERVICE	\$19.95	\$19.95	CO BLDG-PREEM
62149-AP	03/24/97	VERMEER EQUIPMENT	\$19.41	\$19.41	PCT#3-CUST#03779/FUEL LINE.FREIGHT
62150-AP	03/24/97	VIKING OFFICE PRODUCTS	\$28.12	\$28.12	I C -TENEX CHAIR MAT; RUBBER BANDS (3 1/2 X 1/8). ACCO BINDER CLIPS. INSURANCE
62151-AP	03/24/97	VINGO FOODS	\$24.51	\$24.51	D A-KENNETH HOLLINGSWORTH/HOT CK.RESTITUTION
62152-AP	03/24/97	VINGO FOODS	\$223.85	\$11.16	CO JAIL-NO STICK SPRAY
				\$26.69	CO JAIL-ONIONS; BREAD
				\$124.00	CO JAIL-BREAD
				\$62.00	CO JAIL-BREAD
62153-AP	03/24/97	VISA	\$54.05	\$54.05	JUV PROB-ACCT#0783.0775.0767/MARCH 5'97 BILLINGS
62154-AP	03/24/97	VISA	\$113.97	\$113.97	CO JAIL-ACCT#1505/MARCH 5'97 BILLING
62155-AP	03/24/97	WAL-MART #146	\$303.40	\$83.69	D A-MARCIA EADS/HOT CK RESTITUTION
				\$27.26	D A-CYNTHIA STANFORD/HOT CK RESTITUTION
				\$192.45	D A-TERRY W EVANS/HOT CK RESTITUTION
62156-AP	03/24/97	WALMART STORE #146	\$390.86	\$13.21	9:1-COFFEE.SUGAR.CREAMER.CUPS.STIRRERS.SUGAR SHAKER

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ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/24/97 thru 03/27/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$4.93	CD S-ACCT#188/PHOTO PROCESSING
				\$170.10	CD S-ACCT#188/CASSETTS, BATTERIES
				\$29.96	CO BLDG-(1)ANSWERING MACHINE
				\$17.03	CD S-ACCT#188/PHOTO PROCESSING
				\$43.10	SUP-SUPPLIES/#1147982; 1147962; 1147787
				\$11.65	SUP-SUPPLIES
				\$100.90	D.A.#145/CAMERA FILM
62157-AP	03/24/97	WELLBORN MECHANICAL SERVICE	\$1,860.00	\$180.00	J CTR-UNIT#11/LABOR
				\$1,500.00	J CTR-INSTALLED NEW HEAT EXCHANGER IN UNIT#11
				\$180.00	J CTR-LABOR ON AC UNITS
62158-AP	03/24/97	WEST PUBLISHING	\$1,207.55	\$33.50	LAW LIB-ACCT#858-338-296/FD 3D V99
				\$42.00	CO AUD-ACCT#692-017964/TX. VERN ST CIV V389PP
				\$39.10	LAW LIB-ACCT#858-338-296/TX EVID CTRM 2A 97ED
				\$48.60	LAW LIB-ACCT#858-338-296/US SUP CT RP V11B
				\$54.00	LAW LIB-ACCT#858-338-296/TX CS 930-931
				\$73.10	LAW LIB-ACCT#858-338-296/AM LAW RP V136&ALERT
				\$79.00	LAW LIB-TX JURIS 3D 97REV 33
				\$491.50	LAW LIB-USCA 97PP V1-9
				\$38.50	LAW LIB-FD 3D V100
				\$137.50	CO JUDGE-ACCT#866-760-500/TX UCC FMS 3D V1&2
				\$28.25	LAW LIB-TXPR V1&2 2D 97PP
				\$137.50	LAW LIB-TX UCC FMS 3D V1&2
62159-AP	03/24/97	WEST SIDE FURNITURE	\$218.51	\$218.51	PCT#4-SAW PARTS (BARS, SPROCKETS, PISTON, ETC); OIL; LABOR
62160-AP	03/24/97	WESTERN AUTO ASSOCIATE STORE	\$286.23	\$89.98	PCT#3-TOOLS
				\$9.29	PCT#4-FILE GUIDE FOR CHAIN SAWS
				\$186.96	PCT#3-BATTERIES, WADER SUSPENDERS (RICH)
62161-AP	03/24/97	WHITE SWAN, NORTH	\$634.78	\$250.46	CO JAIL-CUST#420711/ASSORTED FOODS
				\$384.32	CO JAIL-CUST#420711/ASSORTED FOODS
62162-AP	03/24/97	WHOLESALE SUPPLY COMPANY	\$449.67	\$164.27	IC-ACCT#02-283342/STORAGE BOXES; FILE POCKETS; POST-IT; TAPES; TONER; SHIPPING
				\$285.40	D A -HP LASERJET 4L, 4ML TONER CART.; HPLASERJET 5P, 5MP TONER CART.; BRITE-LINER HIGHLIGHTERS; SHIPPING
62163-AP	03/24/97	WILLIAMS ELECTRONICS	\$115.66	\$115.66	CO S-UNIT#18/LABOR; 2 STROBE TRIGGER TUBES
62164-AP	03/24/97	WINN'S AUTO & TRUCK REPAIR	\$1,168.66	\$103.90	CO S-UNIT#3/CHECK & REPAIR COOLING SYS; BELT; SENSOR; OIL
				\$52.94	CO-BLDGS-REPLACE-FREEZE PLUG; ANTIFREEZE
				\$705.88	CO BLDGS-REPLACE WATER PUMP & STARTER, PUMP; STARTER, ANTIFREEZE
				\$77.10	CO S-UNIT#25/REPAIR EXHAUST LEAK, VALVE; HOSE; CLAMPS

NO. 47 PG 830

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 MAR 1997

Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/24/97 thru 03/27/97

PAGE 14

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$228.84	CD S-UNIT#8/PACK WHEEL BEARINGS, PADS, SEALS
Total for AP - ACCOUNTS PAYABLE			\$676,284.64		

VOL 47 PG 837

Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/24/97 thru 03/27/97

PAGE 15

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
397-INS	HC 03/26/97	HEALTHCARE PARTNERS HEALTH P	\$34,978.91	\$34,978.91	UP50:/CLAIMS CUT OFF 03/13/97
Total for INS - INSURANCE			\$34,978.91		
Grand Total			\$711,263.55		

Vol 47 Pg 832

Charles L. Still
COUNTY JUDGE, CHARLES L. STILL

Gaddis Lindsey
COMMISSIONER PCT#1, GADDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

Rick Jackson
COMMISSIONER PCT#3, RICK JACKSON

Charles N. Thompson
COMMISSIONER PCT#4, CHARLES N. THOMPSON

FILED
REX A. CHILKOTI
CLERK
MAR 31 1997
UPSHUR COUNTY



Texas Department of Transportation

P.O. BOX 1210 • ATLANTA, TEXAS 75551-1210 • (903) 796-2851

March 10, 1997

**1997-2000 Off-System Federal-Aid
Bridge Replacement Program**

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

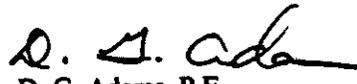
Dear Judge Still:

Enclosed for your records is a fully executed original of the Construction and Maintenance Agreement for replacement of the Ballard Branch Bridge on CR 451. Please note that in accordance with Article 4 of the agreement, we need the county's share of the preliminary engineering cost to enable us to begin work on this project.

The county's check payable to the Texas Department of Transportation in the amount of \$1,500.00 should be submitted to this office for further handling.

Please call Elvin Rousseau (903-799-1222), if you have questions.

Sincerely,


D. G. Adams, P. E.
District Engineer (Atlanta)

cc. Bryan Nash
District Design Section

ORIGINAL

FILED
TEXAS
COUNTY CLERK
97 MAR 24 PM 3:16
DALLAS, TEX.
BY _____

County Upshur
CSJ 919-02-021
Project BR 97()OX
Road/Street CR 451
NBI Structure No. AA0451001
Local Designation No. _____

CONSTRUCTION AND MAINTENANCE

AGREEMENT

FOR BRIDGE REPLACEMENT OR REHABILITATION

OFF THE STATE SYSTEM

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

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

WITNESSETH

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

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

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

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

A G R E E M E N T

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

Article 1. Contract Period

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

Article 2. Right of Entry

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

Article 3. Utility Adjustments and Right of Way

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

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

Article 4. Project Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 5. Project Administration and Accomplishment of Work

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

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

Article 6. Review of Plans by the Local Government

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

Article 7. Local Government Acknowledgment

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

Article 8. Maintenance

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

Article 9. Sole Agreement

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

Article 10. Termination

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

Article 11. Notices

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

Article 12. Ownership of Documents

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

Article 13. Successors and Assigns

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

Article 14. Legal Construction

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

Article 15. Signatory Warranty

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

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

THE LOCAL GOVERNMENT Upshur County
(Name)

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

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

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

THE STATE OF TEXAS

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

By Robert L. Wilson DATE 3/4/97
Robert L. Wilson, P.E., Director, Design Division

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

The Local Government:

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

Texas Department of Transportation District Office:

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

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

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

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

ROCKING W COMMUNICATIONS
Rt. 11 Box 11872
Gilmer, Texas 75644

Mar. 10, 1997

UPSHUR COUNTY COMMISSIONERS
Hon. Charles L. Still
Upshur County Judge

This letter will constitute our firm proposal to furnish and install a complete sound system in the County Commissioners Court room consisting of;

- 1 VT-3010 PASO Amplifier
- 1 MX-60 PASO Microphone mixer
- 2 Ceiling speaker assemblies
- 5 M-906 PASO Gooseneck Microphones
- 1 MX-131 PASO Omni directional Microphone
- 1 B-20B PASO Floor Microphone Stand

All necessary Cable, Labor and Hardware to make a complete and working system.

The total price for this system shall be \$1153.73.

This distributed system should and will cure the sound problems in the court room.

Because of the rapidly changing price of electronic equipment this quote is good for 30 thirty days only.

Thank you for the opportunity of this presentation.

ROCKING W COMMUNICATIONS

UPSHUR COUNTY

ROCKING W COMMUNICATIONS
Rt. 11 Box 11872
Gilmer, Texas 75644

Mar. 10, 1997

UPSHUR COUNTY COMMISSIONERS
Hon. Charles L. Still
Upshure County Judge

This letter will constitute our firm proposal to furnish and install a complete sound system in the COUNTY Court Room consisting of;

- 1 VT-3040 PASO Amplifier
- 1 M-906 PASO Gooseneck Microphone
- 1 B-50X PASO Desk Microphone
- 4 Ceiling speaker assemblies
- 2 M-921 Paso Microphones

All necessary Cable, Labor and Hardware to make a complete and working system.

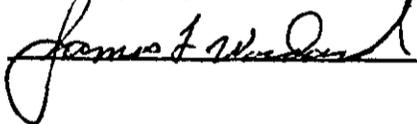
The total price for this system shall be \$1197.50

This system should and will cure any hearing problems in the court room.

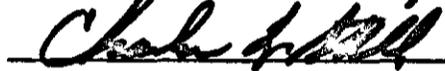
Because of the rapidly changing price of electronic equipment this quote is good for 30 thirty days only.

Thank you for the opportunity of this presentation.

ROCKING W COMMUNICATIONS



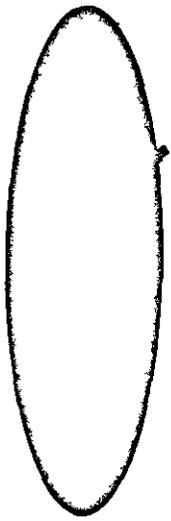
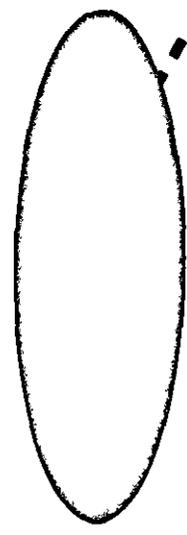
UPSHUR COUNTY



FILED
PEX A. SHAW
COUNTY CLERK
97 MAR 26 PM 3:24
DALLAS COUNTY, TX.
BY _____ DEPUTY

REGISTRATION Progress

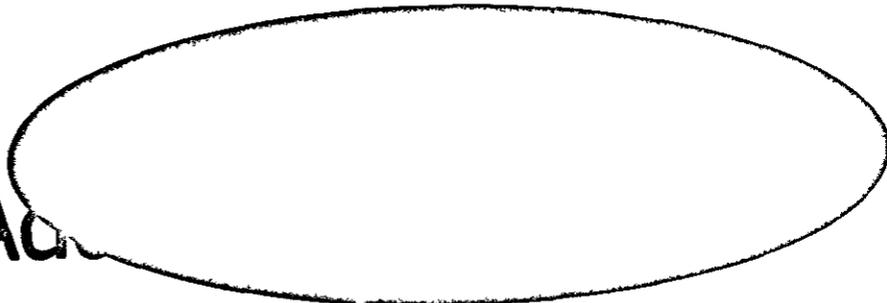
UPSHUR COUNTY
9-1-1 MAPPING



3/21/97



Use of Address



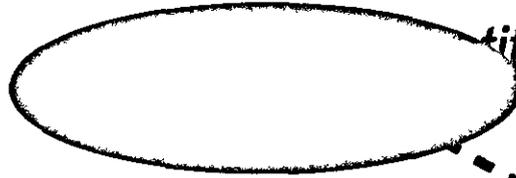
- Establish addresses in the unaddressed areas of the County as well as to correct



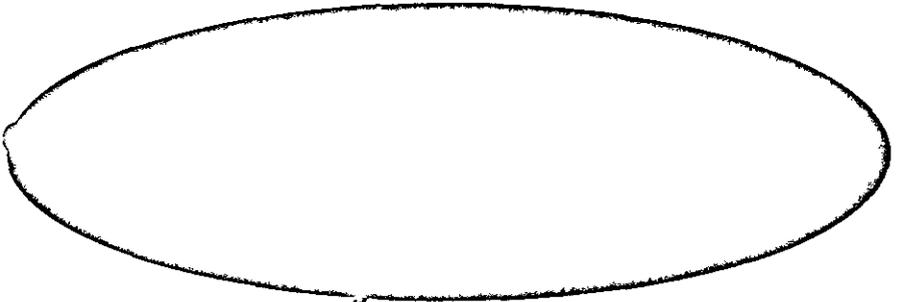
s.

- Create greater efficiency for all emergency response units.

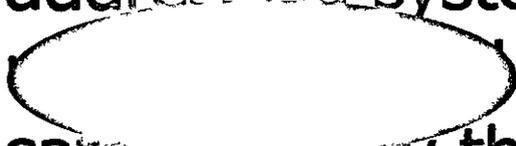
3/21/97



stitutes a Go



- The common denominator for an effective addressing system is that it can be used accurately for public safety and by the general public. If it cannot meet this test, more than likely it will create confusion and defeat the intended purpose.



3/21/97

Vol. 47 Pg. 845

General Rule of Addressing

- Addressing must be easy to recognize and locate.
- Addressing must be useable by local governments, the UPSS, and utilities.
- Addressing MUST be implemented and maintained effectively.

3/21/97



Advisory

- The 9-1-1 Advisory Committee has met two times, with all member being present  and thirteen present at the second meeting.
- The committee is currently working on a draft for Addressing Standards to be presented to Commissioner' Court for approval.

3/21/97

[Redacted] in the [Redacted]

- Community involvement and education.
- Participation from local service providers [Redacted] in the County.
- Appraisal district within the County.
- Council of Governments within the region.

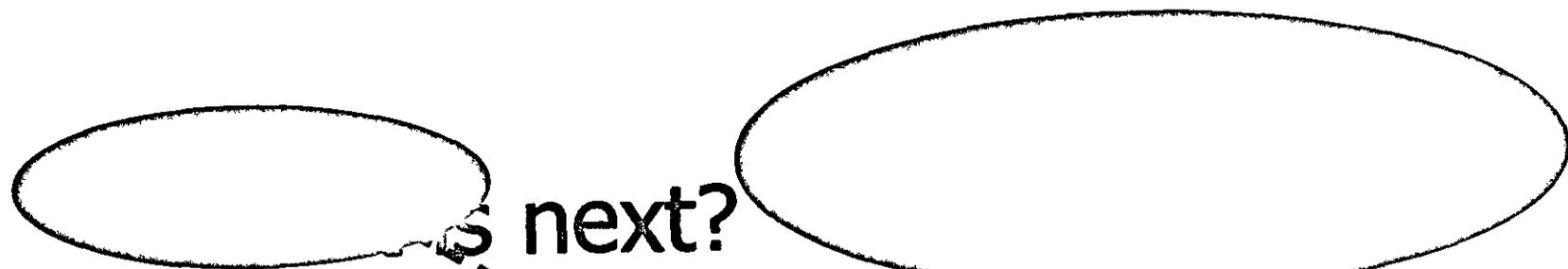
3/21/97

do we

- There is tremendous amount of information on the system.
- are named.
- School districts, voting districts, TELCO regions are all established on the map.
- Intersections are identified.
- Structures within the county are identified.

3/21/97

vol 47 pg 849



What's next?

- The county will now begin to do actual verification of the data on the system.
- [redacted] has been request from all the telephone companies, and we will update the data base.
- Actual road verification will be accomplished by driving all county roads.

3/21/97

[redacted] steps

[redacted]

- Advisory committee will meet on April 29, 1997.
- [redacted] court updated on progress of verification process.
- I again invite any and all of the court member to my office to review the system.
- I will be happy to answer any questions.

3/21/97

Vol. 41 pg 851

FILED
 REX A. SHAW
 COURT CLERK

97 MAR 24 PM 3:24

911roads Query

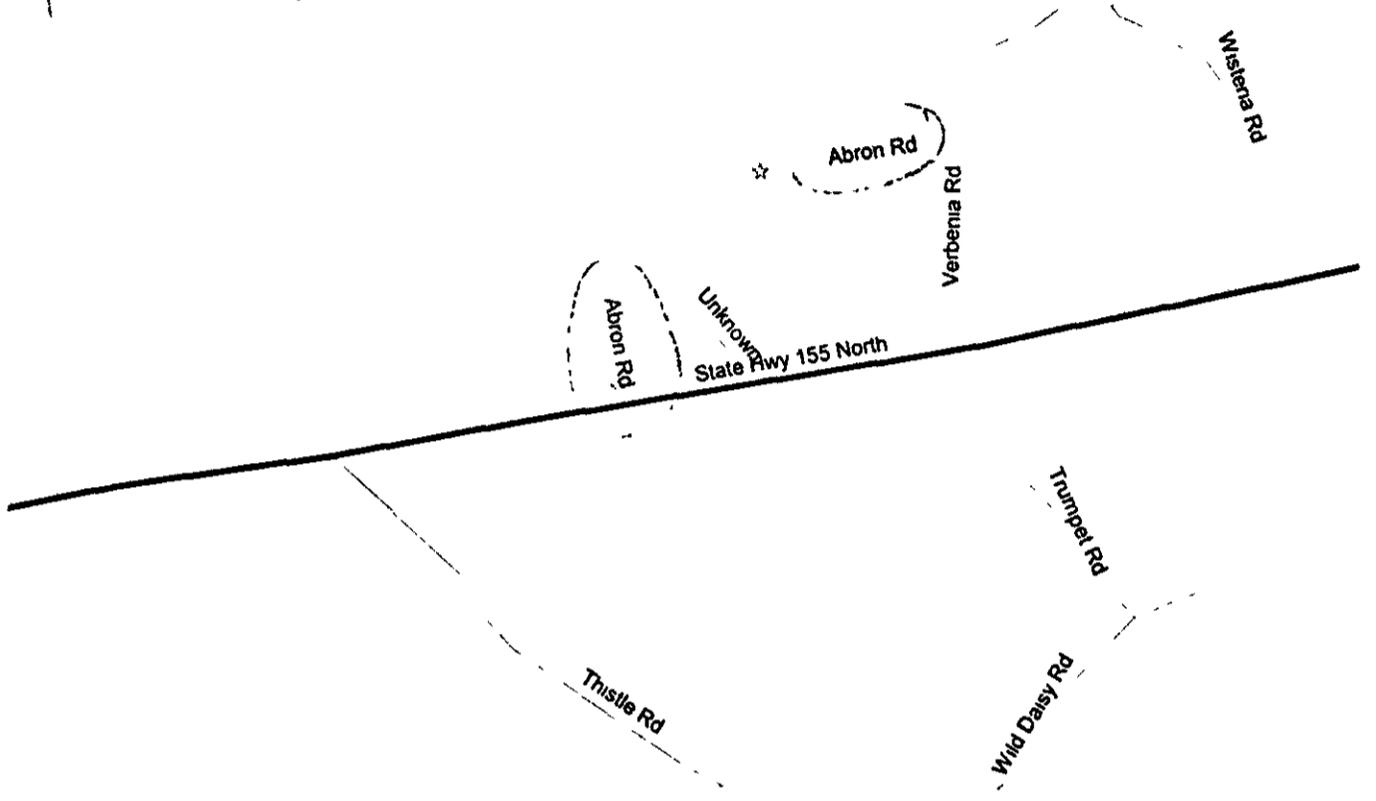
OLD_STREET	NEW_STREE	FROMLEFT	TOLEFT	FROMRIGHT	TORIGHT	E
1st Av	1st Av	0	0	0	0	0 32
1st Av	1st Av	0	0	0	0	0 32
1st St	1st St	0	0	0	0	0 35
1st St	1st St	0	0	0	0	0 35
1st St	1st St	0	0	0	0	0 35
1st St	1st St	0	0	0	0	0 32
2nd Av	2nd Av	0	0	0	0	0 32
2nd Av	2nd Av	0	0	0	0	0 32
2nd St	2nd St	0	0	0	0	0 32
3rd Av	3rd Av	0	0	0	0	0 32
4th Av	4th Av	0	0	0	0	0 32
Abney St	Abney St	0	0	0	0	0 32
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Abney St	Abney St	0	0	0	0	0 32
Abney St	Abney St	0	0	0	0	0 32
Abron Rd	CR 23306	10259	10851	10258	10850	32
Abron Rd	CR 23307	10339	10811	10338	10810	32
Adelyn Lane	CR 33602	1463	1593	1462	1592	32
Allen Rd	CR 33903	4225	4879	4224	4878	32
Allen St	Allen St	0	0	0	0	0 32
Allen St	Allen St	0	0	0	0	0 32
Allen St	Allen St	0	0	0	0	0 32
Allen St	Allen St	0	0	0	0	0 32
Allen St	Allen St	0	0	0	0	0 32
Allen St	Allen St	0	0	0	0	0 32
Alley	Annie's Alley	101	147	100	146	32

Monday, March 17, 1997

Page 1 of 111

36 - duplicate roads
 55 - not named

112



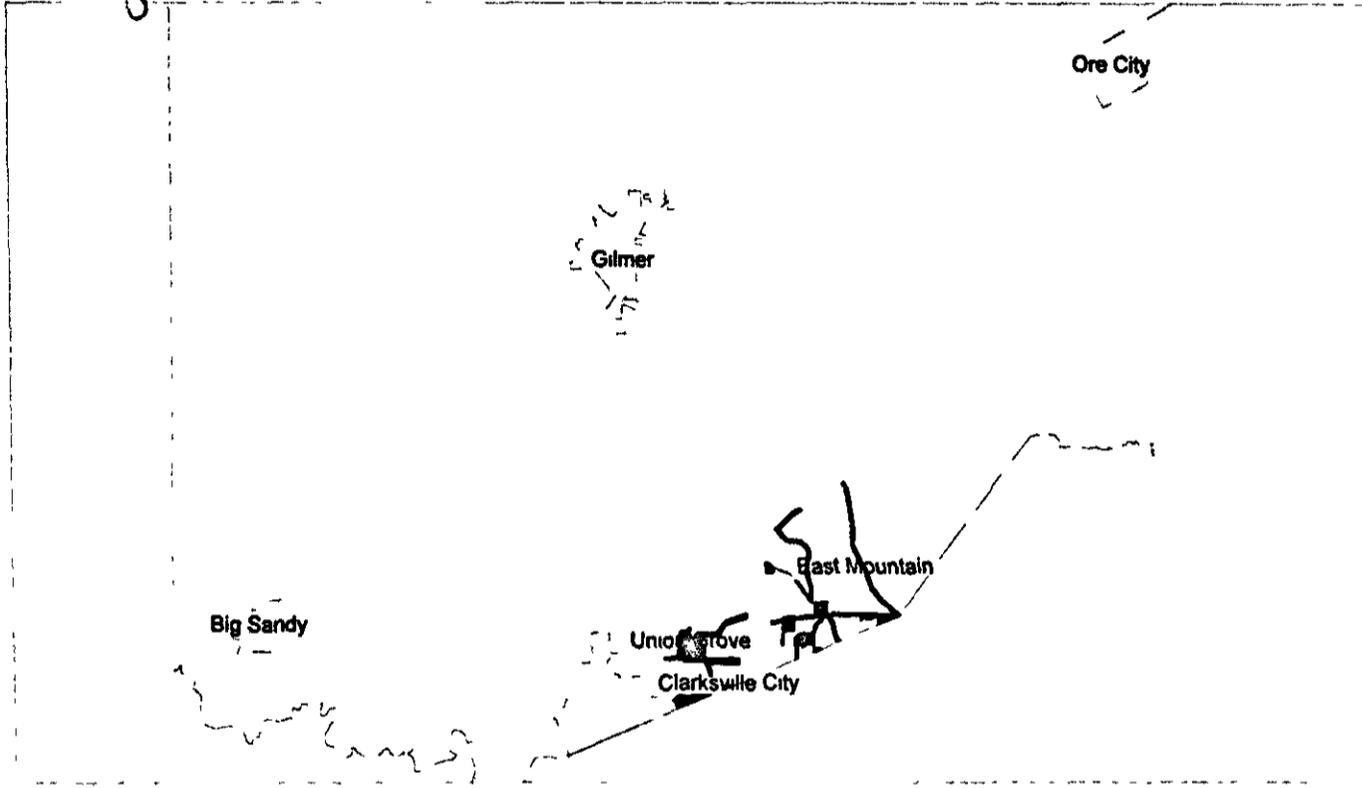
Upper County Roads



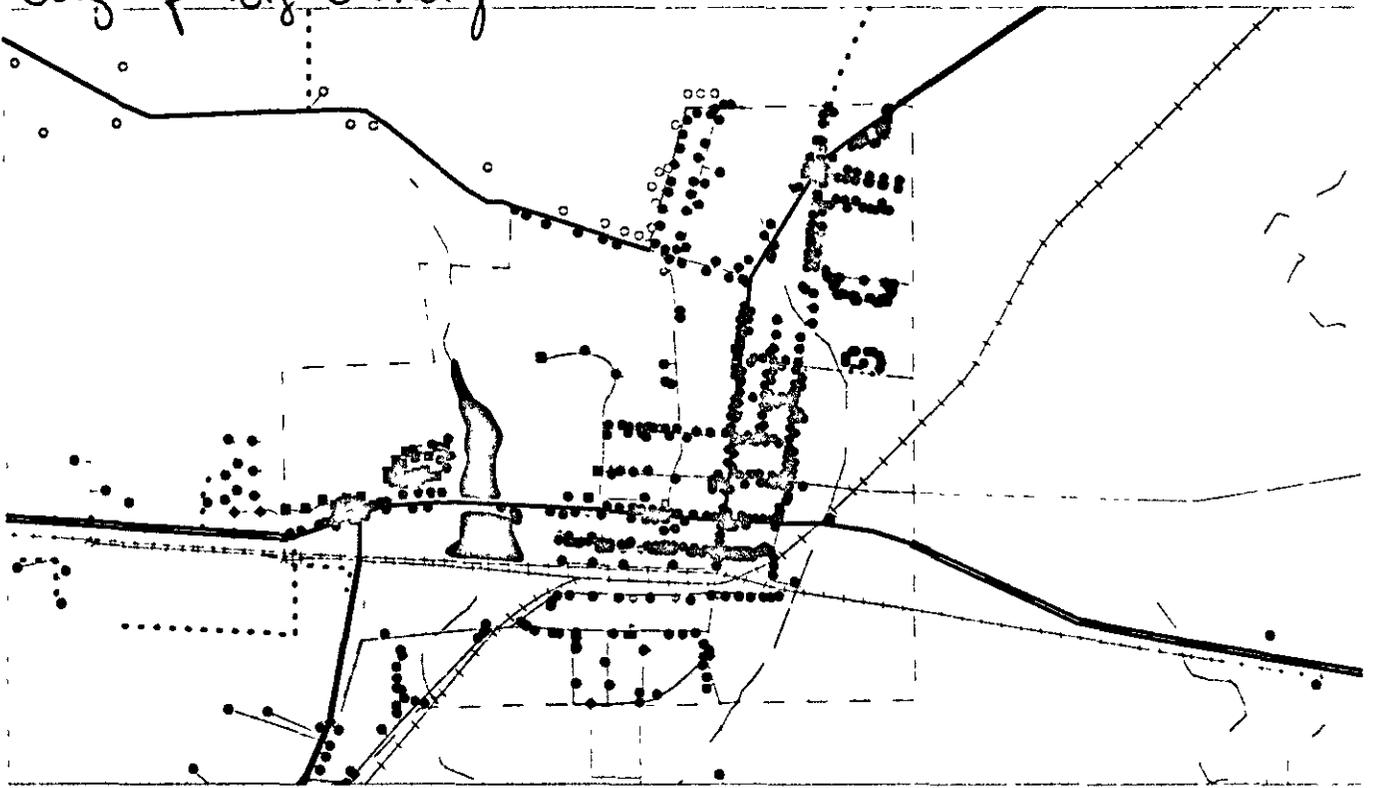
fire locations



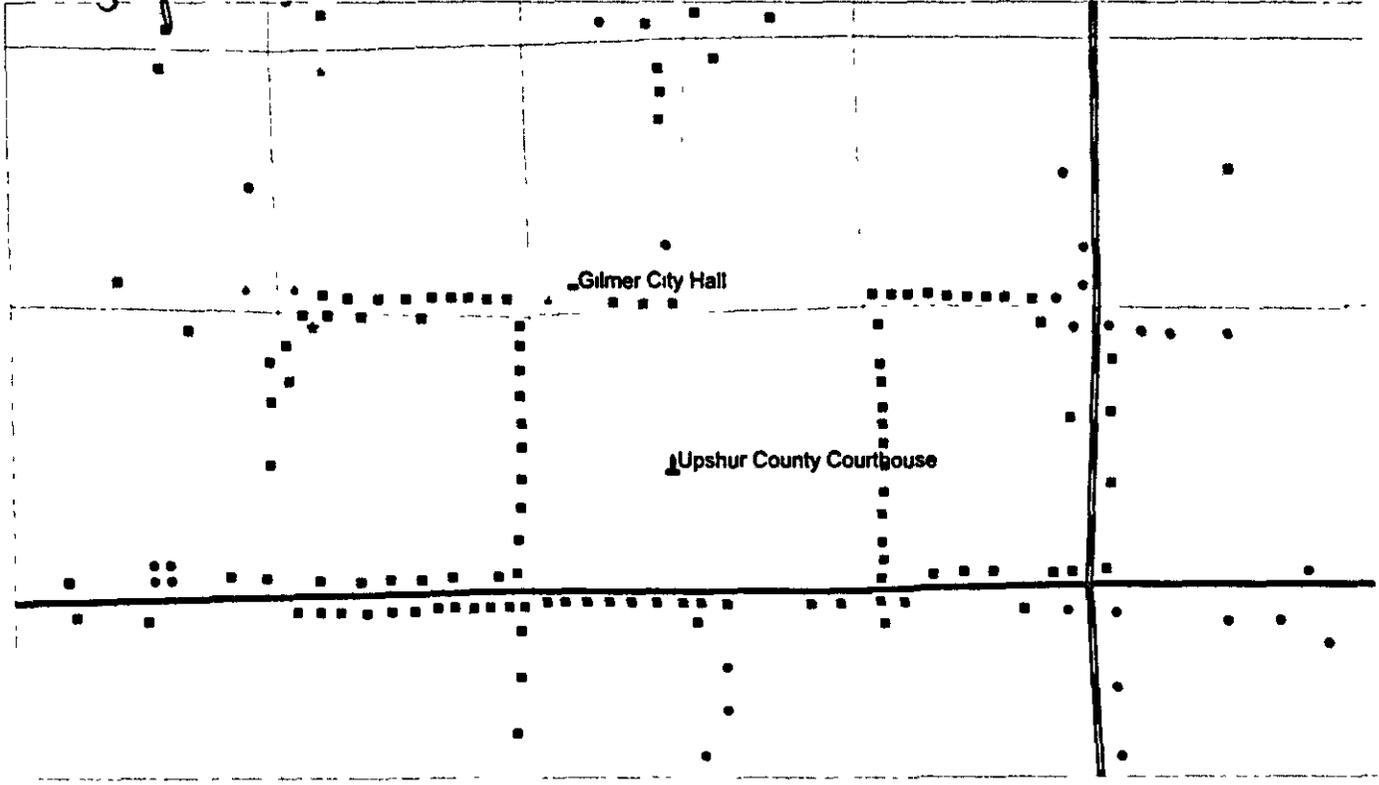
city boundaries



City of Big Sandy



city of belmer



9-1-1 Information

6879E

FILED
REX A. SHAW
COUNTY CLERK

97 MAR 24 PM 3:24

UPSHUR COUNTY, TX.

BY _____
REPLY

Address: Rt 2, Box 2033
Gilmer, Tx 75644

Phone: 797-2217 (unlistc d)

Directions to the residence:

From the stoplight at the Walmart intersection in Gilmer, proceed north on Hwy 271 for 1.5 miles.

Turn right on LANTANA Rd. (the tractor dealership is across the hwy. from the Lantana Rd. entrance). The oil road makes three sharp turns but deadends at our home--3/4ths mile off Hwy 271.

Household Security System: Sonitrol

If notified of alarm during regular working hours M-F call us at the clinic 843-5676 (Good Shepherd clinic--Gilmer 710 N. Titus St.)

If notified evenings or weekends, call us at our home 797-2217

** Sonitrol has a list of persons to notify when we cannot be reached

Ambulance service: Upshur County or Good Shepherd

Addressing Costs Estimate Worksheet

FILED
 REX A. CHAW
 COUNTY CLERK
 97 MAR 24 PM 3:24
 COUNTY, TX.
 DEPT. OF

ITEM	Unit Cost	Estimated Total Cost
Personnel		
Direct or contractual	\$ 176,704 00	\$ 176,704 00
Materials		
Maps (per county)	\$ 700 00	\$ 700 00
State highway paper/digital maps	\$ -	\$ -
USGS Quad Sheets (per sheet)	\$ -	\$ -
Aerial photography	\$ 3,200 00	\$ 3,200 00
Tx DOT, USDA	\$ -	\$ -
Private source	\$ -	\$ -
Map Reproduction	\$ 5,120 00	\$ 5,120 00
Paper, mylar, vellum	\$ 2,500 00	\$ 2,500 00
Computers		
Computers/ PC	\$ 9,600 00	\$ 9,600 00
Database Software	\$ 1,000 00	\$ 1,000 00
Mapping Software	\$ 10,695 00	\$ 10,695 00
Digitizer	\$ -	\$ -
Printer	\$ 2,823 00	\$ 2,823 00
Plotter/plotter time	\$ 23,000 00	\$ 23,000 00
Training	\$ 3,000 00	\$ 3,000 00
Road Verification		
Reimbursable Road Miles	\$ 2,231 00	\$ 2,231 00
Road Signs (unmarked intersections)		
Sign materials	\$ 30,750 00	\$ 30,750 00
Sign machine	\$ -	\$ -
Installation labor	\$ 15,000 00	\$ 15,000 00
Other Items		
Office Space	\$ -	\$ -
Gps receiver/software	\$ 40,383 00	\$ 40,383 00
Distance measuring device	\$ 1,500 00	\$ 1,500 00
Postage/notification	\$ 10,000 00	\$ 10,000 00
GROSS TOTAL COSTS	\$ 338,206 00	\$ 338,206 00
EXPENDED PRIOR TO 1997		\$ 142,213 00
GROSS TOTAL COST TO COMPLETE PROJECT		\$ 195,993 00

UPSHUR COUNTY

ADDRESSING AND MAPPING PROJECT NARRATIVE

February 27, 1997

BACKGROUND TIMELINE:

February 24, 1992 - Contract signed with East Texas Council of Government at a cost of \$12,000. In this contract ETCOG agreed to identify and number/name all county maintained roads and private roads, with a completion date of May 10, 1993

July 27, 1992 - Mr Tom Smyser from ETCOG presented 911 maps in rough draft to the Upshur County Commissioner's Court

December 1, 1992 - A new contract was signed with Design Graphics for a computerized addressing system that would provide GIS and complete address assignments. The completion date of this contract was November 30, 1994. The cost of this project was \$103,450

May 31, 1995 - Lt Robert Cromley was appointed 9-1-1 coordinator

February 19, 1996 - Recommendations from representatives of ACSEC were that random sampling of data points, structure positions and occupant information be done by Upshur County. Minutes from this meeting reflect that this verification process was underway. Also, the minutes recommend that the project be re-worked (There are no records of the random sampling or verifications)

September 3, 1996 - Lt Robert Cromley wrote Mr Steve Barbre of ACSEC and asked for assistance in identifying problems within the project

September 30, 1996 - Astin Buchanan representing ACSEC reported to the Commissioner's Court the findings of her office. There was not a written report presented it was a verbal presentation to the Court. They suggested Upshur County begin a new project (findings can be found on the tape from this court meeting)

November 11, 1996 - Upshur County Commissioner's Court committed to the completion of the 9-1-1 addressing/mapping project and the continual maintenance of the project. The court voted to advertise for the position of 9-1-1 coordinator and to take applications through November 22, 1996

November 27, 1996 - Commissioner's Court hired Dona Flippo as the county 9-1-1 Coordinator. The new position will start to work January 1, 1997

February 24, 1997 - A 9-1-1 Advisory Committee was appointed by the Upshur County Commissioner's Court. Members of this committee are representatives of local utility companies, the USPS, and telephone companies. Also, the court approved bylaws for the new committee

February 27, 1997 - The newly appointed 9-1-1 Advisory Committee held their first meeting (minutes from this meeting attached).

BACKGROUND NARRATIVE:

Upshur County has been in the process of implementing a complete 9-1-1 mapping/addressing project since 1992. As seen in the timeline above, this project has had many conflicts and interruptions, thus leaving the County without a completed project

The Commissioner's Court asked the District Attorney to write a demand letter to the previous vendor. They contend that the project was never completed and that equipment and information paid for by the county was not returned and is still in the possession of the vendor. A copy of this letter is attached for informational reasons.

The dollar figure shown to have been used by the county for the implementation of the E9-1-1 is very deceiving. Many of the tasks paid for in previous years will have to be repeated with additional expenses. These such cost include the purchase of a printer/plotter to produce maps (the county purchase one with the previous vendor but it is not in the possession of the county). Road verification will have to be repeated, and road signs that have been installed will have to be replaced, due to the numbering scheme that was used by the vendor. It is with regret that the county must repeat these tasks, but it will be necessary to provide the public with the E9-1-1 system.

Since the beginning of the project in 1992, we have had many changes on our commissioner's court and within our county political structure. Many of the original plans cannot be implemented due to these changes.

Upshur County realizes many mistakes were made during the beginning of this project, but are confident that the mistakes will not be repeated.

UPDATE:

As of January 1, 1997, the Commissioner's Court has made a commitment to the completion of this project. The new 9-1-1 coordinator is under the supervision of Commissioner's Court. With this project now being in house it will allow the Commissioners to have a better concept of what is happening. The intent of the Court is to expedite this project as quickly and effectively as possible. The Court realizes funding is limited and will try and complete this project as economically as possible.

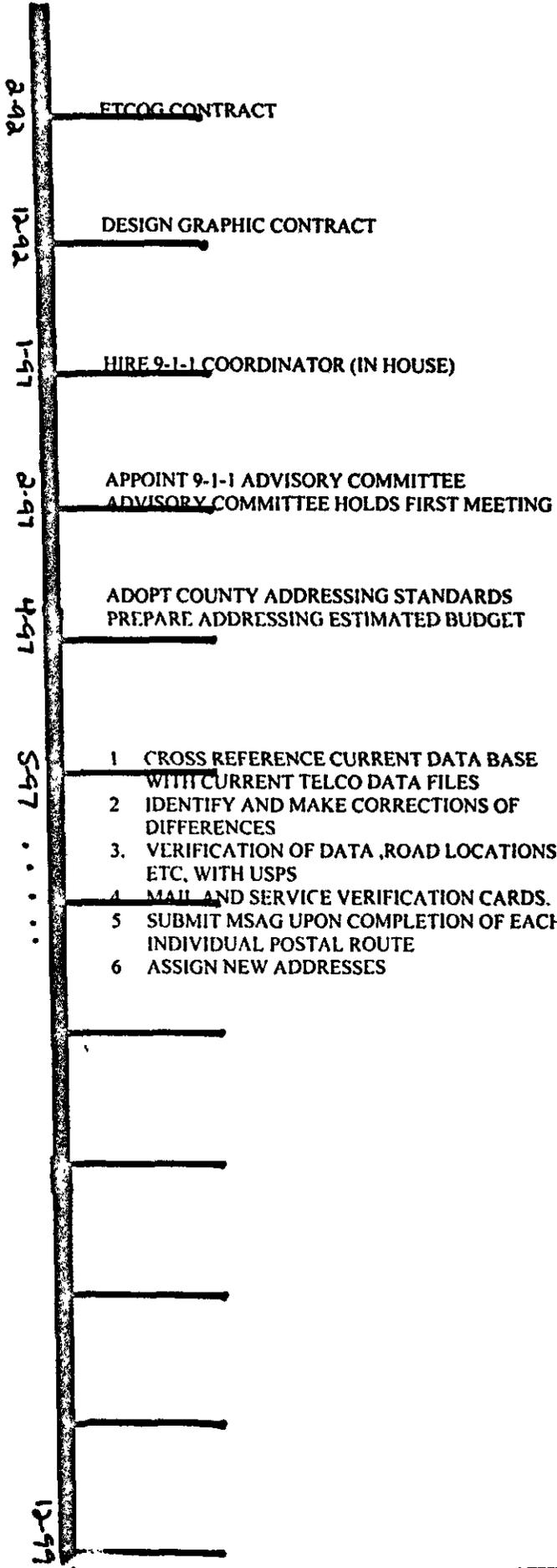
Due to the time frame in this project, Upshur County has had to upgrade their mapping software and hardware to better accommodate the project. The equipment was purchase at the beginning of the project, thus being out of date. The county has also purchased a new laser printer to be used in the 9-1-1 mapping office.

Upshur County is now comparing data files and maps to determine the extent of completion time. It is hopeful the project can be completed in three years. The county will now do actual road and data verification by samples to determine what percent of the information is correct. This will be done by comparing USPS edit sheets with information on the mapping system. The county is currently working with the appraisal district to identify new structures in the county over the past five years. Telephone company files have been requested to compare current information with that on the mapping system.

The County as been divided into four quadrants with US 271 being the North/South axis and US 154 being the East/West axis. Recommendations and requirements of the US Postal Service Addressing Standards and the addressing handbook written by Advisory Commission on State Emergency Communications will be followed in general.

The 9-1-1 Advisory Committee is in the process of writing addressing standards for Upshur County and will be making recommendations to commissioner's court

UPSHUR COUNTY 9-1-1 ESTIMATED PROJECT TIMELINE



WE, THE PROPERTY OWNERS ALONG THE LAST UNPAVED SECTION OF SNYDER ADDITION ROAD, ARE REQUESTING UPSHUR COUNTY REPAIR, OIL-TOP AND TAKE OVER MAINTENANCE OF THIS ROADWAY ACCESSING OUR PROPERTIES. THIS SECTION OF ROAD IS .3 OF A MILE LONG AND IS THE ONLY ENTRANCE AND EXIT TO OUR PROPERTIES. IT IS CURRENTLY IN A SEVERE STATE OF ERROSION AND BECOMING MORE DIFFICULT TO USE WITH EACH RAINSTORM. IT IS NOT POSSIBLE FOR US TO FINANCE THE NEEDED WORK AND AS RESIDENTS AND TAXPAYERS OF THE COUNTY WE REQUEST YOUR HELP.

NAME: JAMES D. BROWN
ADDRESS: RT5 BOX 20A-3
GILMER TEXAS 75644
PHONE: (903) 797-6619
SIGNATURE: James D. Brown

NAME: Scott + Kara Albright
ADDRESS: RR5 Box 20 A-4
Gilmer TX 75644
PHONE: 903-797-6683
SIGNATURE: Kara Albright

NAME: HC Murray
ADDRESS: RT5 20A2
Gilmer Texas 75644
PHONE: 797 6302
SIGNATURE: HC Murray

NAME: Danny Tomaster
ADDRESS: RR 2 Box 2630
Gilmer, Texas
PHONE: 762-2231
SIGNATURE: Danny Tomaster

NAME: PAUL & LAURIE SMOLEY
ADDRESS: P.O. 1411 GILMER, TX.
75644 HWY 154 E SNYDER RD.
PHONE: 903-797-2058
SIGNATURE: Laurie Smoley

NAME: _____
ADDRESS: _____
PHONE: _____
SIGNATURE: _____

FIELD
REX & SHERMAN
COPIES
97 MAR 24 PM 3:24
USPS MAIL PERMIT
GILMER TX

UPSHUR COUNTY CHILD PROTECTION BOARD
P.O.Box 1155 Gilmer, Texas 75644

To: Commissioners Court
Subject: Board Members

We have two Board members whose terms will expire this month: Barbara Fluellen of Gilmer and Wanda Marlowe of Gladewater. We are asking that both of their terms be extended. Also, we have three members who have just recently resigned from the Board due to lack of time on their part. We have no names to submit to you now, but we are looking in earnest for their new replacements. We will contact you as soon as we have names for you to consider.

Thank you again for your continued support.

Sincerely,

Joyce Powell
Joyce Powell
Chairperson

97 MAR 24 PM 3:26
RECEIVED
MAR 24 1997
UPSHUR COUNTY CHILD PROTECTION BOARD
GILMER, TEXAS



MICKEY D. SMITH

Gregg County Judge
101 E. Methvin, Suite 300, Longview, Texas 75601
Phone (903) 236-8420 Fax (903) 237-2699



Ann Wilson, CPA
Executive Administrator

Darlynn Jones
Administrative Assistant

Delfina Whitwell
Court Coordinator

March 13, 1997

The Honorable Charles L. Still
County Judge, Upshur County
P. O. Box 885
Big Sandy, Texas 75755

Charles
Dear Judge Still

I am writing to respectfully request your assistance for Gregg County with your approval in establishing a general purpose foreign trade zone at the Gregg County Airport. Future economic growth in the East Texas region will be closely tied to increasing international industry and trade. A foreign trade zone will certainly play an important role in this endeavor.

Gregg County is committed to the East Texas foreign trade zone project and we are soliciting your expeditious review and approval of the application. For your convenience, I am enclosing a sample suggestion letter I would appreciate your writing to Mr. John J. Da Ponte, Jr., Executive Secretary of the Foreign Trade Zones Board. So that a copy of the application can be sent with your letter, please mail same to Ms. Melissa Cunningham, Marketing Director, Gregg County Airport, P. O. Box 2647, Longview, Texas 75606.

Thank you, in advance, for your assistance in this matter.

Yours very truly,

[Signature]
Mickey D. Smith
Gregg County Judge

MDS/d
Enclosure

REX
CND
97 MAR 24 PM 3:26
BY _____
FRUIT

P.S. Keep them straight in Upshur!

FEB-18-97 06:53 PM GREGG CO. AIRPORT
02/18/97 18:33 7903 753 3646
02/18/97 14:11 02140814890

9036437571

P. 00

LONGVIEW E.D. CO
SEP DALLAS

008
008/012

VOL 47 PG 868

[NEIGHBORING COUNTY SUPPORT LETTER]

[Date]

John J. Da Ponte, Jr.
Executive Secretary
Foreign Trade Zones Board
U.S. Department of Commerce
14th Street & Pennsylvania Avenue, N.W.
Room 4213
Washington, D.C. 20230

Re: Application for a General Purpose Foreign Trade Zone
Gregg County, Texas
Shreveport Port of Entry
Gregg County, Proposed Grantee

Dear Mr. Da Ponte:

On behalf of the County Commissioners of [Name of County] County, I am writing to express the Commissioners' complete support of the application of Gregg County to establish a general purpose foreign trade zone at the Gregg County Airport near Longview, Texas.

Future economic growth in the East Texas region will be closely tied to increasing international industry and trade. We recognize the important role that a foreign trade zone can play in this endeavor.

We are committed to the East Texas foreign trade zone project and will work with representatives of Gregg County and the City of Longview in every way possible to see that the proposed zone becomes a reality. We urge your expeditious review and approval of the application.

Yours respectfully,

March 19, 1997

John J. Da Ponte, Jr.
Executive Secretary
Foreign Trade Zones Board
U. S. Department of Commerce
14th Street & Pennsylvania Ave., N. W.
Rm. 4213
Washington, D. C. 20230

Re: Application for a General Purpose Foreign Trade Zone
Gregg County, Texas
Shreveport Port of Entry
Gregg County, Proposed Grantee

Dear Mr. Da Ponte:

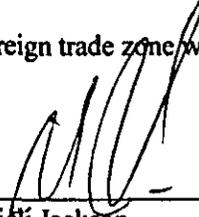
It is the understanding of the Upshur County Commissioners Court that Gregg County has made application to establish a general purpose foreign trade zone at the Gregg County Airport.

With the realization that future economic growth in Gregg County, as well as in all surrounding or adjacent counties, will be tied closely to international and foreign trade, the Commissioners Court of Upshur County expresses their complete support of this application.

This Court is fully aware of how important a foreign trade zone will be to our entire region.



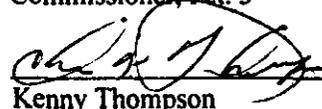
Charles L. Still
County Judge



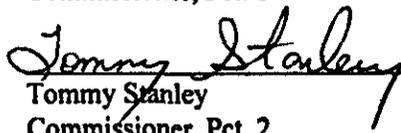
Rick Jackson
Commissioner, Pct. 3



Gaddis Lindsey
Commissioner, Pct. 1



Kenny Thompson
Commissioner, Pct. 4



Tommy Stanley
Commissioner, Pct. 2


ATTEST: Rex A. Shaw
County Clerk



FILED
RECEIVED
MAR 24 PM 3:26
ESSEX, TEXAS

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned PATERSON LOGGING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

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

SILVER MAPLE

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

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

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

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

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

Bill E. Patterson
First Party Signature

Jack E. Mills
County Judge

RT. 7 BOX 24
Street or Box

Madison Lindsey
Commissioner 1

GILMER, TEXAS 75644
City, State and Zip Code

Tommy Stanley
Commissioner 2

797-6474
Telephone

[Signature]
Commissioner 3

BOLEN
Timber Tract

[Signature]
Commissioner 4

3-12-97
Date signed

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
TEXAS COUNTY
CLERK
97 MAR 24 PM 3:29
MILLS

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned WILLIAM 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) _____

VERBENA AND TRUMPET

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

RT. 1 BOX 101
Street or Box

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

968-6484
Telephone

Timber Tract

3-17-97
Date Signed

Permit issued for a period not to exceed 90 days.

Ch
County Judge

Mudds Lindsey
Commissioner 1

Jonny Starkey
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date signed

FILED
REX A. SHAW
COUNTY CLERK
97 MAR 24 PM 3:29
UPSHUR COUNTY, TX

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned E & S TIMBER CO., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

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

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

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

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

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

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

James B. Bellum
First Party Signature
RT. 1 BOX 173-C
Street or Box
HARLETON, TX. 75651
City, State and Zip Code
777-2456
Telephone
INGRAM
Timber Tract
3-19-97
Date Signed

Ch
County Judge
Godde Lindsey
Commissioner 1
Tommy Staley
Commissioner 2
W. H. ...
Commissioner 3
Chas. W. ...
Commissioner 4
Date Signed

FILED
RECORDS SECTION
MAY 24 1997
97 MAY 24 PM 3:29

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 EVERGREEN TIMBER CORP., 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) _____

GARDENIA

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
P.O. BOX 4664
Street or Box
SHREVEPORT, LA. 71134
City, State and Zip Code
318-798-1700
Telephone

TUCKER
Timber Tract

3-17-97
Date Signed

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

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
97 MAR 24 PM 3:29

VOL 47 PG 874

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY JIM EITEL
RT. 8 BOX 191, GILMER, TEXAS 75644

ASPEN TRAIL ROAD.

734-7447 PLEASE CALL BEFORE YOU GO.

GENTLEMEN:

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

RESPECTFULLY YOURS,

X James L. Eitel

PRECINCT #3

DATE _____

APPROVED _____ REJECTED _____

CL
CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

[Signature]
COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

FILED
REX A. SHAW
COUNTY CLERK
91 MAR 24 PM 3:29
UPSIL. C. L. TEX.
OFFICE

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

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

MARTIN LN.

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

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

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

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

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

[Signature]
First Party Signature

RT. 1 BOX 370
Street or Box

AVINGER, TEXAS 75630
City, State and Zip Code

903-755-2718
Telephone

TUCKER
Timber Tract

3-20-97
Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 MAR 24 PM 3:29

Permit issued for a period not to exceed 90 days.

UPSHUR COUNTY

JURY SELECTION SYSTEM

21 MAR 1997

03-10-97-DC LIST

THE SOFTWARE GROUP, INC

Check Register for 03/21/97

PAGE 1

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
61889-AP-VOID	Ms			03/21/1997	\$0 00	Voided	115
61890-AP-VOID	Ms			03/21/1997	\$0 00	Voided	115
61891-AP	Ms. LAURA ANN BYERS	LAURA ANN BYERS	165345	03/21/1997	\$10.00		115
61892-AP	Ms RHONDA MAE WILSON	RHONDA MAE WILSON	151752	03/21/1997	\$20 00		115
61893-AP	Ms. GLENDA LORAIN KINARD	GLENDA LORAIN KINARD	157942	03/21/1997	\$40 00		115
61894-AP	Mr. GARY DON PHILLIPS	GARY DON PHILLIPS	164794	03/21/1997	\$10.00		115
61895-AP	Ms LYNETTE LEWIS WINGO	LYNETTE LEWIS WINGO	159501	03/21/1997	\$10 00		115
61896-AP	Ms MARTHA BLEAR STANLEY	MARTHA BLEAR STANLEY	163702	03/21/1997	\$20 00		115
61897-AP	Ms. JANA METZEL	JANA METZEL	165565	03/21/1997	\$10.00		115
61898-AP	Mr LARRY EUGENE LAMBERT	LARRY EUGENE LAMBERT	156122	03/21/1997	\$10 00		115
61899-AP	Ms LORETTA PERRYMAN	LORETTA PERRYMAN	8154	03/21/1997	\$10 00		115
61900-AP	Ms. MARY FRANCIS SMITH	MARY FRANCIS SMITH	1766	03/21/1997	\$10.00		115
61901-AP	Mr. THEARDIS GARDNER	THEARDIS GARDNER	151999	03/21/1997	\$10 00		115
61902-AP	Ms GLORIA ANNE HEATH	GLORIA ANNE HEATH	173130	03/21/1997	\$20 00		115
61903-AP	Mr. TYRONE FORT	TYRONE FORT	174700	03/21/1997	\$10.00		115
61904-AP	Ms. BRENDA SUE GRISWOLD	BRENDA SUE GRISWOLD	159875	03/21/1997	\$10 00		115
61905-AP	Ms MELISSA JO JOHNSON	MELISSA JO JOHNSON	169248	03/21/1997	\$10.00		115
61906-AP	Mr. DUAIN A BARTON	DUAIN A BARTON	9160	03/21/1997	\$40.00		115
61907-AP	Mr. WALTER LOYD PREUNINGER	WALTER LOYD PREUNINGER	150002	03/21/1997	\$40 00		115
61908-AP	Ms FRANCES BROWN	FRANCES BROWN	146779	03/21/1997	\$20.00		115
61909-AP	Mr. NATHANIEL JOSEPH BERNARD	NATHANIEL JOSEPH BERNARD	154875	03/21/1997	\$40.00		115
61910-AP	Mr. JACK LEO MCCLOSKEY	JACK LEO MCCLOSKEY	150177	03/21/1997	\$10 00		115
61911-AP	Mr. MARCUS DUANE THOMPSON	MARCUS DUANE THOMPSON	150013	03/21/1997	\$10 00		115
61912-AP	Mr. SCOTT S HALL	SCOTT S HALL	9602	03/21/1997	\$10.00		115
61913-AP	Ms V GAIL HAMBERLIN	V GAIL HAMBERLIN	3638	03/21/1997	\$10 00		115
61914-AP	Mr MARVIN LEON WATSON	MARVIN LEON WATSON	167148	03/21/1997	\$10 00		115

NO 47 PG 817

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Count
61915-AP	Mr. DARRELL G MR MCKNIGHT	DARRELL G MR MCKNIGHT	2086	03/21/1997	\$10.00		115
61916-AP	Mr TONY ELLIS ALLEN	TONY ELLIS ALLEN	173446	03/21/1997	\$10.00		115
61917-AP	Ms KIMBERLY YOLONDA BORNES	KIMBERLY YOLONDA BORNES	175733	03/21/1997	\$10.00		115
61918-AP	Mr. WILLIAM DREW HARGETT	WILLIAM DREW HARGETT	154481	03/21/1997	\$10.00		115
61919-AP	Ms JOYCE LORENE DANIELS	JOYCE LORENE DANIELS	175833	03/21/1997	\$20.00		115
61920-AP	Ms NORMA GREEN	NORMA GREEN	141277	03/21/1997	\$10.00		115
61921-AP	Mr. ROBERT LEWIS COOK	ROBERT LEWIS COOK	146804	03/21/1997	\$20.00		115
61922-AP	Ms NORMA JOHNSON BURNETT	NORMA JOHNSON BURNETT	167426	03/21/1997	\$10.00		115
61923-AP	Ms BARBARA BURNETT COX	BARBARA BURNETT COX	166078	03/21/1997	\$40.00		115
61924-AP	Mr. MICHAEL DON LAROSE	MICHAEL DON LAROSE	145911	03/21/1997	\$40.00		115
61925-AP	Mr. DAVID LEE LEWTON	UPSHUR CO JUVENILE PROBATION	143662	03/21/1997	\$10.00		115
61926-AP	Ms ZELLA JOHNSON	ZELLA JOHNSON	11628	03/21/1997	\$10.00		115
61927-AP	Ms TAEKO HOUCK	TAEKO HOUCK	8725	03/21/1997	\$10.00		115
61928-AP	Mr. JAMES ALTON HAGLER	JAMES ALTON HAGLER	154904	03/21/1997	\$10.00		115
61929-AP	Ms NICHELE LEE TOWERY	NICHELE LEE TOWERY	168289	03/21/1997	\$10.00		115
61930-AP	Mr. ARLON DALE THOMPSON	ARLON DALE THOMPSON	168539	03/21/1997	\$10.00		115
61931-AP	Ms CAROLYN COLE	CAROLYN COLE	5688	03/21/1997	\$40.00		115
61932-AP	Ms MATTIE BELLE JONES	MATTIE BELLE JONES	159491	03/21/1997	\$10.00		115
61933-AP	Mr. JAMES DOUGLAS DANIELS	JAMES DOUGLAS DANIELS	162966	03/21/1997	\$10.00		115
61934-AP	Ms PAMELA CARLOCK STARUSKA	PAMELA CARLOCK STARUSKA	166211	03/21/1997	\$10.00		115
61935-AP	Mr EDWIN WHITTLE JR	UPSHUR CO JUVENILE PROBATION	172870	03/21/1997	\$20.00		115
61936-AP	Mr JAMES M HALL	JAMES M HALL	1141	03/21/1997	\$40.00		115
61937-AP	Ms PATSY JEAN POPE	PATSY JEAN POPE	141052	03/21/1997	\$10.00		115
61938-AP	Ms REMONA VERNER TATE	REMONA VERNER TATE	167423	03/21/1997	\$10.00		115

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UPSHUR COUNTY

JURY SELECTION SYSTEM

21 MAR 1997

THE SOFTWARE GROUP, INC.

03-10-97-DC LIST
Check Register for 03/21/97

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Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
61939-AP	Ms LINDA HARRIS MABERRY	UPSHUR CO JUVENILE PROBATION	148511	03/21/1997	\$20 00		115
61940-AP	Mr WILLIAM PATTERSON	WILLIAM PATTERSON	4223	03/21/1997	\$10 00		115
61941-AP	Ms EMILY JOSEPHINE ROBERTS	EMILY JOSEPHINE ROBERTS	154037	03/21/1997	\$10 00		115
61942-AP	Ms VALLA DELL HURLEY	VALLA DELL HURLEY	174852	03/21/1997	\$10 00		115
61943-AP	Mr TIM LEE CARROLL	TIM LEE CARROLL	163570	03/21/1997	\$10 00		115
61944-AP	Ms MARVIN M GODWIN	MARVIN M GODWIN	140900	03/21/1997	\$10 00		115
61945-AP	Ms SONDRA PHILLIPS HENSON	SONDRA PHILLIPS HENSON	174096	03/21/1997	\$20 00		115
61946-AP	Mr JIM RAY BASS	JIM RAY BASS	157939	03/21/1997	\$40 00		115
61947-AP	Mr TRACY LYNN HARRIS	TRACY LYNN HARRIS	150216	03/21/1997	\$40 00		115
61948-AP	Ms ANN LOUISE SHARP	ANN LOUISE SHARP	161314	03/21/1997	\$10 00		115
61949-AP	Mr JAMES NEIL SNOW	UPSHUR CO JUVENILE PROBATION	7524	03/21/1997	\$10 00		115
61950-AP	Mr. REX NOLAN	REX NOLAN	7463	03/21/1997	\$20 00		115
61951-AP	Ms JUDY DEAN STEGER	JUDY DEAN STEGER	155617	03/21/1997	\$10 00		115
61952-AP	Mr. DAVID CHARLES ROYER	DAVID CHARLES ROYER	143850	03/21/1997	\$10 00		115
61953-AP	Mr RAYMOND ROY ROEDER	RAYMOND ROY ROEDER	153713	03/21/1997	\$10 00		115
61954-AP	Ms ELIZABETH A LANE	ELIZABETH A LANE	157941	03/21/1997	\$10 00		115
61955-AP	Mr. MICHAEL LOUIS KUBECKER	MICHAEL LOUIS KUBECKER	145887	03/21/1997	\$40 00		115
61956-AP	Ms MAMIE COBB	MAMIE COBB	140092	03/21/1997	\$40 00		115
61957-AP	Ms. MYRTIS SANFORD	MYRTIS SANFORD	517	03/21/1997	\$10 00		115
61958-AP	Ms. ROILYNN SUE WRIGHT	ROILYNN SUE WRIGHT	150552	03/21/1997	\$10 00		115
61959-AP	Ms GERALDINE BELL	GERALDINE BELL	152654	03/21/1997	\$10 00		115
61960-AP	Mr JEREMY SHANE OWENS	JEREMY SHANE OWENS	174260	03/21/1997	\$10 00		115
61961-AP	Mr. JOHN STIVERS JOHNSON	JOHN STIVERS JOHNSON	163596	03/21/1997	\$10 00		115
61962-AP	Mr BART S COVIN	BART S COVIN	169312	03/21/1997	\$20 00		115
61963-AP	Mr. WAYNE EDWARD HARPER	WAYNE EDWARD HARPER	166187	03/21/1997	\$20 00		115

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Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
61964-AP	Mr. RONALD R HALL	RONALD R HALL	159847	03/21/1997	\$10.00		115
61965-AP	Ms BETTY JO LUEDECKE	BETTY JO LUEDECKE	176086	03/21/1997	\$10.00		115
61966-AP	Ms DEBRA OWENS	DEBRA OWENS	151311	03/21/1997	\$10.00		115
61967-AP	Mr. PAUL KING	PAUL KING	8022	03/21/1997	\$10.00		115
61968-AP	Mr. BENJAMIN CHRISTIAN VAUGHN	BENJAMIN CHRISTIAN VAUGHN	162356	03/21/1997	\$10.00		115
Check Amounts					\$1,260.00		

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