

**NOTICE OF MEETING  
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
MONDAY, APRIL 14, 1997, 9:00 AM, REGULAR SESSION  
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR**

**AGENDA**

- 1. Approve minutes of previous meetings.**
- 2. Consider any budget amendments and take appropriate action.**
- 3. Consider approval of accounts payable and take appropriate action.**
- 4. Consider any payroll changes and take appropriate action.**
- 5. Treasurer's monthly and quarterly report.**
- 6. Financial statement.**
- 7. Consider bids on property struck off for taxes.**
- 8. Discuss and take action if necessary jail conditions, overcrowding, policies, etc.**
- 9. Hear County Sheriff and take any necessary action on jail overcrowding and jail personnel.**
- 10. Hear County Sheriff concerning who owns county roads.**
- 11. Approve acquisition and installation of fiber optic cable for computers.**
- 12. Consider advertising for bids for County bank depository.**
- 13. Discuss indigent burial policy and take action if necessary.**
- 14. Consider purchasing a used pick up for County Building Maintenance from State purchasing.**
- 15. Consider approval of a microfilm reader printer for the District Clerk's Office.**
- 16. Open bids for sale of equipment and scrap as advertised by Pct. 3.**
- 17. Open bids for construction of a barn for Pct. 4.**
- 18. Consider setting speed limit on Daylily Road at 30 MPH.**

19. Consider approving the purchase of a motor grader for Pct. 2 from Houston-Galveston Area Council of Governments through state bidding process and allow the trade-in of a 1992 motor grader.
20. Consider adopting resolutions authorizing submission of Community Development Program applications.
21. Approve County Pride agreement with TxDOT.
22. Consider request from J. G. London to resume maintenance of Waxwing Road for 150 yards.
23. Consider adopting rules of procedure, conduct and decorum at meetings of Upshur County Commissioners Court.
24. Discuss facility needs analysis from Texas Commission on Jail Standards.
25. Discuss and take action on whether Commissioners Court should schedule night sessions in future.
26. Schedule a work session on County proposals and projects.
27. Consider revised contract with Bullfinch Custodial Service for the Tax Assessor Building.
28. Commissioners Court to give District Attorney instructions on pursuing action against Randall Pritchett of Design Graphics.
29. Discuss a letter from Texas Commission on Fire Protection concerning elevator fire alarm system.
30. Consider adopting a resolution naming April as Fair Housing Month.
31. Authorize P. M. Brown to act as Upshur County Fee Appraiser for the FM 1845 ROW project and designate a County signatory.
32. Consider adopting a resolution for a Joint Emergency Plan with the City of Gilmer.
33. Consider approval of applications for use of Upshur County roads and right of way.

*Charles L. Still*

Charles L. Still  
County Judge

RECEIVED  
COUNTY CLERK  
97 APR 10 PM 1:08  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
EFP/RY

**UPSHUR COUNTY COMMISSIONER'S COURT**

**4-14-1997**

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

1. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve minutes of previous meetings held 3-31-1997, 4-7-1997 and 4-11-1997. Motion carried.

2. Motion by Gaddis Lindsey seconded by Kenney Thompson to approve budget amendments as presented by County Auditor. Motion carried. Copies attached.

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

4. Motion by Tommy Stanley seconded by Rick Jackson to approve the following payroll changes:

- Laura Hollingsworth-due to transfer
- Peggy Giles-due to longevity increase
- Anthony Betterton-due to longevity increase
- Shelia Harp-due to longevity increase
- Gary Roberts-due to longevity increase
- Billie Darlene Barber-due to longevity increase
- Charles Pilkington-due to longevity increase
- Joel Bullock-due to longevity increase
- James Stoker-due to longevity increase
- Ray Helpenstill-due to longevity increase

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

5. Motion by Tommy Stanley seconded by Rick Jackson to approve the Treasurer's Monthly and Quarterly Reports. Motion carried. Copies attached.

6. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the Financial Statements for the six months ended March 31, 1997 as presented by County Auditor. Motion carried. Copy on file in the County Clerk's office.

32. Motion by Gaddis Lindsey seconded by Kenney Thompson to approve adopting a Resolution for a Joint Emergency Plan with the City of Gilmer. Motion carried. Copy of Resolution attached.

13. No action taken on agenda item concerning indigent burial policy. Judge Still stated this

issue will be put on the agenda for April 28, 1997.

7. Motion by Gaddis Lindsey seconded by Rick Jackson to approve tabling agenda item on acceptance of bid for property struck off for taxes. This issue will be put on agenda for April 28, 1997. Motion carried.

✓ 8. & 9. Sheriff Buck Cross met with Court to discuss jail overcrowding and jail personnel. No formal action taken.

Court recessed at approximately 10:00.

Court reconvened into regular session at 11:00

20. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve adopting Resolutions pertaining to the Diana Water Supply Corporation. Motion carried. Copies attached.

30. Motion by Tommy Stanley seconded by Rick Jackson to approve Resolution designating April as "Fair Housing Month." Motion carried. Copy attached.

10. No action taken on agenda item concerning request by Sheriff Buck Cross for Commissioner's Court determination on who owns county roads.

✓ 11. Motion by Gaddis Lindsey seconded by Rick Jackson to approve accepting proposal submitted by Gilmer Cable Television for acquisition and installation of fiber optic cable for computers for the County. Motion carried. Copy attached.

12. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve advertising for bids for County bank depository. Bids to be opened 5-12-1997. Motion carried.

14. Motion by Gaddis Lindsey seconded by Kenney Thompson to approve purchasing a used pick up for County Maintenance from State purchasing. Motion carried.

15. Motion by Kenney Thompson seconded by Tommy Stanley to approve purchase of a microfilm reader printer for the District Clerk's office. Motion carried.

16. The following bids were submitted for equipment and scrap from Precinct 3:

<u>Name of Person or Company</u>	<u>Item bid on</u>	<u>Amount of bid</u>
John Kinsiz	Dump Truck	\$755.00
Jerl Dunn	Dump Truck	\$1,275.00
Roadrunner Equipment Co.	75 Dump Truck	\$1,036.00
" " " "	Kampac 9-wheel	\$407.00
" " " "	Kampac rock crusher	\$407.00
Ronnie Mitchell	Grade-all	\$1001.00
Charles M. Price	325 gal. Fuel Tank	\$110.00

Charles M. Price	525 gal. Fuel Tank	\$115.00
" "	Asphalt mixer-tiller	\$150.00
David L. Loftis	325 gal. Fuel Tank & 525 gal. Fuel Tank	\$100.00 for both

17. The following bids were submitted for construction of a barn for Precinct 4:

<u>Name of Person or Company</u>	<u>Amount of bid</u>
Noah Construction	\$34,500.00
Robert Anderson	\$34,032.00
Henson Construction	\$33,626.02

27. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve revised contract between Bullfinch Custodial Service and Upshur County for the Tax Assessor Building. Motion carried. Copy attached.

*COURT RECESSED AT 12:00 P.M.*

*COMMISSIONER'S COURT RECONVENED AT 1:00.*

16. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve accepting only bid submitted for asphalt surface treatment (slurry seal) for county roads. Sealed bid was submitted by East Texas Paving Company, Inc. Amount of bid is \$0.82 a square yard. Motion carried. Copy attached.

17. Motion by Kenney Thompson seconded by Tommy Stanley to approve accepting sealed bid submitted by Robert Anderson for 40 x 70 barn for Precinct 4. Commissioner Thompson stated this was the best bid in that proposal submitted by Mr. Anderson included more than specs required. Motion carried. Copy of all bids attached.

16. Motion by Rick Jackson seconded by Tommy Stanley to approve accepting the following bids submitted for equipment in Precinct 3:

<u>Person submitting bid</u>	<u>Equipment</u>	<u>Amount of bid</u>
Jeri Dunn	Dump Truck	\$1,275.00
Ronnie Mitchell	Grade-All	\$1,001.00
Roadrunner	Kampac 9-wheel	\$407.00
" " "	Kampac rock crusher	\$407.00
Charlie M. Price	325 gal. Fuel tank	\$110.00
" " "	525 gal. Fuel tank	\$115.00
" " "	Asphalt mixer-tiller	\$150.00

Motion carried. Copies of all bids submitted attached.

7. Motion by Kenney Thompson seconded by Gaddis Lindsey to approve to take table action off of agenda item concerning property struck off for taxes. Motion carried.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve accepting Resolution for a sealed bid for property seized for delinquent taxes. Bid submitted by Robert Hough, Travis Lane Hough and Melinda Hough Hurt in amount of \$3,500.00. Property is described as 20.50 acres in the William Howe Survey. Motion carried. Copy attached.

18. No action taken on agenda item concerning setting speed limit on Daylily Road.

19. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the purchase of a motor grader for Precinct 2 from Houston-Galveston Area Council of Governments through state bidding process and allow the trade-in of a 1992 motor grader. Motion carried.

21. Motion by Gaddis Lindsey seconded by Kenney Thompson to approve County Pride Sign Agreement between State of Texas, represented by the Executive Director of the Texas Department of Transportation and the County of Upshur. Motion carried. Copy of agreement attached.

22. Motion by Gaddis Lindsey seconded by Rick Jackson to approve County resuming maintenance of Waxwing road for 150 yards. Motion carried.

23. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve adopting Rules of Procedure, Conduct and Decorum at meetings of the Upshur County Commissioner's Court. Motion carried with Commissioner Gaddis Lindsey, Commissioner Tommy Stanley and Commissioner Rick Jackson voting yeah. Commissioner Kenney Thompson voted no, stating that people in his precinct had requested him to vote no. Motion carried.

24. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve tabling any action on analysis from Texas Commission on Jail Standards until 4-28-97. Motion carried.

25. Motion by Gaddis Lindsey seconded by Tommy Stanley to continuing having Commissioner's Court meetings during the day. Motion carried.

26. No action taken on agenda item concerning scheduling a work session on county proposals and projects.

28. Motion by Kenney Thompson seconded by Tommy Stanley to approve informing District Attorney, Tim Cone to not pursue any action against Randall Pritchett of Design Graphics. Motion carried.

29. Motion by Kenney Thompson seconded by Tommy Stanley to table any action on agenda item concerning a letter from Texas Commission on Fire Protection concerning elevator fire alarm system until 4-28-1997. Motion carried.

31. Motion by Gaddis Lindsey seconded by Kenney Thompson to approve authorizing P.M. Brown to act as Upshur County Fee Appraiser for the FM 1845 ROW project. Also in this motion

is to designate Judge Charles Still as County signatory. Motion carried. Contracts for appraisal services attached.

33. 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:

Permit Application submitted by Pritchett Water Supply to place a 1" PVC water line in ROW of White Pine.

Permit Application submitted by C W Resources to place a gas line (road bore) in ROW of Bob-o-link.

Special Road Use Agreement submitted by Lasco to haul logs on Larkspur.

Special Road Use Agreement submitted by Patterson Logging to haul logs on Red Oak and Elderberry.

Permit Application submitted by Bi-County Water to place a water line in ROW of Golden Rod.

Application for filling abandoned well submitted by Dovie Smith. Well is located on Gardenia.

Permit application submitted by Loyd Crabtree to place a culvert in ROW of Aspen Trail.

Permit application submitted by William (Billy) Rogers to place a culvert in ROW of Zinnia..

Permit application submitted by Paul Dunnam to install a culvert in ROW of Red Cedar.

Special Road Use Agreement submitted by Page Logging to haul logs on Front Street and Martin Luther King Blvd.

Special Road Use Agreement submitted by Mose Timber Company to haul logs on Goat and Gorilla.

Special Road Use Agreement submitted by Ted Davis Timber to haul logs on Bison and Camel.

Special Road Use Agreement submitted by Walter's Logging to haul logs on White Cedar, White Oak and Cherry.

Special Road Use Agreement submitted by Evergreen Timber to haul logs on Daffodil.

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

Special Road Use Agreement submitted by D & B Timber to haul logs on Elk, Ermine and Caribou.

Special Road Use Agreement submitted by Lasso, Inc. to haul logs on Acrate.

Special Road Use Agreement submitted by Lasso, Inc. to haul logs on Machen Lane.

Special Road Use Agreement submitted by McSwain to haul logs on Fir.

Permit Application submitted by Philip Smith to place a culvert in ROW of Aspen Trail.

Permit Application submitted by Michelle Edwards to place a culvert in ROW of Turtle Circle.

Permit Application submitted by John Summers to place a culvert in ROW of Wolverine.

Application for filling abandoned well submitted by Wanda Johnson. Well is located on Toad.

Special Road Use Agreement submitted by Weyerhaeuser to haul logs on Begonia.

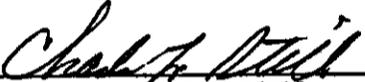
Motion carried on all applications submitted. Copies of all attached.

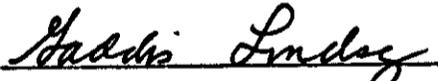
Motion by Gaddis Lindsey seconded by Gaddis Lindsey to adjourn. Motion carried.

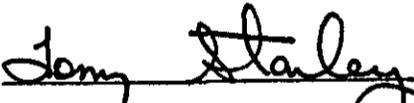
Attendance Sheet placed into minutes for recording purposes only.

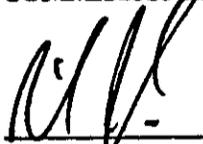
Library Report for month of March, 1997 placed into minutes for recording purposes only.

Upahur County Sheriff's department report on Jail overcrowding and staffing analysis 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 14<sup>th</sup>  
day of April, 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

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 2:41  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 4-14-97 :

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>
	17	613	5600	18599.15
	17	613	5750	400.00
To:	17	613	5500	18999.15

Reason: Vehicles

  
Department Head Pct 3

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

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 4-14-97

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>
	16	612	5100	10,000
To:	16	612	3300	5,000
		612	5500	5,000

Reason:

Tommy Stanley  
Department Head

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

**BUDGET AMENDMENT**

**LINE ITEM TRANSFER:**

Date: 4-14-97

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	451	4480	25
To:	10	451	4600	25

Reason:

*x Wanda Costen*  
Department Head

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

**BUDGET AMENDMENT**

**LINE ITEM TRANSFER:**

Date: 4-14-97

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	510	4480	1500
To:	10	510	3380	1500

Reason: *Other operating*

*Ray Roeder*  
Department Head

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

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 4-14-97 :

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	57.71
To:	10	551	3110	53.00
		551	3010	4.71

Reason:

  
Department Head

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

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 04/14/97 thru 04/25/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
62472-AP	04/14/97	A & E MILL AND WELDING SUPPL	\$104.30	\$37.00	PCT#2-CUST#173000/SUPPLIES
				\$37.00	PCT#2-CUST#173000/OXY; ACET.
				\$20.20	PCT#2-CUST#173000/CYLINDER RENTAL(ACEL; OX275(3)
				\$10.10	PCT#4-CUST#173125/CYLINDER RENTAL(ACEM; OX150)
62473-AP	04/14/97	A TO Z TIRE	\$293.80	\$293.80	PCT#3-MOTORGRADER TIRE & TUBE
62474-AP	04/14/97	ABC AUTO PARTS	\$164.56	\$4.72	PCT#3-LIGHT SOCKET FOR UNIT #335
				\$40.00	PCT#1-AIR CONDITIONING REPAIR CLINIC
				\$71.76	PCT#1-FREON
				\$24.81	PCT#1-AIR COND. DRYER; LINE SPLICER; AIR COND. OIL
				\$39.56	PCT#1-CONVERSION FITTINGS(FOR AIR COND); CONVERSION FITTINGS; SENSOR
				\$16.29CR	PCT#1-ACCT#9620/RETURNED SENSOR
62475-AP	04/14/97	ACCU. CHEM LABORATORIES	\$1,059.50	\$526.00	CCP-PROFILES 3/6; 17; 10; 11; 12/97
				\$533.50	CCP-PROFILES 3/13; 17; 19/97
62476-AP	04/14/97	ACE LOCK & SAFE SERVICE	\$55.39	\$54.00	CO. TAX-(1)ADA LOCKSET(BK. BLDG)
				\$1.39	CO. BLDGS-KEY
62477-AP	04/14/97	ALAN MEYERS & ASSOCIATES	\$152.00	\$152.00	CO LIB-DANCE VIDEOS; POSTAGE & HANDLING
62478-AP	04/14/97	AMERICAN INFORMATION SYSTEMS	\$1,350.00	\$1,350.00	CO. TAX-U67387/EXTENDED WARRANTY 1/1/97-12/31/97
62479-AP	04/14/97	APPLIED INDUST. TECH.	\$48.73	\$31.05	PCT#2-CUST#0213007/BEARING; SEALANT
				\$17.68	PCT#1-ACCT#0213007/BEARING
62480-AP	04/14/97	ARKLA GAS	\$549.89	\$382.35	J CTR-ACCT#07-213-36-2890-0-5/BILLING 03/04/97-04/02/97
				\$167.54	CO LIB-ACCT#0821335367008/APRIL 9'97 BILLING
62481-AP	04/14/97	AROUND THE CLOCK LOCKSMITH	\$100.00	\$100.00	PORTER BLDG-SERVICE CALL & 2hrs. LABOR
62482-AP	04/14/97	ARTHUR L. FORT	\$51.00	\$51.00	SUP-(1)BADGE
62483-AP	04/14/97	AT & T INFORMATION SYSTEMS	\$26.00	\$26.00	SUP-ACCT#0142860638001/MARCH 15'97 BILLING
62484-AP	04/14/97	AUTOMATIC DOOR SERVICES	\$173.80	\$173.80	CO. TAX-MOTOR CAPASITOR, SERVICE CALL, LABOR
62485-AP	04/14/97	B. J. PARNELL, M. D.	\$88.50	\$63.00	CO. JAIL-ROBERT L. BARNETT/MEDICAL 2/27/97
				\$25.50	CO. JAIL-JOE CASILLAS/MEDICAL 3/28/97
62486-AP	04/14/97	BANNER PUBLISHING CO.	\$50.40	\$50.40	COMM. CT-ACCT#F0132/WANT AD
62487-AP	04/14/97	BARRY WALLACE, ATTY	\$250.00	\$250.00	D. CT-CAUSE#11,772 STEVEN KYLE

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Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 04/14/97 thru 04/25/97

PAGE 2

Check #	HC Date	Vender	Check Amount	Invoice Amt	Invoice Descriptions
62488-AP	04/14/97	BAXTER SALES CO, INC	\$628 50	\$370.80 \$74.30 \$183 40	CO JAIL-CUST#100950/LYSOL CLNR; A P CLNR CO. JAIL-CUST#100950/MOP BUCKET CO. JAIL-CUST#100950/TOWEL DISPENSER; MOP BUCKET WHEELS
62489-AP	04/14/97	BEARING SERVICE&SUPPLY, INC.	\$10.48	\$10 48	PCT#1-ROLLER BEARING
62490-AP	04/14/97	BEN BREPPERD	\$460 18	\$460.18	CO. AUD-REIMBURSE/530mi @ .315; MEALS; LODGING (LBJ AUDIT SEMINAR@AUSTIN)
62491-AP	04/14/97	BETSY ROSS FLAG GIRLS, INC	\$562.54	\$562.54	CO BLDG-U. S. FLAG; TEXAS FLAG; SHIPPING
62492-AP	04/14/97	BILL MITCHELL	\$300 00	\$300 00	PCT#3-GRAVEL/150 YDS @ \$2 00
62493-AP	04/14/97	BLAIR R. MACBEATH, M. D	\$75.00	\$75.00	CO. JAIL-ROBERT BARNETT/MEDICAL
62494-AP	04/14/97	BOGEL SALES INC.	\$398.89	\$398 89	CO. BLDGS-CUST#870210/TISSUE; TOWELS; TRASH BAGS; DISINFECTANT; CLEANSER
62495-AP	04/14/97	BRAD NDRIN	\$750.00	\$750.00	D. CT-CAUSE#J-31-96 R. H. 2/26/97
62496-AP	04/14/97	BRODART CO.	\$634 02	\$634 02	CO LIB-55 BOOKS
62497-AP	04/14/97	BROOKSHIRES	\$179.56	\$142.42 \$37.14	D. A-INTHA VAUGHN POE/HOT CK RESTITUTION D. A-BEVERLY SWANNER/HOT CK RESTITUTION
62498-AP	04/14/97	BROWN ASPHALT PAVING, INC.	\$1,550.00	\$1,550.00	PCT#3-STRIPING OF ROADS
62499-AP	04/14/97	BULFINCH CUSTODIAL SERVICE	\$3,443.77	\$120.00 \$3,323.77	MOTOR BK-MARCH '97 JANITORIAL SERVICE APRIL '97 JANITORIAL CONTRACT
62500-AP	04/14/97	BURBA'S COMPUTER ENTERPRISES	\$150.00	\$75.00 \$75.00	JUV. PROB-INTERNET INSTALL & EXPANSION COMM. CT-PRINT PORT REPLACEMENT (JOANN)
62501-AP	04/14/97	CALAME, LINEBARGER&GRAHAM	\$4,445.93	\$4,445 93	CO. TAX-FEB '97 DELIQUENT TAX ATTY. FEES COLLECTED
62502-AP	04/14/97	CANON SERVICE COMPANY	\$685.00	\$115.00 \$300.00 \$270 00	J. CTR-REPAIR HEATING UNIT CO. CTH-(1)PENN JOHNSON 1"FLOW SWITCH&A/C LABOR CO LIB-REPAIR HEATING UNIT
62503-AP	04/14/97	CARDIOPULMONARY SERVICES, IN	\$500.00	\$75 00 \$425.00	IND-TERRY WELLS/MEDICAL 1/23/97 IND-TERYY WELLS/HEARTLINK MONITORING 1/23/97
62504-AP	04/14/97	CARDLYN PERRY	\$473.24	\$473 24	JP#2-REIMBURSE/706mi @ .315; MEALS; LODGING (JP CLERK SCHOOL@SAN ANTONIO
62505-AP	04/14/97	CARRIER BOCK CO	\$3,779 00	\$3,779 00	J CTR-COB HTG&CLO A/C UNIT (MODEL#CA 48TJDD012-5-BA)

VOL. 87 PG 928

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Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 04/14/97 thru 04/25/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
62506-AP	04/14/97	CENTRAL UNITED LIFE INSURANC	\$1,106.67	\$1,106.67	GROUP#4269/MARCH'97 PAYROLL DEDUCTIONS
62507-AP	04/14/97	CHEVRON U. S. A. INC.	\$107.26	\$107.26	SUP&CCP-ACCT#7898789859/MARCH 31'97 BILLING
62508-AP	04/14/97	CHRISTINA W. WALLACE, C. S. P	\$80.00	\$80.00	D CT-COURT REPORTING 03/25/97
62509-AP	04/14/97	CITY OF OILMER	\$1,728.92	\$1,728.92	WASTE-SALARY/12/14/96-3/21/97
62510-AP	04/14/97	CLEAR	\$119.95	\$119.95	D. A-(1)SET TEXAS CRIMINAL APPELLATE MANUALS
62511-AP	04/14/97	COMMUNITY CORRECTIONS, INC	\$2,720.00	\$2,720.00	JUV. PROB-PLACEMENT; B. F&J. M
62512-AP	04/14/97	COMPLETE BUSINESS	\$198.89	\$38.11	CO S-CUST#LN0461/RICOH F4418(2893 COPIES MADE 02/01/97-03/01/97)
				\$99.98	D CLK-CUST#LN0461/RICOH F5520(7646 COPIES MADE 02/01/97-03/01/97)
				\$53.50	D. JUDGE-TONER FOR FAX MACHINE; FREIGHT
				\$5.87	CO TREAS-CUST#LN0461/RICOH F4418 COPY COUNT(471 COPIES 02/01/97-03/01/97)
				\$1.43	JP-CUST#LN0461/RICOH F3060 COPY COUNT(106 COPIES 02/01/97-03/01/97)
62513-AP	04/14/97	CONSOLIDATED TRAFFIC CONTROL	\$525.00	\$525.00	911-NITESTAR. ADAPT KIT. SENSOR(METER DEVISE)
62514-AP	04/14/97	CORNWELL TOOLS	\$149.00	\$149.00	PCT#1-SLIDE HAMMER PULLER
62515-AP	04/14/97	CORRECTIONAL SECURITY SERVIC	\$115.00	\$115.00	ISP-MARCH'97 ELECTRONIC MONITORING/J. M.
62516-AP	04/14/97	DARR EQUIPMENT COMPANY	\$4,649.05	\$838.67	PCT#3-REPAIR OF MOTORGRADER
				\$3,720.40	PCT#3-REPAIR CAT 1200 MOTORGRADER-PARTS;
				\$67.55	MISC. CHG (FREIGHT, OIL DISPOSAL, ETC); LABOR
				\$22.43	PCT#3-CUST#8727200/REPAIRS ON CIRCLE ASSEMBLY
					PCT#4-CUST#8727400/PARTS
62517-AP	04/14/97	DEPARTMENT OF COMMUNITY	\$31.50	\$31.50	ISP-MARCH'97 UA REPORTS/J. L. J. M. M
62518-AP	04/14/97	DONA FLIPPO	\$373.40	\$373.40	911-REIMBURSE/460#18. 315. MEALS, LODGING(NENA CONF)
62519-AP	04/14/97	DWIGHT A. BRANNON	\$2,310.00	\$350.00	D. CT-CAUSE#10, 992 TIMMY WAYNE GRANT
				\$500.00	D CT-CAUSE#11, 777&11, 475 BOBBY WAYNE GIPSON
				\$860.00	D. CT-CAUSE#10, 260 MONNIE ROGER WHITTINGTON
					3/12/97
				\$350.00	D. CT-CAUSE#10, 851 ERIC WRIGHT
				\$250.00	D CT-CAUSE#11, 538 JIMMY DAN WALKER
62520-AP	04/14/97	EAST TEXAS MEDICAL CENTER	\$414.44	\$52.40	CCP-KEVIN BUCHANAN MEDICAL 2/20/97
				\$117.89	IND-TERRY WELLS/MEDICAL 02/18/97
				\$36.60	CO JAIL-TORY ADAMS/MEDICAL 2/28/97

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THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$96.60	CO. JAIL-QUADALUPE ALONZO/MEDICAL 2/28/97
				\$55.00	CO JAIL-ARBERY MOORE/MEDICAL 3/6/97
				\$36.60	CO. JAIL-WALTER BRICHER/MEDICAL 3/18/97
				\$19.35	IND-DIANA CHAPARRO/MEDICAL 3/27/97
62521-AP	04/14/97	EAST TEXAS PHYSICIANS CLINIC	\$125.00	\$125.00	CD 8-JOE CASILLAS/MEDICAL 3/6/97
62522-AP	04/14/97	EASTEX TRUCK PARTS, INC	\$150.00	\$150.00	PCT#3-INTAKE MANIFOLD & CARBURETOR FOR UNIT #313
62523-AP	04/14/97	ECONOMY AUTO SUPPLY, INC.	\$791.03	\$1.60	PCT#4-FITTINGS
				\$19.47	PCT#4-CVR GASKET; ION WIRE SET; SC; RAD. T5; -RETURN ITEM
				\$67.34	PCT#4-CARB KIT 'FLOAT' PAD; FILTER; PLUGS; MANIFOLD SET; WIRE SET
				\$36.55	PCT#3-CARBURETOR KIT
				\$336.23	PCT#3-TOOL SET
				\$49.50	PCT#1-GEAR OIL
				\$84.34	PCT#3-WRENCHES (2); MANIFOLD SET; SCRAPER
				\$14.05	PCT#3-SPARK PLUGS; PCV VALVE
				\$71.24	PCT#4-BATTERY
				\$42.30	PCT#3-BATTERY TERMINALS; MAINFOLD GASKET SET; GAUGE
				\$54.92	PCT#4-BRASS PIPE PLUGS; FUEL FILTERS(PRIMARY); SECONDARY FILTERS
				\$13.49	PCT#4-RADIATOR HOSE; WEATHERSTRIPPING ADHESIVE; RADIATOR HOSE
62524-AP	04/14/97	EDDIE J. SMITH	\$22.68	\$22.68	PCT#1-REIMBURSE/72mi@.315
62525-AP	04/14/97	EMMA SMITH	\$19.26	\$19.26	CD LIB-REIMBURSE/44mi@.315; MEAL(NETLS WORKSHOP@HAWKING)
62526-AP	04/14/97	ETEX TELEPHONE COOP., INC	\$173.24	\$20.70	TELE. COMM-#968-2941/APRIL 1'97 BILLING
				\$37.66	PCT#1-#734-5609/APRIL 1'97 BILLING
				\$44.71	PCT#2-#762-6266/APRIL 1'97 BILLING
				\$30.49	PCT#4-#762-6731/APRIL 1'97 BILLING
				\$39.68	PCT#3-#734-5822/APRIL 1'97 BILLING
62527-AP	04/14/97	FANNIN FARM EQUIPMENT	\$333.48	\$72.16	PCT#1-SUPPLIES
				\$14.00	PCT#3-PAINT
				\$164.32	PCT#3-PAINT
				\$31.00	PCT#3-FEB. & MAR. CYLINDER RENT
				\$52.00	PCT#1-MAR. CYLINDER RENT/7 ACET; 6 OXY
62528-AP	04/14/97	FERN'S TRUCK STOP	\$120.00	\$120.00	D. A-M K. MYERS/HOT CK. RESTITUTION
62529-AP	04/14/97	FREESBYRD WOOD SHOP	\$411.00	\$411.00	CD TAX-MATERIALS&LABOR/NEW TAX OFFICE

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Check #	MC Date	Vender	Check Amount	Invoice Amt	Invoice Descriptions
62530-AP	04/14/97	FUTURE EQUIPMENT CO, INC	\$99.54	\$99.54	PCT#2-CUST#9UCP002/FILTERS
62531-AP	04/14/97	GALL'S INC.	\$22.58	\$22.58	D.A-(1)SPECTRA CLOSE UP LENS W/CASE
62532-AP	04/14/97	GENERAL SERVICES COMMISSION	\$99.65	\$99.65	PCT#1-SUBSCRIPTION TO STATE OF TEXAS SURPLUS PROPERTY
62533-AP	04/14/97	GEORGE P. BANE, INC.	\$265.32	\$265.32	PCT#2-ACCT#91936/SERVICE TRANS. & ADJUST SHIFTER LINKAGE; SHOP SUPP.
62534-AP	04/14/97	GIFFORD-HILL & COMPANY	\$2,689.02	\$1,792.44 \$896.58	PCT#4-CUST#777964/GRAVEL(199.16 TON @ \$9.00) PCT#4-CUST#777964/GRAVEL(99.62 TON @ \$9.00)
62535-AP	04/14/97	GILMER CABLE TV CO., INC.	\$486.00	\$65.00 \$421.00	CO. JAIL-ACCT#13891/CABLE SERVICE FOR APRIL NON. DEPT-ACCT#15446/MARCH 24'97 BILLING
62536-AP	04/14/97	GILMER COUNSELING SERVICES	\$2,550.00	\$1,750.00 \$800.00	JUV. PROB-COUNSELING/NOV '96-JAN '97 JUV. PROB-INDIVIDUAL&COUNSELING 2/3-26/97
62537-AP	04/14/97	GILMER DRUG COMPANY	\$158.50	\$47.58 \$42.72 \$32.95 \$15.95 \$19.30	CO JAIL-R. ELLIOT; R. GILLIAM/PRESCRIPTIONS CO. JAIL-STOOL SOFTENER; K. PETRICK/PRESCRIPTION CO JAIL-FONZELL JACKSON/PRESCRIPTION CO JAIL-CASEY SMITH/PRESCRIPTION CO. JAIL-K. PETRICK; C. SMITH/PRESCRIPTIONS
62538-AP	04/14/97	GILMER LUMBER COMPANY INC.	\$977.76	\$617.93 \$9.70 \$17.75 \$11.00 \$200.50 \$29.67 \$11.52 \$33.92 \$9.72 \$9.40 \$10.90 \$15.75	CO. TAX-SHEETROCK, YELLOW PINE, ASH CO. TAX-NAIL BOX, DRYWALL SCREWS, READY MIX CO TAX-WIESER-LEVER BEDROOM SET CO. TAX-CUST#0021020/STAIN; PUTTY; SCREWS CO. TAX-PAINT; PLYWOOD CO. TAX-PAINT; PAINT PAN; ROLLERS; BRUSHES; NAILS; MOLDING CO. TAX-BRACKETS; SCREWS; BITS CO BLDGS-PLYWOOD CO TAX-LETTER PLATE CO. TAX-BRUSHES CO. TAX-BRUSH; BUCKET CO. TAX-PRIMER
62539-AP	04/14/97	GILMER OFFICE CENTER	\$210.02	\$12.67 \$22.74 \$13.38 \$38.78 \$3.23 \$92.55 \$19.99 \$6.68	JP#2-BINDERS; APPT. BOOK CO. LIB-FAX PAPER CO. JAIL-CANNED AIR CO. TREAS-NOTARY STAMPS; INK CO. TAX-TAGS I. C -EATON LETTERHEAD PAPER; 9 X 12 CLASP ENVELOPES CO. JAIL-TRANSPARANCIES CO. TREAS-CALCULATOR INK ROLLERS
62540-AP	04/14/97	GILMER PRIMARY CARE-RHC	\$36.60	\$36.60	ISP-MEDICAL EXAM/B.G. 3/18/97

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THE SOFTWARE GROUP, INC.

Disbursements Made from 04/14/97 thru 04/25/97

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
62541-AP	04/14/97	GLENWOOD GROCERY	\$28.19	\$28.19	PCT#1-GAS
62542-AP	04/14/97	GOVERNMENT RECORDS SERVICES	\$11,021.06	\$4,702.00	REC MANO-INFOGRAPHIX 300 MICROFILM READER, LENS, ETC
				\$5,769.06	CD CLK-ACCT#309/MICRO FILMING & INDEXING
				\$275.00	REC MANO-16mm CAMERA RENTAL W/EASEL
				\$275.00	REC. MANO-16mm CAMERA RENATL W/EASEL
62543-AP	04/14/97	GRUBBS-LOYD FUNERAL HOME	\$335.00	\$335.00	JP#1-DELIVERY TO & FROM DALLAS H.E.'S OFFICE
62544-AP	04/14/97	H M DODD MOTOR COMPANY	\$12,000.00	\$12,000.00	PCT#3-1995 CHEV PU C2500 W/TRADEIN
62545-AP	04/14/97	R&D TIRE & AUTOMOTIVE	\$3,990.99	\$13.68	PCT#3-BAR & CHAIN OIL; SPRAY PAINT
				\$59.31	PCT#1-ANGLE IRON (3); PAINT (3); PAINT BRUSH
				\$36.29	PCT#2-ALTERNATOR
				\$6.99	PCT#1-PLUG; CHUCK
				\$3.04	PCT#1-PAINT BRUSH
				\$38.60	PCT#4-TUBE; U-JOINTS (2)
				\$4.60	PCT#4-FILTER; VACUUM TUBING
				\$2.90	CO BLDG-CLEANER LUBE
				\$17.90	PCT#3-GASKET; BRAKE FLUID
				\$23.20	PCT#1-HAMMER PULLER; GRAB HOOKS
				\$99.66	PCT#3-CABLE; CABLE CLAMPS; SHACKLES
				\$32.28	PCT#3-SACRETE; OIL
				\$47.60	PCT#4-CEMENT
				\$4.91	PCT#3-CREDIT FOR GASKET; GASKETS(2)
				\$45.00	CO BLDG- NON-SKID TAPE
				\$57.12	PCT#1-BOLTS; FUEL PUMP
				\$15.30	CO BLDG- NON-SKID TAPE
				\$4.62	PCT#3-LIGHT LENS
				\$6.20	PCT#4-SCANNER GLASSES
				\$8.24	PCT#1-JOINT PASTE; TEFLON TAPE; GALVANIZED FITTINGS, "T" & "L'S"
				\$55.84	PCT#1-FENCE STAPLES; "T" POST; BARB WIRE
				\$19.98	CO BLDG-DRAIN CLEANER
				\$9.60	PCT#3-FITTING; SPRAY PAINT
				\$408.83	PCT#1-TIRE; RECYCLE FEE; TUBE
				\$21.20	PCT#3-HYDRAULIC FITTINGS; HYDRAULIC HOSE; CABLE TIES (100)
				\$8.70	PCT#2-FILTER; BROOM
				\$19.46	CO. BLDG-OIL; B-12 SPRAY
				\$3.00	PCT#2-FUNNEL
				\$69.78	PCT#4-SACRETE; GLOVES (6 PR)
				\$77.67	PCT#1-OIL SEALANT; BEARINGS; BEARING GREASE; OIL; STEEL BRUSH; OIL PAN; DISC PADS
				\$47.50	CO BLDG-BOOSTER CABLES
				\$2.37	PCT#3-KEYS
				\$3.58	CO BLDG-SILICONE CAULKING
				\$8.09	PCT#2-MAILBOX

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
			\$12.48		PCT#1-PIPE (20 FT); PVC PIPE; CLEANER;
			\$29.50		HACKSAW BLADE; COUPLINGS
			\$11.70		PCT#4-TUBE
			\$4.62		PCT#1-SWITCHES
			\$4.20		PCT#1-LIGHT LENS
			\$21.42		CO BLDG-HYDRAULIC JACK OIL
			\$75.65		PCT#1-LUG WRENCH
			\$113.67		PCT#1-TIRE; RECYCLE FEE; LABOR
			\$16.18		PCT#3-SHOCKS; BATTERIES; FIBERGLASS KIT;
			\$9.42		BROOMS; CONNECTORS; QUIK-STEEL; FLAGGING TAPE
			\$27.30		PCT#3-CORD; SWIVEL SNAPS
			\$6.46		CO. BLDG-POP OFF VALVE; GALVANIZED FITTING;
			\$17.91		TEFLON JOINT PASTE
			\$16.27		PCT#3-POINT SET; CONDENSOR; MODULATOR; BRASS
			\$3.95		FITTING
			\$5.88		CO. BLDGS-PADLOCK
			\$16.82		PCT#1-FUSES; WRENCH; MUFFLER CLAMP
			\$48.35		PCT#1-BRAKE FLUID; GASKET MAKER
			\$10.32		CO BLDG-KEYS
			\$1.20		PCT#3-SEAL; O-RING
			\$41.55		PCT#3-WIPER BLADES; FILTERS (2)
			\$0.70		PCT#2-IGNITION WIRE SET; HEX KEY WRENCH;
			\$96.68		6-POINT SOCKET
			\$5.39		PCT#3-FUEL FILTER; FILTERS (2)
			\$39.50		CO BLDG-SCREWS
			\$2.12		PCT#1-SPARK PLUG WIRES; SPARK PLUGS
			\$10.30		CO. BLDG-KEY
			\$37.74		CO. BLDG-KEY; NON-SKID TAPE; SILICONE
			\$22.95		PCT#3-FIBERGLASS CLOTH
			\$81.41		PCT#1-AIR TANK
			\$118.02		PCT#2-CHAIN REPAIR LINKS
			\$47.56		PCT#3-GRINDER WHEELS
			\$23.61		CO. S-HOSE; BRASS NOZZLE; BROOMS
			\$36.75		PCT#2-DRAWBAR; BUSHINGS; PINS
			\$2.06		PCT#2-HYDRAULIC FITTINGS; HYDRAULIC HOSE;
			\$116.30		CEMENT; TIRE PATCHES (2); TUBE
			\$102.44		PCT#2-HYDRAULIC FITTINGS (2); HYDRAULIC HOSE;
			\$67.17		HITCH RING; BRASS FITTINGS (13)
			\$15.20		PCT#1-IRON; ANGLE IRON; SAW BLADES
			\$20.60		PCT#3-STEEL ROD; BOLT CUTTER
			\$8.60		PCT#3-FILTER; METAL PRIMER; DUST MASK; PAINT
			\$61.41		STRIPPER
					PCT#3-ROTOR
					PCT#1-SOLONOID; BULBS
					CO. BLDG-BULBS (300 WT); BULBS
					CO. S-BATTERY; RECYCLE FEE
					PCT#3-FILTERS (2)
					PCT#1-BELTS (2)
					PCT#1-BULBS
					PCT#3-PUMICE CLEANER; SWIVEL SNAP; VELCRO

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					STRIPS; SOLDERING GUN
				\$10.05	PCT#3-SOLDER; SCREWS
				\$9.08	CO.BLDG-MIRROR ADHESIVE; TOILET TANK BALL
				\$12.39	CO BLDG-CLEANER; FLUSH HANDLE
				\$1.79	CO BLDG-WELD-IT
				\$3.14	PCT#3-SILICONE
				\$34.65	CO S-BATTERY; RECYCLE FEE
				\$37.01	CO S-KEYS; NOZZLE; HOSE; LABOR
				\$19.50	PCT#3-BAR & CHAIN OIL (6-PK)
				\$30.37	PCT#4-BROOM; HAND CLEANER
				\$1,105.16	PCT#4-TIRES; RECYCLE FEE
				\$46.95	PCT#3-VOLTAGE REGULATOR
				\$20.54	PCT#1-SOLONOID; IGNITION SWITCH
				\$19.20CR	PCT#4-RETURNED EZY-MIX
				\$3.70CR	CO BLDGS-GOT GALV CAP; FLAPPER; NIPPLE/RETURNED POPOFF; NIPPLE
				\$8.36CR	PCT#1-RETURNED IGNITION SWITCH
62546-AP	04/14/97	HARLEY EQUIPMENT	\$28.00	\$28.00	PCT#3-CUST#9285/FUEL LINE; WASHERS; FREIGHT
62547-AP	04/14/97	HART INFORMATION SERVICES, I	\$69.64	\$69.64	D. CLK-CUST#14769/BILL OF COST STATEMENTS; SHIPPING
62548-AP	04/14/97	ULVERSCROFT LARGE PRINT	\$65.58	\$65.58	CO. LIB-LARGE PRINT BOOKS (6)
62549-AP	04/14/97	HENRY WHITLEY, P.C.	\$250.00	\$250.00	D. CT-CAUSE#11,842 ANTHONY STEPHEN PELAIR
62550-AP	04/14/97	HERBERT L. YOUNG	\$7,196.23	\$74.82	CONST#2-GASOLINE/63 GALS.
				\$35.38	WASTE MAN#-(32)gals LEAD REG GAS
				\$2,037.19	PCT#3-DIESEL(1535 GALS @ \$0.68 3); GASOLINE(1010 GALS @ \$0.97 9)
				\$2,336.00	PCT#1-(925)gals. DIESEL(1620)gals. UNLEAD PREM. GAS
				\$158.46	CO BLDGS-144 GALS GASOLINE
				\$23.96	911-GASOLINE/22 GALS
				\$63.78	D. A-(49)gals. LEAD REG. GAS
				\$35.50	PCT#2-(32)gals. LEAD REG. GAS
				\$2,431.14	CO S-(375)gals. LEAD REG(1684)UNLEAD PREM. GAS
62551-AP	04/14/97	HOLMES CONCRETE PIPE	\$1,375.75	\$943.00	PCT#2-PLASTIC CULVERT(36" N-12); 36" COUPLING
				\$150.00	PCT#2-REINFORCED TILE (24" X 36"
				\$112.35	PCT#1-TILE 12" X 36"
				\$170.40	PCT#3-SEPTIC TANK; PERFORATED PIPE-4"; 4" SDR-35; ELBOWS
62552-AP	04/14/97	HONEY STOP FOOD MARTS, INC.	\$17.08	\$17.08	CO MAINT-GAS
62553-AP	04/14/97	I DEAL COMPUTERS, INC.	\$296.90	\$130.00	911-TRANSFER DATA&TEST ON COMPUTER
				\$138.00	SUP-KEYBOARD & MOUSE
				\$28.90	CO S-(1)MOUSE; MODEM CABLE

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62554-AP	04/14/97	INGRAM LIBRARY SERVICES	\$579.94	\$540.60 \$39.34	CO. LIB-42 BOOKS CO. LIB- 3 BOOKS
62555-AP	04/14/97	INTERNATIONAL SUPPLY	\$76.26	\$76.26	PCT#3-MANHOLE EXTENSION RING
62556-AP	04/14/97	J. N. MYERS HARDWARE COMPANY	\$64.00	\$64.00	CCP-SUPPLIES
62557-AP	04/14/97	JAMES OEE	\$41.28	\$41.28	CCP-REIMBURSE/SUPPLIES
62558-AP	04/14/97	JAMES STOKER	\$876.00	\$876.00	PCT#1-(92)LOADS SAND(127)LOADS CLAY#4/EA LOAD
62559-AP	04/14/97	JENNIFER KAMMAN	\$68.00	\$68.00	D. A-SHANDRA L. MILLER/HOT CK. RESTITUTION
62560-AP	04/14/97	JODAC OFFICE SUPPLY	\$741.29	\$741.29	A PROB-ANDERSON HICKEY DESK; CHAIR; ORGANIZER
62561-AP	04/14/97	JOE D. CLAYTON	\$519.92	\$318.70 \$53.74 \$147.48	D. CT-VISITING JUDGE /5 DAYS EXPENSES D CT-VISITING JUDGE EXPENSES D CT-VISITING JUDGE/2 DAYS
62562-AP	04/14/97	JOHN L. HALL, M. D.	\$560.00	\$280.00 \$280.00	D. CT-KEVIN BRUCE PETRIC 12/20/96 D. CT-JACK CODY ODOM/FORENSIC EXAM 10/24/96
62563-AP	04/14/97	JR'S	\$7.44	\$7.44	PCT#1-OIL
62564-AP	04/14/97	JR'S OF OILMER	\$40.00	\$40.00	D A-TINA NEWMAN MORGAN/HOT CK. RESTITUTION
62565-AP	04/14/97	JUNE J. BARNETT	\$180.00	\$180.00	CO. CT-CDURT REPORTING 3/25/97
62566-AP	04/14/97	KATHY LANGFORD	\$242.98	\$242.98	CO EXT-REIMBURSE/710m18.315; MELAS 3/97
62567-AP	04/14/97	KIRBY RESTAURANT SUPPLY	\$187.52	\$83.00 \$29.00 \$75.52	J CTR-ACCT#7009/FLEX HOSE; SPRAY VALVE J CTR-HOSE ASSEMBLY; PIPE TO HOSE ADAPTER; LESS FLEX HOSE J. CTR-ACCT#7009/LIGHTER PILOTS; FLASH TUBES
62568-AP	04/14/97	LAFINCA FOODS	\$32.20	\$32.20	D. A-SHELLY TAYLOR/HOT CK. RESTITUTION
62569-AP	04/14/97	LEO TRIMBLE	\$585.00	\$585.00	PCT#4-SAND/468 YDS. @ \$1.25
62570-AP	04/14/97	LESLIE'S SMALL ENGINES	\$63.60	\$63.60	PCT#3-BAR; CHAIN; SPROCKET; LABOR
62571-AP	04/14/97	LINDA CARROLL, CSR/RPR	\$440.00	\$180.00 \$80.00 \$180.00	D CT-COURT REPORTING 03/14/97 D. CT-COURT REPORTING 03/17/97 D. CT-COURT REPORTING 3/19/97
62572-AP	04/14/97	LISA VINES	\$371.85	\$300.00 \$71.85	JUV PROB-REIMBURSE/APRIL '97 TRAINING PEER-REIMBURSE/134m18.28m1 MEALS, PHONE

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62573-AP	04/14/97	LONG MOTOR COMPANY, INC	\$823.62	\$2.06	PCT#3-WATER PUMP GASKET
				\$19.56	PCT#3-SPARK PLUGS; WINDOW CRANK
				\$595.14	CO. S-UNIT#10/PARTS; LABOR
				\$206.86	CO. S-UNIT#10-ACCT#344259/PARTS; LABOR
62574-AP	04/14/97	LONOVVIEW ASPHALT INC	\$3,859.41	\$1,279.26	PCT#3-CUST#221773/OIL DIRT(4738 TONS @ \$23.50)
				\$173.90	PCT#1-CUST#221771/OIL DIRT(7.40 TON @ \$23.50)
				\$267.43	PCT#2-CUST#221772/OIL DIRT(11.38 TONS @ \$23.50)
				\$148.76	PCT#1-CUST#221771/OIL DIRT(6.33 TON @ \$23.50)
				\$356.73	PCT#2-CUST#221772/OIL DIRT(15.18 TON @ \$23.50)
				\$1,338.40	PCT#3-CUST#221773/OIL DIRT(49.57 TON @ \$23.50)
				\$294.93	PCT#2-CUST#221772/OIL DIRT(12.55 TON @ \$23.50)
62575-AP	04/14/97	HANTEK	\$293.77	\$293.77	CG BLDG-(1)VAN A-WAY AEROSOL, WASP SPRAY
62576-AP	04/14/97	MARION COUNTY TREASURER	\$35.00	\$35.00	CO S-ACCT#61/CARLENE EASLEY(CREDIT ON MEDICAL)
62577-AP	04/14/97	MED SHOP	\$38.02	\$38.02	D A-TESSA CARTER/HOT CK. RESTITUTION
62578-AP	04/14/97	MED SHOP PHARMACY	\$363.98	\$363.98	IND-ACCT#2048/MARCH '97 BILLING
62579-AP	04/14/97	MICHAEL MARTIN, ATTY	\$500.00	\$250.00	D CT-CAUSE#11,364 ROBERT EDWIN ELLIOTT 3/6/97
				\$250.00	D. CT-CAUSE#11,348 JASON EUGENE MASK
62580-AP	04/14/97	MID-CONTINENT LIFE INSURANCE	\$68.00	\$68.00	01153/FEB&MARCH '97 PAYROLL DEDUCTIONS
62581-AP	04/14/97	MOORE MEDICAL CORP.	\$75.83	\$75.83	CO. JAIL-CUST#0421888/ACETAMINOPHEN; PREP PADS; TOLNAFTATE
62582-AP	04/14/97	NATIONAL HEALTH SUPPLY CORP.	\$101.14	\$64.27	CO S-CALAMINE; APAP; IBUPROFEN; BENADRYL
				\$36.87	CO S-CALAMINE & BENADRYL
62583-AP	04/14/97	NATIONSBANK OF DELAWARE, N.A	\$389.28	\$224.48	A PROB-ACCT#1155-1155/CARPET.
				\$141.54	SUP&CCP-ACCT#1155/MARCH 24 '97 BILLINGS
				\$23.26	SUP&CO-ACCT#1155/MARCH 24 '97 BILLING
62584-AP	04/14/97	NEUROCARE NETWORK, PA	\$69.60	\$69.60	IND-DIANA L CAPARRO/MEDICAL 3/17/97
62585-AP	04/14/97	NEWSOME'S GROCERY	\$142.47	\$80.00	D. A-DEBRA DICKERSON/HOT CK. RESTITUTION
				\$62.47	D. A-CLOY KERR/HOT CK RESTITUTION
62586-AP	04/14/97	PATRICIA HARRISON	\$1,530.00	\$180.00	D CT-COURT REPORTING 3/14/97
				\$180.00	CO CT-COURT REPORTING 3/18/97
				\$90.00	CO CT-COURT REPORTING 3/19/97

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				\$180.00	CD CT-COURT REPORTING 3/20/97
				\$180.00	CD CT-COURT REPORTING 03/24/97
				\$180.00	D CT-COURT REPORTING 03/25/97
				\$180.00	CD CT-COURT REPORTING 03/26/97
				\$180.00	CD CT-COURT REPORTING 03/27/97
				\$90.00	CD CT-COURT REPORTING 03/31/97
				\$90.00	CD CT-COURT REPORTING 04/03/97
62587-AP	04/14/97	PATTERSON PLUMBING	\$902.34	\$20.34	J. CTR-PARTS
				\$12.00	CD BLDGS-POPOFF; WASHER; SEAT
				\$20.00	CD BLDGS-THRIFT
				\$850.00	CD TAX-REMODEL BATHOLD BANK BUILDING
62588-AP	04/14/97	PAUL BANNER	\$49.22	\$49.22	D. CT-VISITING JUDGE 3/17/97
62589-AP	04/14/97	PEGGY GILES	\$6.11	\$6.11	CO. LIB-REIMBURSE/MEAL/NETLS WORKSHOP@HAWKINS
62590-AP	04/14/97	PEGUES - HURST MOTOR CO.	\$62.26	\$62.26	PCT#3-BRAKE CHAMBER FOR UNIT #334
62591-AP	04/14/97	PETERS AUTOPLEX	\$240.00	\$240.00	PCT#1-DRIVE ASSEMBLY
62592-AP	04/14/97	PIZZA HUT	\$24.00	\$24.00	D CT-PIZZA FOR JURORS 3/31/97
62593-AP	04/14/97	PRICE COMPANY	\$3,250.00	\$3,250.00	PCT#2-TANK CAR
62594-AP	04/14/97	PRITCHETT WATER SUPPLY CORP.	\$30.68	\$30.68	PCT#1-ACCT#1406/MARCH 27'97 BILLING
62595-AP	04/14/97	PROFESSIONAL FOOD SYSTEMS	\$786.37	\$402.48	CD JAIL-CUST#17130/ASSORTED FOODS
				\$383.89	CD JAIL-CUST#17130/ASSORTED FOODS
62596-AP	04/14/97	PROFESSIONAL TECHNICAL ASSIS	\$171.00	\$31.00	CONST#1-BRACKET FOR ANTENNA; LABOR
				\$50.00	PCT#3-REPAIR PORTABLE RADIO; PARTS-WATERPROOF PK
				\$90.00	CO. S-REWIRE STROBE LIGHTS & REPROGRAM RADIO; LABOR
62597-AP	04/14/97	PROVANTAGE	\$93.05	\$93.05	911-SEAGATE CRYSTAL REPORTS STANDARD CD V3
62598-AP	04/14/97	QUILL CORPORATION	\$943.52	\$231.00	I. C. -1 1/2 X 2 STICKY NOTES; 3 X 3 STICKY NOTES; 3 X 5 STICKY NOTES; 8 1/2 X 11 RULED PADS; 8 1/2 X 13 1/2 RULED PADS; LARGE STORAGE BOXES
				\$81.10	I. C. -ASSORTED DATA BINDERS; DATA BINDERS (RED); LIQUID PAPER
				\$119.89	SUP-ACCT#49034/SUPPLIES
				\$80.68	I. C. -PAPERMATE GEL-WRITER PENS; DRYLINE APPLICATOR REFILL; TOPS MESSAGE BOOK
				\$30.85	I. C. -LETTER SIZE HANGING FILE FOLDERS; LEGAL SIZE HANGING FILE FOLDERS; SHIPPING

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62599-AP	04/14/97	RED OAK TIMBER COMPANY	\$384.00	\$384.00	PCT#2-GRAVEL/64 LOADS @ \$6.00
62600-AP	04/14/97	RICK'S TIRE SERVICE	\$35.00	\$35.00	PCT#4-BOOT; REPAIR FLAT ON GRADER
62601-AP	04/14/97	SAFETY SUPPLY	\$126.40	\$126.40	CGP-SUPPLIES
62602-AP	04/14/97	SANDY LIVENGOOD	\$750.00	\$150.00	D. CT-CAUSE#189-92 DANIEL KERR 3/7/97
				\$150.00	D. CT-CAUSE#502-90 WENDELL P. KEER; ET AL 3/7/97
				\$150.00	D. CT-CAUSE#252-86 DAUGHTRY CHILDREN 3/7/97
				\$150.00	D. CT-CAUSE#593-93 LAPPE CHILDREN 3/7/97
				\$150.00	D. CT-CAUSE#198-96 KERR CHILDREN 3/14/97
62603-AP	04/14/97	SCHWAAB, INC.	\$177.00	\$177.00	D. CLK-B PREINKED STAMPS
62604-AP	04/14/97	SCOTT-MERRIMAN, INC.	\$1,079.84	\$147.58	CO. CLK-PROBATE FOLDERS (100 #28); FREIGHT
				\$218.26	CO CLK-CUST#UPO1/CITATION FORMS; FREIGHT
				\$714.00	CO CLK-CUST#UPO1/BANKNOTE PAPER; FREIGHT
62605-AP	04/14/97	SHANE JACKSON	\$174.12	\$174.12	CCP-REIMBURSE/521#1@ 315; MEALS; REGISTRATION FEE
62606-AP	04/14/97	SHELL OIL COMPANY	\$49.50	\$49.50	CO. S-ACCT#092 821 628
62607-AP	04/14/97	SIGN POWER	\$35.09	\$35.09	CO TAX-SIGNS FOR NEW TAX OFFICE
62608-AP	04/14/97	SMITH OIL COMPANY	\$1,000.92	\$18.00	PCT#3-CHAIN OIL
				\$471.45	PCT#1-TOWELS; HAND CLEANER; TRAN FLUID; DEXRON; CLEANERS
				\$107.75	PCT#2-BATTERY; OIL FILTER; BRK FLUID; START. FLUID; TOWELS; ARMOR ALL; PLIERS
				\$403.72	PCT#2-DEXRON, FILTERS, ENGINE FLUSH
62609-AP	04/14/97	SOBOL	\$25.00	\$25.00	PCT#3-MARCH CYL RENTAL/2 SM. OXY; 1 LG. OXY; 2SM. ACET.
62610-AP	04/14/97	SOUTHWESTERN ELECTRIC POWER	\$1,300.41	\$1,193.22	CO CTH-ACCT#5674/APRIL 8'97 BILLING
				\$107.19	CO. CTH-ACCT#1673/ST. LIGHTS APRIL 8'97 BILLING
62611-AP	04/14/97	SPENCER-HARRIS MACHINE&TOOL	\$39.72	\$39.72	PCT#1-ROUND STOCK STEEL
62612-AP	04/14/97	STEWART INSURANCE AGENCY	\$128.00	\$128.00	CONST#3-BOND#518021/ROLAND CORLEY (BAL OF TERM)
62613-AP	04/14/97	SUPER SAVER RENT-A-CAR	\$400.00	\$400.00	911-APRIL '97 LEASE/'95 MERCURY SABLE
62614-AP	04/14/97	SYSCO FOOD SYSTEMS, INC	\$524.36	\$246.35	CO JAIL-CUST#288639/ASSORTED FOODS
				\$278.01	CO JAIL-CUST#288639/ASSORTED FOODS

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62615-AP	04/14/97	T & S TRACTOR INC.	\$8 15	\$8 15	PCT#4-PARTS FOR BACKHDE
62616-AP	04/14/97	T M LUMBER CO., INC.	\$24.74	\$2.88 \$2.94 \$5.27 \$9.09 \$4.56	PCT#2-GLUE; STAPLES PCT#2-NIPPLE; CEMENT; TAPE PCT#2-BOLTS; NUTS; JB WELD PCT#2-4X4X10 PCT#2-NIPPLE; EYE BOLTS
62617-AP	04/14/97	T. B. BUTLER PUB. CO., INC.	\$90.00	\$90.00	CD. LIB-TYLER COURIER-TIMES SUB.
62618-AP	04/14/97	TEECO SAFETY, INC.	\$348.40	\$348.40	CD S-SPEAKER, BRACKET; DASH LASRE BLUE FILM
62619-AP	04/14/97	TEFTELLER & PELAI A	\$500.00	\$250.00 \$250.00	D CT-CAUSE#11, 518 CURTIS REAGAN JACKSON D CT-CAUSE#10, 353 ALBERT LEE STEPHENSON 3/6/97
62620-AP	04/14/97	TELETOUCH CORPORATION	\$271.77	\$36.22 \$235.55	JUV PRDB-ACCT#3062748/APRIL 1'97 BILLING CO S-ACCT#3062303/APRIL 1'97 BILLING
62621-AP	04/14/97	TEXAS DEPT. OF TRANSPORTATION	\$1,500.00	\$1,500.00	R. O. W-PROJECT#BR97()OX 10X 1st. PAYMENT BALLARD BRANCH DN CR451
62622-AP	04/14/97	TEXAS MUNICIPAL COURT-	\$34.00	\$34.00	JP#2-(1)YR SUBSCRIPTION 1997
62623-AP	04/14/97	TEXAS STEEL CULVERT CO., INC.	\$1,002.96	\$1,002.96	PCT#1-SPIRAL GALV CULVERT(15" X 28'); SPIRAL GALV. CULVERT(18" X 28')
62624-AP	04/14/97	THE GILMER MIRROR	\$164.05	\$119.70 \$12.50 \$31.85	CD. S-PRINT JOB CD. S-PRINT JOB D. A -1,000 BUSINESS CARDS FOR TIM CONE
62625-AP	04/14/97	THE SIGN CENTER	\$130.00	\$130.00	CD. S-PLASTIC
62626-AP	04/14/97	THE SOFTWARE GROUP, INC.	\$14,820.60	\$208.60 \$266.00 \$612.00 \$409.00 \$846.00 \$594.00 \$875.00 \$747.00 \$740.00 \$253.00 \$168.00 \$690.00 \$300.00 \$846.00 \$309.00	D CLK-SERV#SC035367/2 PART SMALL CO. RECEIPTS AUD-FIXED ASSETS-04/01/97-06/30/97 AUD-BUDEGETARY ACCOUNTING-04/01/97-06/30/97 AUD-PURCHASING MODULE-04/01/97-06/30/97 CD. CLK-CRIMINAL CASE MANAGEMENT-04/01/97-06/30/97 CD. CLK-INSTRUMENT INDEX-04/01/97-06/30/97 CD CLK-CIVIL CASE MANAGEMENT-04/01/97-06/30/97 CD CLK-MISC. FEES-04/01/97-06/30/97 JP#4-JUSTICE OF PEACE-04/01/97-06/30/97 DA-CRIMINAL CASE MANAGEMENT-04/01/97-06/30/97 DA-COURT ADMINISTRATION-04/01/97-06/30/97 DA-HOT CHECK MODULE-04/01/97-06/30/97 D CLK-CIVIL CASE MANAGEMENT-04/01/97-06/30/97 D. CLK-CRIM. CASE MANAGEMENT-04/01/97-06/30/97 D CLK-JURY CLIENT SUPPORT-04/01/97-06/30/97

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				\$483.00	D CLK-CHILD SUPPORT-01/01/97-06/30/97
				\$2,058.00	CO. S-SHERIFF CLIENT SUPPORT-04/01/97-06/30/97
				\$419.00	CO. TAX-VOTER REGISTRATION-04/01/97-06/30/97
				\$2,382.00	CO TAX-AUTOMATED TAX COLL-04/01/97-06/30/97
				\$518.00	CO TREAS-ACCTS PAYABLE-04/01/97-06/30/97
				\$588.00	CO TREAS-PAYROLL CLIENT SUPP -04/01/97-06/30/97
				\$214.00	CO. TREAS-TREAS REVENUE-04/01/97-06/30/97
				\$305.00	CO. TREAS-BANK RECONCILIATION-04/01/97-06/30/97
62627-AP	04/14/97	THE UNIVERSITY OF TEXAS AT A	\$150.00	\$150.00	CO AUD-REGIST/BEN SHEPPERD, CO AUD(39th INSTITUTE)
62628-AP	04/14/97	THROCKMORTON TRIBUNE	\$74.70	\$74.70	COMM CT-LEGAL NOTICE/SCHOOL MINERAL BIDS
62629-AP	04/14/97	TIMOTHY W HOWES, M D.	\$52.49	\$52.49	IND-TERRY C WELLS/MEDICAL 3/18/97
62630-AP	04/14/97	TJPC	\$40.00	\$40.00	PEER-REGISTRATION/LISA VINES(ISP WORKSHOP)
62631-AP	04/14/97	TRAVIS HATHCOCK	\$20.00	\$20.00	PCT#3-SAND/20 YDS. @ \$1.00
62632-AP	04/14/97	TRI STAR SUPPLY, INC.	\$66.08	\$66.08	PCT#3-FUSES, WIRE TERMINALS, GREASE-SERTS, ETC.
62633-AP	04/14/97	UNCLE VINNIE'S PIZZERIA	\$32.50	\$32.50	B. CT-PIZZA FOR JURY 2/20/97
62634-AP	04/14/97	UNDERWOOD REPORTING	\$1,260.00	\$700.00	D. CT-COURT REPORTING MARCH 10-11-12-13/97
				\$560.00	CO CT-3 1/2 DAYS COURT REPORTING/3/17-18-20-21/97
62635-AP	04/14/97	UPSHUR COUNTY	\$22.25	\$22.25	SUP-REIMBURSE/OTE 3/13/97 BILLING
62636-AP	04/14/97	UPSHUR COUNTY CLERK	\$219.00	\$219.00	R O W-1964-1976/DEEDS
62637-AP	04/14/97	UPSHUR COUNTY FAMILY CLINIC	\$155.00	\$120.00	CO. JAIL-FARON MITCHELL/MEDICAL 2/7; 11/27/97
				\$30.00	CO JAIL-JASON ANDERSON/MEDICAL 2/3/97
				\$40.00	CO. JAIL-RONNIE DALE GILLIAM/MEDICAL 2/19/97
				\$35.00CR	CO JAIL-ACCT#61 CARLENE EASLEY(1/13/97 CREDIT PER SANDIE)
62638-AP	04/14/97	UPSHUR-RURAL ELECTRIC COOP	\$151.34	\$70.52	PCT#3-ACCT#902475306/APRIL 1'97 BILLING
				\$73.13	PCT#1-ACCT#31885226/APRIL 3'97 BILLING
				\$7.69	WASTE-ACCT#10793251/APRIL 3'97 BILLING
62639-AP	04/14/97	VALU-LINE	\$653.78	\$563.99	TELE COMM-ACCT#87390/APRIL 1'97 BILLING
				\$89.79	SUP-REIMBURSE/VALU-LINE 4/1/97 BILLING
62640-AP	04/14/97	VARNADO FEED SERVICE	\$8.70	\$5.45	CO BLDGS-CORN
				\$3.25	CO. BLDGS-SALT

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62641-AP	04/14/97	VINGO FOODS	\$64.48	\$64.48	CO. JAIL-BREAD
62642-AP	04/14/97	VISUAL TECHNIQUES, INC.	\$141.64	\$18.64 \$123.00	COMM CT-LPT PORT SERIAL CARD JUV. PROB-MODEM
62643-AP	04/14/97	W. W. GRAINGER, INC.	\$284.55	\$139.59 \$72.00 \$72.96	CO BLDGS-ACCT#436 80-513-171-1/LIGHTS CO BLDGS-ACCT#436 80-513-171-1/LAMPS CO. BLDGS-ACCT#436 80-513-171-1/LAMPS
62644-AP	04/14/97	WALMART STORE #146	\$100.77	\$25.79 \$19.97 \$12.58 \$20.92 \$16.59 \$4.92	D. CT-ACCT#188/FOAM CUPS, CONES, DR PEPPER CO S-ACCT#188/CABLES CO S-ACCT#188/PHOTO PROCESSING CO S-2 SHOVELS CO. S-BASE CORD, CONVERTER, SUPPLIES CO JAIL-ACCT#149/GREASED LTN
62645-AP	04/14/97	WANDA COSTON	\$71.59	\$71.59	JP#1-REIMBURSE/131mi; STAMPS
62646-AP	04/14/97	WEST PUBLISHING	\$379.00	\$104.00 \$137.50 \$137.50	DA-ACCT#418-844-728/RM-TX LW LD 3.1 1/97 D. JUDGE-ACCT#240-543-314/TX UCC FMS 3D V1&2 DA-ACCT#417-636-300/TX UCC FMS 3D V1&2
62647-AP	04/14/97	WESTERN AUTO ASSOCIATE STORE	\$60.78	\$58.99 \$1.79	PCT#3-BATTERY (FOR UNIT #313) CCP-OFFICE SUPPLIES
62648-AP	04/14/97	WHITE SWAN, NORTH	\$604.15	\$211.02 \$393.13	CO. JAIL-CUST#420711/ASSORTED FOODS CO. JAIL-CUST#420711/ASSORTED FOODS
62649-AP	04/14/97	WINN'S AUTO & TRUCK REPAIR	\$910.41	\$381.54 \$307.66 \$221.21	CO S-REPAIR TODD'S TRASH BUOGY CO S-UNIT#11/GASKET, SEALS, PADS, BELT, LABOR CO. BLDGS-REPLACE BRAKE PADS, SEALS, SHOES, BEARINGS, OIL SWITCH
62650-AP	04/14/97	YAZELL CHEVROLET-OLDS., INC.	\$24.96	\$24.96	PCT#4-CUST#1773/SEAL, CABLE
62651-AP	04/14/97	YOUNG'S HEATING & AIR	\$5,650.00	\$5,650.00	CO LIB-(1)5TON A/C CARRIER UNIT W/5yr. WARRANT, LABOR
62653-AP	HC 04/14/97	BILL & KATHY HIGGINBOTHAM, S	\$1,700.00	\$1,700.00	R. O. W-FM#1845 PARCEL#20 PURCHASE OF LAND
62654-AP	HC 04/14/97	JERRY L. DAVIS	\$775.00	\$775.00	R. O. W-FM#1845 PARCEL#328 PURCHASE OF LAND
62655-AP	HC 04/14/97	GILMER NATIONAL BANK	\$500,000.00	\$200,000.00 \$300,000.00	CD#13228 PURCHASED\$5,61X(70days)TD MATURE 6/23/97 CD#13229 PURCHASED\$5,68X(183days)TD MATURE 10/14/97
62656-AP	HC 04/18/97	DEERE CREDIT, INC	\$9,830.57	\$9,830.57	PCT#1-ACCT#999995326/DN. PAYMENT(JD 310C WHL. LOADER BACKHOE, CAB A. C)

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CO. S-188

CO. S-188

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 04/14/97 thru 04/25/97

PAGE 16

Check #.... HC Date. .. Vendor..... Check Amount. Invoice Amt Invoice Descriptions.....

62657-AP	HC 04/22/97	LONGVIEW LAMINATED PLASTICS	\$141.60	\$141.60	CO TAX-COUNTER TOP IN NEW TAX BUILDING
62658-AP	HC 04/22/97	ARKLA GAS	\$170.09	\$17.48	ROCK BLDG-#0821334069001 04/10/97 BILLING
				\$11.45	PORTER BLDG-#0921336007007 04/14/97 BILLING
				\$32.53	BANK ANNEX-0921336003014 04/14/97
				\$11.45	PCT#3-#0921334261002 04/14/97 BILLING
				\$22.99	LIBRARY-#0821335368006 04/10/97 BILLING
				\$74.19	CTHSE-#0821334321006 04/14/97 BILLING
62659-AP	HC 04/22/97	ROBERT CROMLEY	\$312.00	\$312.00	CO JAIL-EXPENSE MONEY/3 PEOPLE FOR 4 DAYS

Total for AP - ACCOUNTS PAYABLE \$653,965.57

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APR 28 1997

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 04/14/97 thru 04/25/97

PAGE 17

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
399-INS	HC 04/14/97	MANAGED PHARMACY BENEFITS, I	\$17,834.69	\$402.44	GROUP NUMBER 80096; 01/09/97 BILLING REPORT
				\$3,324.19	GROUP #80096; 01/23/97 BILLING REPORT
				\$2,454.40	GROUP #80096; 02/06/97 BILLING REPORT
				\$2,414.62	GROUP #80096; 02/20/97 BILLING REPORT
				\$3,636.18	GROUP #80096; 03/06/97 BILLING REPORT
				\$3,161.83	GROUP #80096; 03/20/97 BILLING REPORT
				\$2,441.03	GROUP #80096; 04/04/97 BILLING REPORT
400-INS	HC 04/14/97	HEALTHCARE PARTNERS	\$19,273.91	\$19,273.91	GROUP UPS01 MONTHLY COSTS 4/1/97
Total for INS - INSURANCE			\$37,108.60		
Grand Total			\$691,074.17		

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

*Borris Lindsey*  
COMMISSIONER PCT#1, BORRIS LINDSEY

*Tommy Stanley*  
COMMISSIONER PCT#4, TOMMY STANLEY

*Rick Jackson*  
COMMISSIONER PCT#3, RICK JACKSON

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

NO A UN RECD  
DATE OF DEPOSIT

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-11-97 Dept. OP#2/452  
 Employee Laura Hollingworth  
 Social Security No. \_\_\_\_\_ Emp ID# 834

X	CHANGES(S)	FROM	TO
	Grade Step	<u>1.5</u>	<u>5.2</u>
	Rate	<u>\$4.90/HR</u>	<u>\$5.50/HR</u>
	Department	<u>499/TAX</u>	<u>452/OP#2</u>
	Position		

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

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

97 APR 14  
 NEW  
 OPEN

Comments: Transferred from Tax Assessor  
Collector to Op #2

Authorized by: [Signature] Date 4-11-97  
 Approved by: \_\_\_\_\_ Date \_\_\_\_\_

### UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date April 4, 1997 Dept. 650/B. Library  
 Employee Peggy Giles  
 Social Security No. \_\_\_\_\_ Emp. ID# 772

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

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

Comments: Longevity 1 year #4/CMO

Authorized by: [Signature]  
 Approved by: \_\_\_\_\_ Date: 4-04-97

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date April 1, 1997 Dept. 560/C. Shuff

Employee Anthony Betterton

Social Security No. \_\_\_\_\_ Emp. ID# 109

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

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

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

Comments. Longevity 14 years \$56/mo

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 4-04-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date April 1, 1997 Dept. 560/Co. Sheriff  
Employee Shelia Harp  
Social Security No \_\_\_\_\_ Emp. ID# 437

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

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

Comments: Longevity 7 years \$28/mo

Authorized by: Christina Harris  
Approved by: \_\_\_\_\_ Date: 4-04-97

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date April 1, 1997 Dept. 560/Cb. Sheriff  
Employee Aary Roberts  
Social Security No. \_\_\_\_\_ Emp. ID# 771

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

REASON(S) FOR THE CHANGE(S)

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

Comments

Longevity 1 year #4/mo

Authorized by

[Signature]

Approved by

Date: 4-04-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date April 1, 1997 Dept. 565/b. Jail  
Employee Billie Darlene Barber  
Social Security No \_\_\_\_\_ Emp. ID# 329

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

REASON(S) FOR THE CHANGE(S)

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

Comments: Longevity 10 years #40/md

Authorized by: [Signature]  
Approved by: \_\_\_\_\_ Date: 4-04-97

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date April 1, 1997 Dept 613/Pct#3  
 Employee Charles Pilkington  
 Social Security No. \_\_\_\_\_ Emp. ID# 774

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

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

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

Comments: Longevity 1 year #4/MD

Authorized by: [Signature]  
 Approved by: \_\_\_\_\_ Date 4-04-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date April 1, 1997 Dept 611/Pct#1

Employee Joel Bullock

Social Security No. \_\_\_\_\_ Emp. ID# 731

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

REASON(S) FOR THE CHANGE(S)

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

APR 1 11:54 AM  
RECEIVED  
FLETC

Comments: Longevity 2 years \$2/mo

Authorized by: Mary Harris  
Approved by: \_\_\_\_\_ Date: 4-04-97

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date April 1, 1997 Dept. 611/Pct # 1

Employee James Stoker

Social Security No. \_\_\_\_\_ Emp. ID# 277

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

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

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

Comments: Longevity 12 years \$48/mo

Authorized by: [Signature]  
Approved by: \_\_\_\_\_ Date 4-04-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date April 1, 1997 Dept. 565/Co. Jail

Employee Ray Helperstill

Social Security No. \_\_\_\_\_ Emp. ID# 462

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

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

Comments: Longevity 6 years \$24/mo

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized by: Regina Morris

Approved by: \_\_\_\_\_ Date: 4-04-97

# TREASURER'S MONTHLY REPORT

BY MYRA HARRIS, COUNTY TREASURER

MARCH 1 THROUGH MARCH 31, 1997

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENTS	TOTAL DEPOSITS
OPERATING ACCOUNT	7,417,279.99	522,026.74	719,262.05	7,220,044.68	1,657,818.28	1,518,143.30	10,726.54	7,209,312.14	7,220,038.68
INSURANCE ACCOUNT	816,847.63	23,362.56	95,363.31	744,846.88	75,000.00	0.00	69,846.88	675,000.00	744,846.88
<b>TOTALS</b>	<b>8,234,127.62</b>	<b>545,389.30</b>	<b>814,625.36</b>	<b>7,964,891.56</b>	<b>1,732,818.28</b>	<b>1,518,143.30</b>	<b>80,573.42</b>	<b>7,884,312.14</b>	<b>7,964,885.56</b>

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**AFFIDAVIT**

The above information is found to be true and correct.

Charles L. Still  
County Judge, Charles L. Still

Goddie Lindsey  
Commissioner, Pct. 1, Goddie Lindsey

Tommy Stanley  
Commissioner, Pct. 2, Tommy Stanley

Rick Jackson  
Commissioner, Pct. 3, Rick Jackson

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

**INDEBTEDNESS**

1991 CERTIFICATES OF OBLIGATION	1,225,000.00
ROAD & BRIDGE #2/WHEEL LOADER	17,407.74
ROAD & BRIDGE #2/TRACTOR & MOWER	10,649.35
ROAD & BRIDGE #2/TRACTOR BACKHOE	19,903.09
ROAD & BRIDGE #1/TRACTOR & MOWER	24,059.85
GILMER NATIONAL BANK PROPERTY	214,009.19
<b>TOTAL INDEBTEDNESS</b>	<b>1,511,029.22</b>

(INVESTMENT REGISTER ON BACK)

FILED  
 REX A SHAW  
 COUNTY CLERK  
 97 APR 14 PM 2:41  
 1997

Submitted under the provision of the Local Government Code Section 114.026

Myra Harris  
Myra Harris, County Treasurer

INVESTMENT REGISTER AS OF 03/31/97

VOL 47 PG 949

	\$ INVESTED	% RATE	MATURITY DATE	DAYS
UPSHUR COUNTY OPERATING CD#12353	300,000.00	5.63%	04/09/97	365
UPSHUR COUNTY OPERATING CD#12781	300,000.00	5.49%	04/14/97	180
UPSHUR COUNTY OPERATING CD#12825	500,000.00	5.46%	05/12/97	181
UPSHUR COUNTY OPERATING CD#12973	400,000.00	5.42%	04/30/97	114
UPSHUR COUNTY OPERATING CD#12975	575,000.00	5.49%	07/07/97	182
UPSHUR COUNTY OPERATING CD#13003	450,000.00	5.49%	07/28/97	192
UPSHUR COUNTY OPERATING CD#13019	500,000.00	5.50%	08/11/97	195
UPSHUR COUNTY OPERATING CD#13027	475,000.00	5.50%	08/11/97	192
UPSHUR COUNTY OPERATING CD#13045	500,000.00	5.52%	02/09/98	369
UPSHUR COUNTY OPERATING CD#13046	300,000.00	5.46%	08/25/97	201
UPSHUR COUNTY OPERATING CD#13060	500,000.00	5.38%	05/27/97	103
UPSHUR COUNTY OPERATING CD#13102	400,000.00	5.34%	06/09/97	101
UPSHUR COUNTY OPERATING CD#13128	500,000.00	5.56%	09/15/97	185
UPSHUR COUNTY OPERATING CD#13165	200,000.00	5.56%	09/29/97	192
UPSHUR COUNTY OPERATING CD#13175	250,000.00	5.71%	09/29/97	182

TOTAL OPERATING FUND 6,150,000.00

TOTAL INVESTMENTS 7,884,312.14

	\$ INVESTED	% RATE	MATURITY DATE	DAYS
UPSHUR COUNTY PERMANENT SCHOOL CD#12824	1,016,168.84	5.46%	05/12/97	181
UPSHUR COUNTY AVAILABLE SCHOOL CD#13159	43,143.30	5.42%	03/18/97	63

TOTAL SCHOOL FUNDS 1,059,312.14

UPSHUR COUNTY INSURANCE CD#12812	100,000.00	5.53%	04/29/97	180
UPSHUR COUNTY INSURANCE CD#13014	440,000.00	5.50%	07/28/97	181
UPSHUR COUNTY INSURANCE CD#13047	75,000.00	5.39%	05/22/97	106
UPSHUR COUNTY INSURANCE CD#13103	60,000.00	5.34%	06/09/97	101

TOTAL INSURANCE FUND 675,000.00

# TREASURER'S QUARTERLY REPORT

## BY MYRA HARRIS, COUNTY TREASURER

FROM JANUARY 1 TO MARCH 31, 1997 INCLUSIVE

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	DEMAND BALANCE	INVESTMENTS	TOTAL DEPOSITS
Upshur County Operating Fund	5,599,421.51	3,939,533.98	2,318,816.81	7,220,138.68	10,726.54	7,209,312.14	7,220,038.68
Upshur County Insurance Account	636,092.72	257,035.74	148,281.58	744,846.88	69,846.88	675,000.00	744,846.88
<b>TOTALS</b>	<b>6,235,514.23</b>	<b>4,196,569.72</b>	<b>2,467,098.39</b>	<b>7,964,985.56</b>	<b>80,573.42</b>	<b>7,884,312.14</b>	<b>7,964,885.56</b>

### LIST OF ALL SECURITIES AND INDEBTEDNESS

INDEBTEDNESS		C.D.'S	MATURITY DATE	DAYS
1991 CERTIFICATED OF OBLIGATION	1,225,000.00	UPSHUR COUNTY OPERATING CD#12353	300,000.00 5.63%	04/09/97 365
ROAD & BRIDGE #2/WHEEL LOADER	17,407.74	UPSHUR COUNTY OPERATING CD#12781	300,000.00 5.49%	04/14/97 180
ROAD & BRIDGE #2/TRACTOR & MOWER	10,649.35	UPSHUR COUNTY OPERATING CD#12825	500,000.00 5.46%	05/12/97 181
ROAD & BRIDGE #2/TRACTOR BACKHOE	19,903.09	UPSHUR COUNTY OPERATING CD#12973	400,000.00 5.42%	04/30/97 114
ROAD & BRIDGE #1/TRACTOR & MOWER	24,059.85	UPSHUR COUNTY OPERATING CD#12975	575,000.00 5.49%	07/07/97 182
GILMER NATIONAL BANK PROPERTY	214,009.19	UPSHUR COUNTY OPERATING CD#13003	450,000.00 5.49%	07/28/97 192
		UPSHUR COUNTY OPERATING CD#13019	500,000.00 5.50%	08/11/97 195
		UPSHUR COUNTY OPERATING CD#13027	475,000.00 5.50%	08/11/97 192
		UPSHUR COUNTY OPERATING CD#13045	500,000.00 5.52%	02/09/98 369
		UPSHUR COUNTY OPERATING CD#13046	300,000.00 5.46%	08/25/97 201
		UPSHUR COUNTY OPERATING CD#13060	500,000.00 5.38%	05/27/97 103
		UPSHUR COUNTY OPERATING CD#13102	400,000.00 5.34%	06/09/97 101
		UPSHUR COUNTY OPERATING CD#13128	500,000.00 5.56%	09/15/97 185
		UPSHUR COUNTY OPERATING CD#13165	200,000.00 5.56%	09/29/97 192
		UPSHUR COUNTY OPERATING CD#13175	250,000.00 5.71%	09/29/97 182
		UPSHUR COUNTY PERMANENT SCHOOL CD#12824	1,016,168.84 5.46%	05/12/97 181
		UPSHUR COUNTY AVAILABLE SCHOOL CD#13159	43,143.30 5.56%	10/14/97 210
		UPSHUR COUNTY INSURANCE CD#12812	100,000.00 5.53%	04/29/97 180
		UPSHUR COUNTY INSURANCE CD#13014	440,000.00 5.50%	07/28/97 181
		UPSHUR COUNTY INSURANCE CD#13047	75,000.00 5.39%	05/22/97 106
		UPSHUR COUNTY INSURANCE CD#13103	60,000.00 5.34%	06/09/97 101
<b>TOTAL INDEBTEDNESS</b>	<b>1,511,029.22</b>	<b>TOTAL INVESTMENTS</b>	<b>7,884,312.14</b>	

VOL 47 PG 950

THE STATE OF TEXAS )  
COUNTY OF UPSHUR )

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



Myra Harris, County Treasurer

SWORN TO AND SUBSCRIBED before me this 11th day of APRIL, 1997.

Rex Shaw, Clerk  
County Court, Upshur County, Texas

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

Charles L. Still  
County Judge

Rick Jackson  
Commissioner, Precinct No. 3

Gaddis Lindsey  
Commissioner, Precinct No. 1

Charles K. Thompson  
Commissioner, Precinct No. 4

Tommy Stanley  
Commissioner, Precinct No. 2

SUBSCRIBED AND SWORN TO Before me, this 14th day of APRIL, A.D. 1997.

FILED  
REX SHAW  
COUNTY CLERK  
97 APR 14 PM 4:42  
BY \_\_\_\_\_

Rex Shaw  
County Clerk, Upshur County, Texas

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



**UPSHUR COUNTY EMERGENCY MANAGEMENT  
AND CIVIL DEFENSE**  
GILMER, TEXAS 75644

April 3, 1997

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

Re: Joint Emergency Management Plan with City of Gilmer

Dear Judge Still,

Enclosed is a joint resolution with Upshur County passed by the City of Gilmer which you and the County Clerk should sign. You and Mayor Dean should sign page 18 of the plan which is attached.

Finally, you and the Commissioners need to execute a new Court Order to update the one attached.

After the above is done, please execute a new DEM notification form which is attached.

The DEM Regional Liaison Officer, Michael Brock in Tyler was out today, but I have left word for him to call to advise if we've left anything out, and we'll be in touch with you.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David P. Mooney".

David P. Mooney  
Coordinator

DPM:  
Encls.

cc: Michael Brock

FILED  
REX A. S. LAW  
COUNTY CLERK  
97 APR 14 PM 2:41  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_

RESOLUTION NO. 97-002

**JOINT RESOLUTION**

**WHEREAS**, the City of Gilmer and Upshur County by Commissioners Court have established similar programs of comprehensive emergency management which includes the mitigation, preparedness response and recovery phases of emergency management; and

**WHEREAS**, the City and County find that vulnerability to many potential hazards is shared by residents of Gilmer and the unincorporated portions of Upshur County; and

**WHEREAS**, the City and County further finds that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the City and the County; and

**WHEREAS**, the contemplated action is specifically authorized by the City Council and Commissioners Court;

**THEREFORE, BE IT RESOLVED** that there is hereby established the Upshur County Emergency Management organization which shall consist of the officers and employees of the City and of the County as designated in an interjurisdictional emergency management plan, together with such organized volunteer groups as that plan may specify; and

**BE IT FURTHER RESOLVED** that the Mayor of The City of Gilmer and the Upshur County Judge shall mutually appoint an Emergency Management Coordinator to coordinate all aspects of the Gilmer/Upshur County program of comprehensive emergency management, including the preparation and maintenance of an interjurisdictional emergency management plan for the City of Gilmer and Upshur County in accordance with this resolution.

RESOLVED this the 25 day of January, 1997.

\_\_\_\_\_  
Mayor, City of Gilmer

\_\_\_\_\_  
County Judge, Upshur County

ATTEST:

*John E. Stanford*  
City Secretary

*Rev. Shaw*  
County Clerk

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 2:41  
CLERK  
BY \_\_\_\_\_ TERRY

**E. Consumer Protection**

Consumer complaints pertaining to alleged unfair or illegal business practices will be referred to the State Attorney General's Consumer Protection Division.

**X. PLAN DEVELOPMENT, MAINTENANCE, AND IMPLEMENTATION**

- A. If a plan is to be effective, its contents must be known and understood by those who are responsible for its implementation. The Director/Coordinator will brief the appropriate public/private officials concerning their role in emergency management and ensure proper distribution of the plan and changes.
- B. All agencies will be responsible for the development and maintenance of their respective annexes and SOPs identified in SECTION V, Organization and Assignment of Responsibilities.
- C. The Director/Coordinator will be responsible for insuring that an annual review of the plan is conducted by all officials involved and that the plan is recertified biennially by the chief elected officials of Upshur County.
- D. The plan will be updated, as necessary, based upon deficiencies identified by drills and exercises, changes in local government structure, technological changes, etc. The Director/Coordinator will incorporate approved changes to the plan and will forward changes to all organizations and individuals identified as having responsibility for implementation. Revised pages will be dated and marked to show where changes have been made. The plan will be activated at least once a year in the form of a simulated emergency in order to provide practical experience to those having EOC responsibilities.
- E. This plan supercedes and rescinds all previous editions of the Upshur County Emergency Management Plan and is effective upon signing by the County Judge. If any portion of this plan is held invalid by judicial or administrative ruling, such ruling shall not affect the validity of the remaining portions of the plan.
- F. Failure to comply with the provisions of this plan, or with a rule, order, or ordinance adopted under this plan, may be punishable by a fine not to exceed \$1,000.

\_\_\_\_\_  
Mayor, City of Gilmer

  
\_\_\_\_\_  
Upshur County Judge

\_\_\_\_\_  
Date

NOTIFICATION FORM

EMERGENCY MANAGEMENT DIRECTOR/COORDINATOR APPOINTMENT  
DEM-147

This form should be used to notify the Division of Emergency Management (DEM) of the person responsible for the operation of the local emergency management program. All information should be typed or printed.

If the emergency management agency is an inter-jurisdictional organization and the same person has been appointed coordinator for two or more jurisdictions within the County, the Judge and all the affected Mayors must sign this form. Additional signature blocks are on the reverse side of this form.

Return to:

State Coordinator  
Division of Emergency Management  
Texas Department of Public Safety  
Box 4087  
Austin, Texas 78773-0001

Any questions should be directed to the Public Information Officer at (512) 465-2138.

NOTICE TO LAW ENFORCEMENT OFFICERS. This information may be made available to the public under the Texas Open Records Act. DO NOT include your home address or telephone number.

JUDGE'S/MAYOR'S Name \_\_\_\_\_  
 (circle one)  
 Jurisdiction \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City/ZIP \_\_\_\_\_  
 OFFICE Phone \_\_\_\_\_

SELECT ONE:

- I have not appointed a coordinator and will personally direct the emergency management program for this jurisdiction.
- I have appointed/reappointed (circle one) an Emergency Management Coordinator (EMC) to conduct the emergency management program for this jurisdiction. Effective date of appointment is \_\_\_\_\_

Complete the following:

Coordinator's Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 OFFICE Mailing Address \_\_\_\_\_  
 City/ZIP \_\_\_\_\_  
 OFFICE Phone \_\_\_\_\_  
 FAX Phone \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Judge's or Mayor's Signature *Charles E. Miller*



ATTACHMENT 2

State and Local Legal Documents

Tab 1 - UPSHUR COUNTY COMMISSIONERS COURT RESOLUTION

BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS, ESTABLISHING A PROGRAM INCLUDING MITIGATION, PREPAREDNESS, RESPONSE AND RECOVERY PHASES OF COMPREHENSIVE EMERGENCY MANAGEMENT; ACKNOWLEDGING THE OFFICE OF EMERGENCY MANAGEMENT DIRECTOR; AUTHORIZING THE APPOINTMENT OF AN EMERGENCY MANAGEMENT COORDINATOR; AND PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THOSE OFFICES; IDENTIFYING AN OPERATIONAL ORGANIZATION; GRANTING NECESSARY POWERS TO COPE WITH ALL PHASES OF EMERGENCY MANAGEMENT WHICH THREATEN LIFE AND PROPERTY IN THE COUNTY OF UPSHUR; AUTHORIZING COOPERATIVE AND MUTUAL AID AGREEMENTS FOR RELIEF WORK BETWEEN THIS AND OTHER CITIES OR COUNTIES AND FOR RELATED PURPOSES.

WHEREAS, the Commissioners Court of the County of UPSHUR finds that the identification of potential hazards and the prevention or mitigation of their effects must be an on-going concern of the County if the lives and property of the populace are to be protected; and

WHEREAS, the Commissioners Court declares that the preparation of a Comprehensive Emergency Management plan, and the means for its implementation, for the protection of lives and property in the County of UPSHUR from natural or man-caused disasters or threat thereof is immediately essential; and

WHEREAS, the Commissioners Court further finds that in times of disasters which may imperil the safety of the inhabitants of the County, or their property, it becomes necessary to effectuate and place into operation the pre-conceived plans and preparations with a minimum of delay; and

WHEREAS, the Commissioners Court finds, therefore, that the preparation, and implementation of such plans are now imperative;  
BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS:

Section 1. ORGANIZATION

There exists the office of Emergency Management Director of the County of UPSHUR, which shall be held by the County Judge in accordance with state law.

- (a) An Emergency Management Coordinator may be appointed by and serve at the pleasure of the Director;
- (b) The Director shall be responsible for a program of comprehensive emergency management within the county and for carrying out the duties and responsibilities set forth in this court order. He/she may delegate authority for execution of these duties to the Coordinator, but ultimate responsibility for such execution shall remain with the Director.

- (c) The operational Emergency Management organization of the County of UPSHUR shall consist of the officers and employees of the County so designated by the Director in the emergency management plan, as well as organized volunteer groups. The functions and duties of this organization shall be distributed among such officers and employees in accordance with the terms of the emergency management plan.

**Section 2. EMERGENCY MANAGEMENT DIRECTOR - POWERS AND DUTIES**

The duties and responsibilities of the Emergency Management Director shall include the following:

- (a) Conduct an on-going survey of actual or potential hazards which threaten life and property within the county and an on-going program of identifying and requiring or recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur.
- (b) Supervision of the development and approval of an emergency management plan for the County of UPSHUR, and shall recommend for adoption by the Commissioners Court all mutual aid arrangements deemed necessary for the implementation of such plan.
- (c) Authority to declare a local state of disaster. The declaration may not be continued or renewed for a period in excess of 7 days except by or with the consent of the Commissioners Court. Any order or proclamation declaring, continuing, or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.
- (d) Issuance of necessary proclamations, regulations or directives which are necessary for carrying out the purposes of this Court Order. Such proclamations, regulations, or directives shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and, unless circumstances attendant on the disaster prevent or impede, promptly filed with the County Clerk.
- (e) Direction and control of the operations of the UPSHUR County Emergency Management organization as well as the training of Emergency Management personnel.
- (f) Determination of all questions of authority and responsibility that may arise within the Emergency Management organization of the County.
- (g) Maintenance of liaison with other municipal, county, district, state, regional or federal, Emergency Management organizations.
- (h) Marshaling of all necessary personnel, equipment or supplies from any department of the County to aid in the carrying out of the provisions of the emergency management plan.

- (i) Supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the state and of other local political subdivisions of the state, and the drafting and execution, if deemed desirable, of an agreement with the cities located in UPSHUR County for the county-wide coordination of Emergency Management efforts.
- (j) Supervision of, and final authorization for the procurement of all necessary supplies and equipment, including acceptance of private contributions which may be offered for the purpose of improving Emergency Management within the County.
- (k) Authorizing of agreements, after approval by the County Attorney, for use of private property for public shelter and other purposes.
- (l) Survey of the availability of existing personnel, equipment, supplies and services which could be used during a disaster, as provided for herein.
- (m) Other requirements as specified in Texas Disaster Act 1975 (V.T.C.S. Article 6809-7).

### Section 3. EMERGENCY MANAGEMENT PLAN

A comprehensive Emergency Management Plan shall be developed and maintained in a current state. The plan shall set forth the form of the organization, establish and designate divisions and functions, assign responsibilities, tasks, duties, and powers, and designate officers and employees to carry out the provisions of this order. As provided by state law, the plan shall follow the standards and criteria established by the State Division of Emergency Management of the State of Texas. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the State Division of Emergency Management. When approved, it shall be the duty of all departments and agencies to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness at all times. The emergency management plan shall be considered supplementary to this order and have the effect of law during the time of a disaster.

### Section 4. INTERJURISDICTIONAL PROGRAM

The County Judge is hereby authorized to join with the mayors of the cities in UPSHUR County in the formation of an Emergency Management Council for the County of UPSHUR and shall have the authority to cooperate in the preparation of a joint emergency management plan and in the appointment of a joint Emergency Management Coordinator, as well as all powers necessary to participate in a county-wide program of emergency management insofar as said program may affect the County of UPSHUR.

### Section 5. OVERRIDE

At all times when the orders, rules, and regulations made and promulgated pursuant to this order shall be in effect, they shall supersede and override all existing ordinances, orders, rules, and regulations insofar as the latter may be inconsistent therewith.

**Section 6. LIABILITY**

This order is an exercise by the County of its governmental functions for the protection of the public peace, health, and safety and neither the County of UPSIUR, the agents and representatives of said County, nor any individual, receiver, firm, partnership, corporation, association, or trustee, nor any of the agents thereof, in good faith carrying out, complying with or attempting to comply with, any order, rule, or regulation promulgated pursuant to the provisions of this order shall be liable for any damage sustained to persons as the result of said activity. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the County of UPSIUR a license of privilege, or otherwise permits the County to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending or practice enemy attack or natural or man-made disaster shall, together with his successors in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

**Section 7. COMMITMENT OF FUNDS**

No person shall have the right to expend any public funds of the County in carrying out any Emergency Management activity authorized by this order without prior approval by the Commissioners Court, nor shall any person have any right to bind the County by contract, agreement or otherwise without prior and specific approval of the Commissioners Court unless during a declared disaster. During a declared disaster, the County Judge may expend and/or commit public funds of the County when deemed prudent and necessary for the protection of health, life, or property.

**Section 8. OFFENSES**

- (a) It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of the Emergency Management organization in the enforcement of any rule or regulation issued pursuant to this order, or to do any act forbidden by any rule or regulation issued pursuant to the authority contained in this order.
- (b) It shall likewise be unlawful for any person to wear, carry or display any emblem, insignia or any other means of identification as a member of the Emergency Management organization of the County of UPSIUR, unless authority to do so has been granted to such person by the proper officials.

Section 9. SEVERABILITY

If any portion of this order shall, for any reason, be declared invalid such, invalidity shall not affect the remaining provisions thereof.

Section 10. LIMITATIONS

This order shall not be construed so as to conflict with any State or Federal statute or with any military or naval order, rule, or regulation.

Section 11. REPEALER

All orders, parts of orders, or resolutions in conflict herewith are expressly repealed.

READ AND APPROVED on first reading this the 13<sup>th</sup> day of June, 1988.

READ, APPROVED AND ADOPTED on second reading this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

[Signature]  
County of UPSHUR, County Judge  
Gilmer, Texas

[Signature]  
Commissioner, Precinct One

[Signature]  
Commissioner, Precinct Two

[Signature]  
Commissioner, Precinct Three

[Signature]  
Commissioner, Precinct Four

ATTEST:

[Signature]  
County Clerk

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF DIANA WATER SUPPLY CORPORATION, AUTHORIZING THE SUBMISSION OF A 1997 TEXAS COMMUNITY DEVELOPMENT PROGRAM APPLICATION FOR COMMUNITY DEVELOPMENT FUNDS BY THE COUNTY OF UPSHUR TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, ON THE CORPORATION'S BEHALF, AND AUTHORIZING THE BOARD'S PRESIDENT TO ACT AS THE CORPORATION'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CORPORATION'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT PROGRAM.

WHEREAS, the Board of Directors of Diana Water Supply Corporation desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income, and

WHEREAS, certain conditions exist which represent a threat to the health and safety of low and moderate income persons, and

WHEREAS, lacking the legal status to submit it's own application, it is necessary that Diana Water Supply Corporation request that an application for TCDP funding under the Texas Community Development Program be submitted on the Corporation's behalf by the County of Upshur, a general purpose unit of local government,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DIANA WATER SUPPLY CORPORATION

1. That the County of Upshur is hereby requested and authorized to submit a 1997 Texas Community Development Program application for Community Development Funds on behalf of the Corporation with the Texas Department of Housing and Community Affairs
2. That the County's application be placed in competition for funding under the Community Development Fund.
3. That the County's application be for \$250,000 of grant funds to carry out water improvements and related project engineering activities
4. That the Board directs and designates its President as the Corporation's Chief Executive Officer and authorized representative to act in all manners in connection with this application and the Corporation's participation in the Texas Community Development Program.
5. That the Corporation commit to furnish \$29,000 of Corporation funds to the County of Upshur as a cash contribution to be matched with Texas Community Development Program funds for water improvements and the general administration of the project.

Passed and approved this 11 day of April, 1997.

James T. Watson, Jr.  
President

Billy E. Fitzgerald  
Secretary

**GARY R. TRAYLOR & ASSOCIATES INCORPORATED**  
*Governmental Consultants and Planners*

*Serving Political Subdivisions  
Throughout Texas*

*Of Counsel:  
Mr. Thomas E. Barber*

April 7, 1997

Ms. Sara Dumas  
Economic Development Director  
Upshur County  
P. O. Box 788  
Gilmer, Texas 75644

Re: TCDP Application

Dear Ms. Dumas:

Enclosed is a special Resolution which must be approved by your Governing Body and returned to me for inclusion with your TCDP grant application.

It is essential that the importance of contributing local matching funds be understood. Sixty (60) points of the State's 350 maximum points are entirely dependent on the amount of your local match. In assigning local match scores, TDHCA has established different percentages for match according to applicant population (1990 Census) which will entitle the applicant to all 60 points in this category, as follows:

<u>Population</u>	<u>Match Percentage</u>	<u>Points</u>
under 750	5%	60
751 - 1,500	10%	60
1,501 - 5,000	15%	60
over 5,000	20%	60

FILED  
EX. A  
APR 14 PM 2:43

The total Project Budget for your TCDP application is \$279,000. Based on (1) this budget, and (2) the maximum amount of grant funds available (\$250,000) established by the Regional Review Committee in your region, it will be necessary for you to inject \$29,000 in matching funds to complete the project and to entitle your application to 60 points under this important scoring category.

D2A-D13s *Funding Research / Application Preparation / Grant Procurement / Government Liaison / Grant Administration  
Financial Management / Hud Programs / TDOC Programs / Economic Development / Cost/Revenue Analysis / Utility Rate Studies*

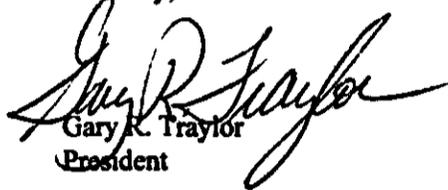
201 CAMBRIDGE ROAD / PO BOX 7035 / TYLER, TEXAS 75711-7035 / TELEPHONE (903) 581-0500 / FAX (903) 581-4245  
PYRAMID PLAZA BUILDING, SUITE 350 / 3223 LOOP 289 / LUBBOCK, TEXAS 79423-1334 / TELEPHONE (806) 793-1823 / FAX (806) 795-7411

Page 2

(a)		(b)		(c)	
Project Budget	=	TCDP Grant Requested	+	Local Match	= Match Points
\$279,000	=	\$250,000	+	\$29,000	= 60 pts.

The Resolution must be included in your application when it is submitted to TDHCA so please mail two (2) original signed/sealed copies to our office the day immediately following your meeting.

Sincerely,



Gary K. Traylor  
President

Enclosures: 3 copies Resolution  
Table 2 - Budget Justification  
Project Map

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR COMMUNITY DEVELOPMENT FUNDS; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT PROGRAM.

WHEREAS, the Commissioners Court of Upshur County desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

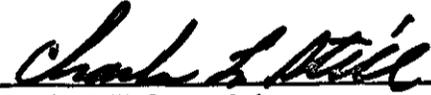
WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

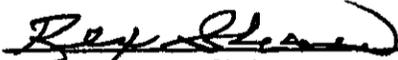
WHEREAS, it is necessary and in the best interests of Upshur County to apply for funding under the Texas Community Development Program;

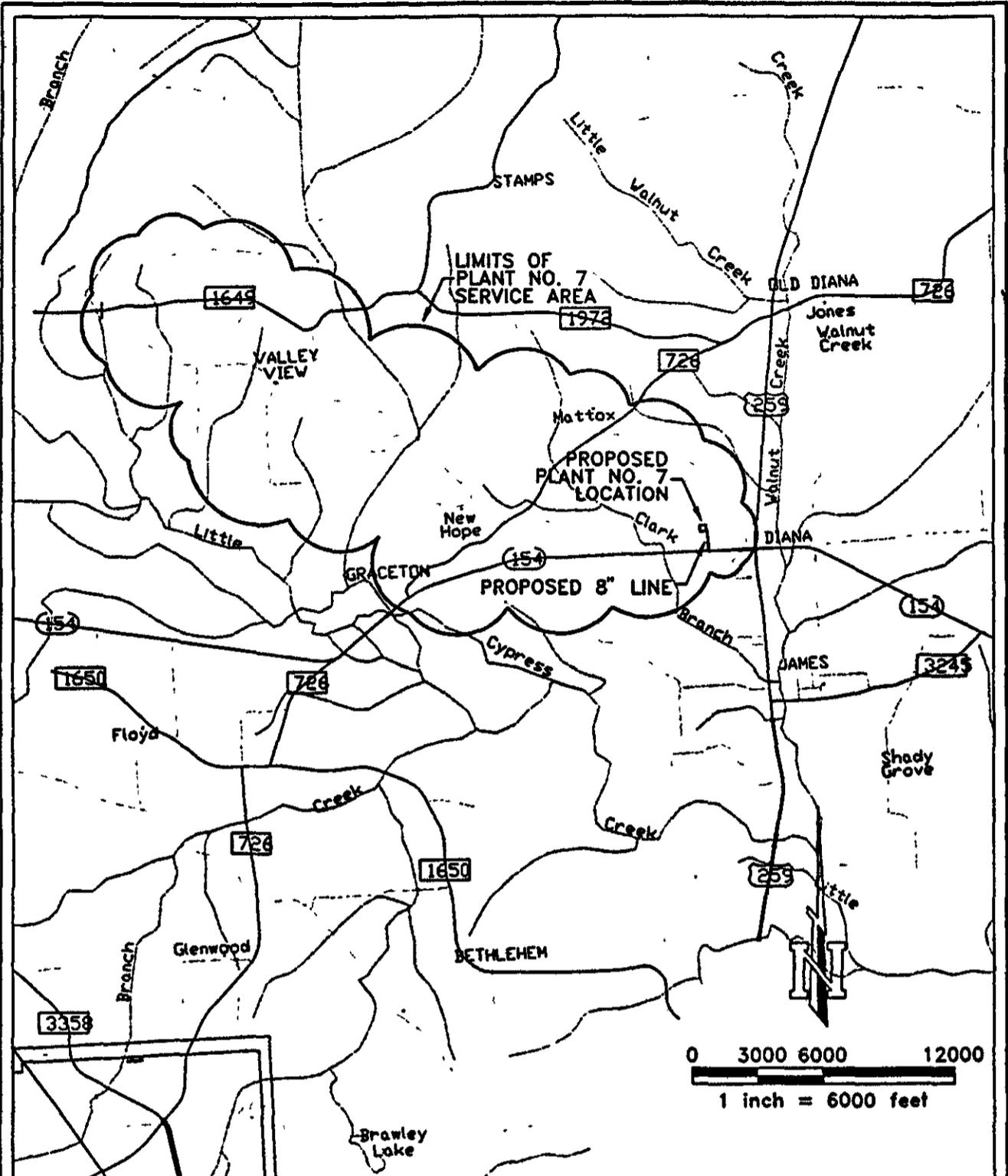
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS;

1. That a Texas Community Development Program application for Community Development Funds is hereby authorized to be filed on behalf of the County with the Texas Department of Housing and Community Affairs.
2. That the County's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$250,000 of grant funds to carry out water improvements and related project engineering activities.
4. That the Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with the County's participation in the Texas Community Development Program.
5. That the County commit on behalf of Diana Water Supply Corporation, \$29,000 as a cash contribution to be matched with Texas Community Development Funds to be used for water improvements and the general administration of the project.

Passed and approved this 14th day of April, 1997.

  
Charles Still, County Judge

  
Rex Shaw, County Clerk



**LKSA ENGINEERS, INC.**  
 ENGINEERS - ARCHITECTS - SURVEYORS  
 140 E. TYLER ST., SUITE 600  
 LONGVIEW, TEXAS 75606-1562  
 (903) 236-7700

DIANA W.S.C.  
 T.C.D.P. PROJECT  
 WATER SYSTEM IMPROVEMENTS

MAP OF PROPOSED  
 SYSTEM IMPROVEMENTS

**TABLE 2 - BUDGET JUSTIFICATION  
WATER SYSTEM IMPROVEMENTS  
DIANA WATER SUPPLY CORPORATION**

VOL 47 PG 968

A ACTIVITY	B LABOR OR UNIT PRICE	C MATERIALS OR NO. OF UNITS	D TOTAL CONSTRUCTION COSTS (\$)	E ACQUISITION	F ENGINEERING/ ARCHITECTURAL COSTS	G TOTAL ACTIVITY COST (\$)	H ANNUAL PROJECTED O&M COSTS (\$) <small>Source of Funds</small>
<b><u>WATER DISTRIBUTION SYSTEM</u></b>							
1. 8 inch water line	18 00	1,000 L.F.	18,000.00				100.00
2. highway crossing	100 00	100 L.F.	10,000 00				
3. 100,000 gallon Ground Storage Tank	75,000 00	1 LS.	75,000.00				200 00
4. 4 - 250 gpm tube pumps	35,000 00	1 LS	35,000.00				500 00
5. electrical controls	30,000 00	1 LS	30,000 00				
6. chlorination system w/ fiberglass building	16,000 00	1 EA.	16,000.00				300 00
7. 10,000 gallon Pressure Tank	26,000 00	1 EA.	26,000.00				200.00
<b>TOTAL CONSTRUCTION</b>			<b>\$216,000.00</b>				<b>Projected Costs:</b>
<b><u>ENGINEERING</u></b>							
1. Basic Engineering					24,000 00		
2. Design Surveying					3,000.00		
3. Project Representative					9,000.00		
4. Printing Plans & Specifications					1,000 00		
5. Geotechnical Report					2,500 00		
6. Materials Testing					1,500.00		
<b>TOTAL ENGINEERING</b>					<b>41,000.00</b>		
<b>TOTAL ACTIVITY</b>						<b>281,000.00</b>	
<b>TOTAL O&amp;M</b>							<b>1,300.00</b>

*Joncie H. Young, Jr.*  
Signature of Registered Professional Engineer/Architect Responsible for Budget Justification

Phone Number (903) 236-7700

Date 4/4/97



**PROCLAMATION**

WHEREAS, the Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April, 1997 designed to reinforce the Department's commitment to the concept of Fair Housing and Equal Opportunity; and,

WHEREAS, Upshur County affirmatively supports federal objectives related to Fair Housing and Equal Opportunity.

NOW, THEREFORE, I, Charles L. Still, County Judge of Upshur County, Texas, do hereby proclaim the month of April, 1997 as:

**"FAIR HOUSING MONTH"**

and urge all local officials and public and private organizations to give full and requisite consideration to this timely and important policy component.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Upshur County to be affixed this the 14th day of April, 1997.



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

D17A-D4

File

### UPSHUR COUNTY COMPUTER FIBER OPTIC LINE PROPOSALS

COMPANY	PROPOSAL
GENERAL TELEPHONE	\$24,152.01
GILMER CABLE TELEVISION CO.	\$10,516.13
ETEX TELEPHONE COMPANY	\$ 7,609.75

This was an estimate on the cable cost and did not include running the cable between the buildings. We would have to contract with another company for actually running the cable between the buildings and then ETEX would terminate the ends in the buildings.

SWEPCO stated they do not run cables.

UPSHUR RURAL ELECTRIC stated they do not run Fiber.

GENERAL TELEPHONE and ETEX proposals exclude pole rental with SWEPCO that we could contract ourselves with SWEPCO at \$150 contract administration fee and then \$10 per pole annual rental fee. There are approximately 9 to 10 poles between all our buildings.

GILMER CABLE TELEVISION's proposal is installing the fibers on SWEPCO poles and existing strand owned by Gilmer Cable Television and monthly maintenance of \$11.80 per month to cover expenses.

THE SOFTWARE GROUP had gotten a quote on wireless of \$21,500.

FILED  
 REX A SHAW  
 COUNTY CLERK  
 97 APR 14 PM 2:43  
 UPS ... J.L.D.  
 BY \_\_\_\_\_

# BULFINCH CUSTODIAL SERVICE

Rt. 9, Box 675 • Gilmer, Texas 75644 • (903) 734-5938

VOL 41 PG 971

(REVISE)

UPSHUR COUNTY CONTRACT  
COUNTY TAX ASSESSOR BLDG.

Bulfinch Custodial would like to extend our services into your County Tax Assessor Bldg. This can be covered by the existing contract. We can start April 7, 1997.

Monthly \$880.84

Yearly \$10,570.08

I have talk to Mr Smith, He said the upstairs should only need cleaning once a week, it will be done every Friday. All rest rooms will be done daily.

A revised bill for the month of April will be ~~\$755.10~~  
500.00

*Charles L Still* 4-14-97  
CHARLES L STILL DATE  
UPSHUR COUNTY JUDGE

*Debra Bulfinch*  
BULFINCH CUSTODIAL SER. DATE

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 4:44  
UPSHUR COUNTY TX

(PLEASE ATTACH THIS COPY TO THE ORIGINAL CONTRACT.)

VOL 47 PG 972

**NOTICE TO BIDDERS**

UPSHUR COUNTY COMMISSIONERS COURT WILL OPEN BIDS MONDAY, APRIL 14, 1997, AT 9:00 A.M. FOR THE PURCHASE OF THE FOLLOWING:

**ASPHALT SURFACE TREATMENT (SLURRY SEAL)  
FOR COUNTY ROADS**

BID SPECIFICATIONS MAY BE OBTAINED FROM UPSHUR COUNTY AUDITOR'S OFFICE, THIRD FLOOR, UPSHUR COUNTY COURTHOUSE, OR BY CALLING 903-843-4001, OR BY CALLING THE OFFICE OF CHARLES STILL, COUNTY JUDGE, AT 903-843-4003.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ALL OR PART OF ANY BID AND TO AWARD THE BID TO THE LOWEST RESPONSIBLE BIDDER.

**CHARLES STILL  
COUNTY JUDGE**

Post-It® Fax Note	7671	Date	# of pages ▶
To	John Marek	From	K. East
Co./Dept	East Tr. Paving	Co	Washer County
Phone #		Phone #	843-4001
Fax #	972-875-2245	Fax #	903-843-5492

PROPOSAL

East Texas Paving Company, Inc.  
 800 East Milam, Ennis, Texas 75119  
 Ph (972) 875-2471 Fax (972) 875-2245

Date 4-8-97

Order No.

TO:  
 County Auditor  
 Upshur County  
 Gilmer, TX 75644

Job Location:  
 Various County  
 Roads

Job Description	Quantity	Unit Price	Amount
We propose to furnish all necessary labor equipment & materials to apply an asphalt slurry seal according to the attached specifications. The Bid Price is: Eighty-two Cents Per Square Yard.			
TOTAL	SQ. YD.	0.82	0.82

FILED  
 REX A. SMITH  
 COUNTY CLERK  
 97 APR 14 PM 2:43  
 BY \_\_\_\_\_  
 TEPHNY

East Texas Paving Co, Inc  
 J. J. Mank, Pres.

**INVITATION FOR BID  
ASPHALT SURFACE TREATMENT**

**ASPHALT SURFACE TREATMENT**

**SCOPE OF WORK:** It is the declared and acknowledged intention and meaning of these contract documents to provide Asphalt Surface Treatment on various county roads. All work to be performed in a professional manner and all materials furnished in strict conformity with the contract documents. Contractor shall supply The Forum with project schedule with no interruption of work longer than five days without The Forum's approval.

**WARRANTY PERIOD:** The contractor will be responsible to replace at his expense any surfacing which proves defective within twelve (12) months following application.

**MEASUREMENT AND PAYMENT:** Asphalt Surface Treatment will be measured by the square yard and paid for by the unit price bid which shall be full compensation for all for cleaning and sprinkling the existing surface, for furnishing, preparing, hauling and placing all materials, rolling and brooming, all freight involved and for all manipulations, labor, tools, equipment and incidentals necessary to complete all work involved in the surfacing work as noted in these specifications.

**ASPHALT SLURRY SEAL:** The asphalt slurry seal surface shall consist of a mixture of emulsified asphalt, mineral aggregate and water; proportioned, mixed and spread evenly on the surface as specified herein and as directed by an authorized representative of the buyer.

The emulsified asphalt shall conform to the requirement of ASTM D2397 specification for Cationic Emulsified Asphalt.

The mineral aggregate shall consist of crushed limestone screenings and commercially produced slag, mineral filler such as lime should be used to improve the stability and workability of the slurry.

The aggregate and mineral filler shall conform to the following gradation.

SIEVE SIZE	PERCENT PASSING
No. 4	70-90
No. 8	45-70
No. 16	28-50
No. 30	18-34
No. 50	12-35
No. 100	7-18
No. 200	5-15

The above gradation is designed for an application rate of 20 to 25 pounds per square yard with a minimum thickness of 3/8 inch. The residual asphalt required is 7 to 12% of dry aggregate.



**NOAH'S  
CONSTRUCTION,  
INC.**

P. O. Box 9847  
Longview, Texas 75608  
903/759-3566  
Fax 903/759-8617

Bid  
For  
County Barn for Precinct #4

**Concrete Slab**

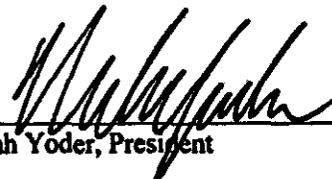
40'-3" x 75'-3" x 5" concrete slab  
12" x 18" perimeter grade beam with four runs #5 rebar tied to #3 stirrups 3' on center  
#3 rebar mat 16" on center each direction  
Saw cut 1" deep expansion on 20' x 25' squares  
Four 24" x 24" x 18" piers at main frame column points  
4 mil poly underlayment  
Seal slab with Sonoborn Cure & Seal

**Steel Building**

40' x 75' x 6' steel building  
26 gauge color walls  
26 gauge galvalume roof  
Gutter and downspouts  
Three 12' x 14' framed openings  
One 3070 walk in door  
Two 3030 and five 6030 windows  
Four skylights  
Three 12' x 14' sectional 24 gauge Overhead brand overhead doors  
3" white vinyl back insulation with wire support for walls and roof

Noah's Construction, Inc. agrees to perform all work covered by this proposal in a craftsman like manner

For The Sum Of \$34,500.00

  
Noah Yoder, President

FILED  
REX A. SIMMONS  
COUNTY CLERK  
97 APR 14 PM 2:44  
DALLAS, TEXAS  
11 PM '97

April 7, 1997

**A    D E S I G N    B U I L D    C O N T R A C T O R**

VOL. 41 PG 976

**AFFIDAVIT TO UPSHUR COUNTY**

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

NAME OF BIDDER: Noah's Construction, Inc.

SIGNED BY: *Noah Yoder* Noah Yoder, President  
(sign name in writing) Title

ADDRESS: P. O. Box 9847 Longview, TX 75608

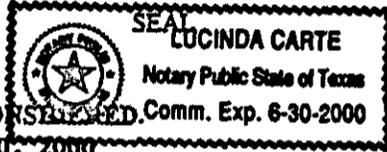
TELEPHONE NUMBER: 903-759-3566 DATE: April 7, 1997

**AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF Gregg

Before me the undersigned authority of this the 7th day of April, 19 97, personally appeared Noah Yoder who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

*Lucinda Carte*



NOTE: BIDS NOT NOTARIZED WILL NOT BE CONSIDERED.  
Notary Public commission expires June 30, 2000



**AFFIDAVIT TO UPSHUR COUNTY**

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

NAME OF BIDDER: Robert Anderson

SIGNED BY: Robert Anderson Owner  
(sign name in writing) Title

ADDRESS: Box 7 Box 141 Helmer, Texas

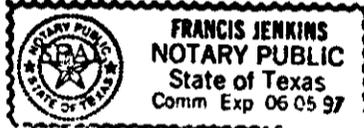
TELEPHONE NUMBER. 7622449 DATE 4-11-97

**AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF

Before me the undersigned authority of this the 11th day of April, 1997, personally appeared ROBERT ANDERSON who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed

Francis Jenkins



NOTE: BIDS NOT NOTARIZED WILL NOT BE CONSIDERED.  
Notary Public commission expires 6/5/97

PROPOSAL & ACCEPTANCE

VOL 47 PG 979 5899

Henson Construction  
1725  
713

PROPOSAL SUBMITTED TO: UPSHUR COUNTY JUDGE WORK TO BE PERFORMED AT:

NAME Honorable Charles Still NAME Precinct 4  
 ADDRESS Upshur County Judge ADDRESS Upshur County  
 CITY P.O. Box 730 Gilmer STATE Texas ZIP 75644 CITY Gilmer STATE Texas ZIP 75644  
 TELEPHONE \_\_\_\_\_ TELEPHONE \_\_\_\_\_

DATE	DATE OF PLANS	START WORK DATE	YOUR INQUIRY NO.	PROPOSAL NO.	PAGE NO.	OF PAGES
<u>4-10-97</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>one</u>	<u>1</u>	<u>1</u>

Henson Construction proposes to furnish all materials AND labor necessary to construct a pre-engineered metal building 40'x75'x16' for precinct #4. The bldg. will have an engineered stamped seal that it meets all Southern Building Codes, Texas and local codes.

Specifications will be followed as outlined in spec sheets supplied by county.

Turn Key price for the new barn will be \$33,626.02

*Charles Henson*

FILED  
 REX A. STANLEY  
 COUNTY CLERK  
 97 APR 14 PM 2:41  
 UPSHUR COUNTY TX

proposal includes

MATERIAL AND LABOR AS REQUIRED IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS

FOR THE SUM OF thirty three thousand six hundred and two DOLLARS \$33,626.02  
 PAYMENT TO BE MADE AS FOLLOWS

AS Agreed with owner

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN \_\_\_\_\_ DAYS.

AUTHORIZED SIGNATURE

REDIFORM 49C480

acceptance of

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO COMPLETE THIS CONTRACT AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED TO THE LEFT

SIGNATURE OR COMPANY

AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE

Recycled Paper

4-11-97

Bid on Dump Truck

Proc. # 3

Cher. # 755.00

John Linsie

Phone # 843-2611

Home 734-5273

JEFF DUNN  
DUMP TRUCK  
12.75 DOLLARS  
CASH & CHECK

725-5237

NOTICE OF SALE

UPSHUR COUNTY COMMISSIONERS' COURT WILL OPEN SEALED BIDS MONDAY, APRIL 14, 1997, AT 9:00 A.M. FOR THE SALE OF THE FOLLOWING:

- 1975 CHEVROLET C65 12-YD DUMP TRUCK
- KAMPAC 100 9-WHEEL PACKER
- KAMPAC 130 ROCK CRUSHER
- SEARS 1-HP AIR COMPRESSOR
- VARIOUS SCRAP AND SALVAGE ITEMS

TERMS WILL BE CASH, CASHIERS CHECK, MONEY ORDER. INFORMATION MAY BE OBTAINED BY CALLING UPSHUR COUNTY COMMISSIONER RICK JACKSON AT 903-843-4017 OR BY CALLING THE PRECINCT #3 BARN AT 903-734-5822.

THE COUNTY RESERVES THE RIGHT TO ACCEPT ALL OR PART OF ANY BID AND AWARD THE BID TO THE HIGHEST RESPONSIBLE BIDDER.

CHARLES STILL  
COUNTY JUDGE

Bid from: ROADRUNNER Equipment Co.  
P.O. Box 135  
BULLARD, TX 75757  
(903) 894-8388  
Robert Graham or Homer Stokes

Bids:

- 1975 Chev. C-65 12 Yd Dump -
- KAMPAC 100 9. wheel -
- KAMPAC 130 Rock Crusher -

\$ 1,036.<sup>00</sup>/<sub>100</sub>  
 BY 407  
97 APR 8 1997  
407  
 FILED  
 APR 11 2:47  
 COUNTY CLERK  
 UPSHUR COUNTY

Robert Graham  
 owner  
 4/10/97

April 14, 1997

Upshur County  
Commissioners Court  
P.O. Box 730  
Gilmer, Tx.

Dear Sirs:

I hereby submit a bid of \$1001.00 for the Grade-all offered by  
precinct #3.

*Ron Mitchell*  
Ronnie Mitchell

FILED  
REX A SHAW  
COUNTY CLERK  
97 APR 14 PM 2:47  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
PETITRY

Bids on salvage equipment

Mr. Rick Jackson  
County Commissioner - Pct 3  
Upshur County

- 325 gal. Fuel Tank \$110.<sup>00</sup>
- 525 gal Fuel Tank \$115.<sup>00</sup>
- Asphalt Mixer-Tiller - P.T.O. Driven \$150.<sup>00</sup>

Charles M. Price  
P.O. Box 333  
Daingerfield, Tx 75638  
645-2323

FILED  
REX A SHAW  
COUNTY CLERK  
97 APR 14 PM 2:47  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
CLERK

For Pct. 3

I submit a bid for the following:

Approximately 525 gallon fuel tank  
with stand.

Approximately 325 gallon fuel tank  
with stand.

My bid is \$100.00 for both tanks and stands.

Thank you,

David L. Loftis  
P. O. Box 642  
Gilmer, Tx. 75644  
903-725-5508

FILED  
REX A SHAW  
COUNTY CLERK  
97 APR 14 PM 2:47  
UPSHAW COUNTY, TX.  
BY \_\_\_\_\_  
LENNY

**UPSHUR COUNTY TAX OFFICE**

P O BOX 730  
GILMER, TX 75644  
903-843-3089  
Fax: 903-843-3083

MICHEAL L SMITH  
TAX ASSESSOR-COLLECTOR  
UPSHUR COUNTY TAX OFFICE  
P O BOX 730  
GILMER, TX 75644

March 28, 1997

UPSHUR COUNTY COMMISSIONERS  
COMMISSIONER COURT  
UPSHUR COUNTY, TEXAS

**RE: SEALED BID FOR PROPERTY STRUCK OFF FOR DELINQUENT TAXES**

Dear Sirs, :

Please find enclosed, a resolution for a sealed bid for property seized for delinquent taxes. As you know, all taxing entities must approve the sale of this property and the proceeds from this sale will be distributed according to the Property Tax Code of the State of Texas.

Bidder # 1 would like you to consider their bid in the amount of \$3500.00 for the property described as 20.50 acres in the William Howe Survey, being the south one third of a 62.50 acre tract, more particular described in Vol. 249, page 559, Deed Records of Upshur County.

I have also enclosed a copy of the bid and the surveyor's report. Please note in the bid, in the third paragraph, a reference to a previous deed. If you have any questions concerning this matter, please feel free to contact either myself or Mr. Smith. We will be glad to clarify any concerns you may have.

Respectfully,

*Christie Hallman*

Christie Hallman  
Deputy for Micheal L Smith

CJH  
Enclosures (2)

Cc: DWIGHT BRANNON  
ATTORNEY

FILED  
REX A SHAW  
COUNTY CLERK  
97 APR 14 PM 2:42  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_

MICHAEL L. TURNER  
REGISTERED LAND SURVEYOR  
P. O. BOX 687  
GILMER, TEXAS 75644  
(903) 843-2965

VOL. 47 PG. 987

SURVEYORS REPORT

To Whom It May Concern;

Nov. 16, 1990

Re.: Hough Estate, Upshur Co., Tex.

I have surveyed tracts of land owned by Tice and Lucy Hough as requested by Robert Hough on or about Oct. 22, 1990.

The following deeds were provided by Lucy Hough;

- V. 274, P. 592 (50 acs.) \*
- V. 255, P. 560 (62.5 acs.) \*
- V. 216, P. 181 (14 acs. & 65 acs.)\*
- V. 198, P. 460 (14 acs. & 65 acs. )
- V. 4, P. 585 (242 acs.)
- V. 53, P. 146 (14 acs. & 65 acs.)
- V. 76, P. 226 (50 acs.)

\* Tracts requested to be surveyed.

The survey was done with a "PENTAX" theodolite and a "K & E AUTO RANGER" distance meter. All traverse angles were turned twice and all traverse distances were measured in feet and meters to insure accuracy.

The total deed acres are 191.5 acres (less 2 acres) = 189.5 acres. The total surveyed acres are 224.734 acres which is 35.234 acres in excess. The deed describing the 14 acres calculates to be 29.9 acres. The called 62.5 acre tract is approximately 6 acres in excess. The deed at V. 274, P. 592 (50 acs.) is approximately 6 acres in excess as it is now occupied. The remaining excess acreage is apparently in the called 65 acre tract.

During the process of gathering information to do this survey I discovered that the Upshur County Appraisal District Office is accepting tax payments from Gracie Newsome Collins on undivided interest in the called 62.5 acre tract. I am enclosing copies from the card file at the Upshur County Title Co. of the deeds involved in the undivided interest. I'm referring to undivided as not surveyed on the ground.

Any questions please feel free to call. Thanks!!

Respectively,

*Michael L. Turner* 11-16-90  
Michael L. Turner  
R.P.L.S. NO. 4606

Vol. 47 PG 988

DELIAH POPE, GRACIE COLLINS, JOHNY NEWSOME, & DASV NEWSOME  
TO  
RUBY SPARKS

WILLIAM HOWE SURVEY

Out undivided int. to the W 1/2 of the N 2/3 of a certain 62 $\frac{1}{2}$  ac tr in the William Howe Sur., UCT, that was conveyed by Mat and niecy Cornelison by deed dated 1934.

The sum of \$1.00 to us in hand paid by Ruby Sparks and payable to Deliah Pope, Gracie Collins, Johny Newsome, & Dasv Newsome dated; March 16, 1960.

30366

#1409 249-559	WD	3/16/60	5/28/60
------------------	----	---------	---------

RUBY J. SPARKS AND DELIAH POPE  
TO  
GRACIE COLLINS, JOHNY NEWSOME AND DASV NEWSOME  
WILLIAM HOWE SURVEY

All that certain S 1/3 of a certain 62 $\frac{1}{2}$  ac tr in the William Howe Sur., UCT, that was conveyed by Mat and Niecy Cornelison.

The sum of \$1.00 to us in hand paid by Gracie Collins, Johny Newsome and Dasv Newsome and payable to Ruby J. Sparks and Deliah Pope dated March 16, 1960.

30366

#1407 249-484	WD	3/16/60	5/28/60
------------------	----	---------	---------

GRACIE COLLINS, JOHNY NEWSOME AND DASV NEWSOME & RUBY SPARKS  
TO  
DELIAH POPE

WILLIAM HOWE SURVEY

The West 1/2 of the N 2/3 of a certain 62 $\frac{1}{2}$  acre ac tr in the William Howe Sur. UCT, that was conveyed by Mat and Niecy Cornelison, by deed dated 1934.

The sum of \$1.00 to us in hand paid by Deliah Pope and payable to Gracie Collins, Johny Newsome & Dasv Newsome & Ruby Sparks of the County of Harrison, State of Texas dated March 16, 1960.

30366

BID DATED MARCH 18, 1997

ALL SALES ARE SUBJECT TO APPROVAL BY ALL JURISDICTIONS WITH TAX JUDGMENTS AGAINST THE PROPERTY.

TO: UPSHUR COUNTY TAX OFFICE

I, Dwight A. Brannon a licensed attorney, on behalf of my clients, Robert Hough, and Travis Lane Hough and sister, Melinda Hough Hurt, hereby submit this bid for the purchase of the following described real property:

20.50 acres of land, and being the South one-third of 62.50 acres, more or less, out of the William Howe H. R. Survey, Abstract #217, Upshur County, Texas, and being that property more particularly described in instruments of record as follows: Volume 249 page 560, Deed Records of Upshur County; and Volume 255 page 560 Deed Records of Upshur County Texas.

This property is also tract (1) one in a tax suit judgment dated February 23, 1993, cause number 654, 115th District Court of Upshur County, Texas, and styled as Upshur County Appraisal District et al vs. Gracie Collins et al. It is further identified as R36147 by the Upshur County Tax Office. The bidders actually claim title to the entire 62.50 acres by deed in vol. 255 page 560 and by being the only heirs and beneficiaries of the estates of Tice and Lucy Hough, both deceased.

Included with this written bid is a cashiers or certified bank draft in the amount of \$350.00 which is 10% of the bid amount. This deposit is non refundable if this bid is accepted.

BID AMOUNT \$3,500.00 for tract 1 (one) only

GENERAL CONDITIONS FOR BIDS  
READ CAREFULLY

The land and/or improvements described above shall hereinafter be referred to as "the property".

The Deed to this property will contain an acknowledgement that the property is subject to the prior owners' right of redemption, if any, and that this property is being purchased "as is" and "with all faults" and "The Entities" have no responsibility for the condition of the property and all sales are made without warranty, expressed or implied.

RESOLUTION NO. \_\_\_\_\_

WHEREAS, Commissioners Court of UPSHUR COUNTY, Texas has become the owner of certain real property (see attached) by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in Cause No.654

County of UPSHUR COUNTY VS GRACIE NEWSOME COLLINS

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all taxing entities involved that the property be returned to their respective tax rolls;

NOW THEREFORE BE IT RESOLVED BY THE

Commissioners Court of the County of UPSHUR COUNTY, Texas  
That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property to(name and address of bidder):

ROBERT HOUGH, TRAVIS LANE HOUGH AND SISTER,  
MELINDA HOUGH HURT  
216 BUFFALO  
GILMER, TX 75644

for and in consideration of the cash sum of \$3500.00, said 3500.00 to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the \_\_\_\_\_ day of \_\_\_\_\_

Chad F. Bell  
County Judge

Attest:

Bess Shaw Co. CLERK  
Secretary  
Tommy Stanley  
Commissioner Prct 2  
Chad F. Bell  
Commissioner Prct 4.

Gaddis Lindsey  
Commissioner Prct 1.  
[Signature]  
Commissioner Prct 3.

VOL 47 PG 991

# Facsimile Cover Sheet

**To: Gaddis Lindsey**  
**Company:**  
**Fax: 843-3478**

**From: Brevard Architects**  
**Company:**  
**Phone:**  
**Fax:**

**Date: 4/7/97 1:28 PM**

**Pages including this cover page: 12**

**Comments:**

Thanks for your help.

Enclosed, please find the proposed TxDOT contract and a drawing of the sign. Two of the signs are already built. Tommy Hill's construction trades class at the Junior High has them in their shop.

Brent

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 2:44  
DUSMAN, ALI, TX.  
BY \_\_\_\_\_  
OFFICE

VOL. 47 PG. 992

**COUNTY PRIDE SIGN AGREEMENT**

STATE OF TEXAS :

COUNTY OF UPSHUR :

THIS AGREEMENT, made on the dates hereinafter shown, by and between the State of Texas, hereinafter called the "State," represented by the Executive Director of the Texas Department of Transportation, acting for and in behalf of the Texas Transportation Commission, and the County of \_\_\_\_\_, hereinafter called the "County."

**WITNESSETH**

WHEREAS, the State owns, operates, and maintains a system of highways for public use and benefit, in the County of \_\_\_\_\_ : and

WHEREAS, the County desires and has requested authority to construct to have reconstructed the County Pride Sign along the roadway(s) of \_\_\_\_\_ ,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, and  
\_\_\_\_\_

at the location(s) shown on construction plans, attached hereto and made part of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, and in accordance with Title 43, Texas Administrative Code, Chapter 25, Subchapter H, it is agreed as follows:

1. The State grants the County permission to construct or to have reconstructed, the County Pride Sign(s) within the right-of-way as shown on construction plans and to be maintained by the County as stipulated in the Municipal Maintenance Agreement with the County of \_\_\_\_\_, dated \_\_\_\_\_, 19\_\_\_\_.

**PLANS, SPECIFICATIONS AND CONSTRUCTION PROCEDURES**

2. The County, at no cost to the State, shall prepare or have prepared, complete construction drawings, plans and specifications for the proposed County Pride Sign(s), State approved breakaway sign supports, foundations, appurtenances, and incidental items. No construction work shall be performed on highway right-of-way until these plans and specifications have been approved in writing by the State. After such approval has been given, no changes or alterations shall be made without the written approval of the State.
3. The plans and specifications shall be submitted to the District Engineer, Texas Department of Transportation, Atlanta, Texas for approval. Any changes or alterations which become necessary during the course of the work shall also be submitted to the District Engineer for approval.
4. The County, its contractor(s) or agents, shall submit a traffic control plan as required and in accordance with the Texas Manual on Uniform Traffic Control Devices to direct and protect vehicular and pedestrian traffic while construction work, including related activities, is in progress. Details and descriptions of these traffic handling measures shall be included in the plans and specifications when submitted for approval. If, during construction, it becomes necessary or desirable to modify the traffic control measures as specified, prior approval must be obtained from

FILED  
 REX A. SHAW  
 COUNTY CLERK  
 97 APR 14 PM 2:44  
 WPCO, D. MARY, TX  
 BY \_\_\_\_\_  
 PTP/IV

VOL 41 PG 994

the State's District Engineer in Atlanta, Texas.

5. The County shall construct, or have constructed, at its entire cost and expense, the proposed County Pride Sign(s) and incidental items referred to in paragraph 1 and 2 above. The State shall have the right to inspect the work on highway right-of-way at any time during the progress of the work, and to make final inspection upon completion. Construction operations will be conducted in a manner acceptable to the District Engineer or their authorized representative. The County, its contractor(s) or agents, shall correct any deficiencies revealed by the State's inspection of the work or of the traffic control and protection measures, where such deficiencies could have an adverse affect on public use of the highway or the safety and convenience of the traveling public.
6. Upon completion of the work authorized herein, the County shall submit copies of the as-built plans and specifications, including any changes or alterations, showing the County Pride Sign(s) in their completed state within 45 days to the State's District Engineer in Atlanta, Texas, for permanent records of the State.
7. The County agrees to pay all damages accruing to the State, by reason of injuries to the right-of-way, roadbed, pavement, and/or bridge owned by the State, when such damages are caused by the County's construction, operations, maintenance or rehabilitation on said roadway. To the extent allowed by the law, the County also agrees to indemnify and save harmless the State from any and all claims, demands, actions or causes of action, due to damage to property or injury to or death of persons arising from or growing out of or in any manner connected with work on said roadway project including, but not limited to, all court costs, attorney fees and other

VOL 47 PG 995

expenses incurred in connection with suits for such damage and shall, if so requested in writing, assist or relieve the State from defending any such suits brought against it. In addition, the County shall require its contractor(s) and subcontractor(s) to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms, and maintain the required insurance coverages in full force and effect during any period that work is performed on the State right-of-way. Adequate insurance, as a minimum shall mean the County contractor(s) shall furnish the State with the Texas Department of Transportation's Certificate of Insurance covering the below listed insurance coverages:

- A. Worker's Compensation Insurance Amount - Statutory
- B. Comprehensive General Liability Insurance
 

Amounts	Bodily Injury	\$600,000 combined single limit each
	Property Damage	Occurrence and in the aggregate

OR

Commercial General Liability Insurance

Amounts	Bodily Injury	\$250,000 each person
	Property Damage	\$100,000 each occurrence

- C. Texas Business Automobile Polity
 

Amounts	Bodily Injury	\$250,000 each person
	Property Damage	\$100,000 each occurrence

The State shall be included as an "Additional Insured" by Endorsement to policies issued for coverages listed in B and C above. A "Waiver of Subrogation Endorsement" in favor of the State shall be a part of each policy for coverages listed in A, B, and C above. A certified copy of these

VOL 47 PG 996

endorsements shall be submitted to the State with the evidence of coverage. The County and/or its contractor(s) shall be responsible for any deductions stated in the policy.

#### LOCATION

8. One County Pride Sign shall be allowed per eligible highway entrance to the County. A County Pride Sign shall be located on the right-hand side of the roadway unless otherwise approved in writing by the State. A County Pride Sign shall be located between 300 and 800 feet of the County limits at a location approved by the State. A County Pride Sign shall take advantage of the natural terrain, have the least impact on the scenic environment, avoid visual conflict within the State highway right-of-way, have a lateral offset greater than existing guide signs, not block the motorist's view of existing traffic control signs, and be placed in locations other than hanging above the highway.
9. A County Pride Sign shall not be located adjacent to the main lanes of full controlled access highway; however, a County Pride Sign may be located on the right-hand side of the access road.
10. The County may landscape the area adjacent to the County Pride Sign(s) upon written approval of the plans by the State's District Engineer in Atlanta, Texas. Only small plants, flowers, and shrubbery will be allowed. Permanent structures or items such as large stones, masonry, berms, landscape timbers, etc., shall not be allowed. The State assumes no responsibility for watering, maintenance or damage due to State maintenance and construction activities, fire theft or vandalism.

#### COUNTY PRIDE SIGN

11. The sign face of a County Pride Sign or the combined total area of the attachment signs displayed shall not exceed 80 square feet total. A County

VOL 47 PG 997

Pride Sign shall not contain words, symbols, or messages that:

- A. May be construed as advertising, including, but not limited to, the offering of products and services,
  - B. Contain notification of municipal ordinances or regulations, or
  - C. Resemble official traffic control devices.
12. Banners, flags, streamers, flashing lights, or other appurtenances shall not be attached to a County Pride Sign or sign supports. Sign supports shall be galvanized metal or painted solid white.
13. A County Pride Sign shall not be illuminated internally or externally.
14. A County Pride Sign may contain the name of the county, message, or slogan no greater than eight inches in height. The County may include a seal or symbol that is commonly used to represent the County.
15. If a County Pride Sign requires background material, it shall be painted brown (Sherwin Williams #2315 or equivalent) or have brown reflective material affixed to the sign face meeting State specifications. Lettering upon the brown background shall be white and may be any script or font. A white 2 inch border is optional. Lettering and border shall be painted white (Sherwin Williams #2130 or equivalent) or have white reflective material affixed to the sign face meeting State specifications.

#### ATTACHMENT SIGNS

16. Attachment signs or civic information signs are provided by a non-profit civic organization or governmental entity that display points of interest or geographical, recreational, cultural, or civic information. A civic organization must be located within or have a member who resides in the County, and complies with all applicable law concerning the provisions of

VOL. 47 PG 998

public accommodation without regard to race, religion, color, sex, or national origin.

17. Attachment signs may be any color or combination of colors and may be any design or shape. Attachment signs shall not be greater than 48 inches in width and 36 inches in height, and shall not consist of text, symbols, trademarks or a legend message identifying the name or abbreviation of a commercial establishment, service or produce, or contain supplemental address or directional information such as meeting dates or locations.
18. A civic organization shall apply to the County for permission to display an attachment sign upon the County Pride Sign. The County shall notify/contact the civic organization in writing if the civic organization does not meet the requirements of eligibility as stated herein. The civic organization shall have 30 calendar days after written notification to meet the requirements herein.
19. The County shall approve all attachment signs and determine the order, arrangement, and duration of display. Attachment signs shall be placed upon a County Pride Sign as to provide a balanced appearance. Attachment signs shall remain within the borders of a County Pride Sign and shall not overlap.
20. A civic organization shall have only one attachment sign per County Pride Sign unless the County and civic organization agree to said organizations's multiple attachment signs upon a County Pride Sign.
21. The County shall remove an attachment sign of a participating civic organization if the civic organization ceases to exist, does not meet the requirements stated herein, or has not provided a replacement sign after 60 days of the County or State's written notification that the attachment sign is

VOL 47 PG 999

damaged, broken, faded, or has become a hazard due to failure to build to specifications, inclement weather, inadequate maintenance, accidental damage, or other cause.

**MISCELLANEOUS**

22. Signs from the Texas Natural Resource Conservation Commission (TNRCC), the SUPERIOR (or APPROVED) WATER SUPPLY and CLEAN TEXAS 2000 signs, shall be erected and maintained to State specifications at the sole expense of the TNRCC and the County. TNRCC signs shall not be allowed as attachments to State signs or sign supports after September 1, 1998.
23. Upon completion of the County Pride Sign, all attachment signs and TNRCC signs previously erected on State sign supports shall be removed and relocated to the County Pride Sign and TNRCC sign. After September 1, 1998, attachment signs and TNRCC signs not relocated to a County Pride Sign, TNRCC sign or other approved location will be removed by the State at the expense of the County.
24. The State shall not require fees from the County for participating in the County Pride Sign Program. The County shall not require fees from the civic organizations or governmental entities for display upon a County Pride Sign.
25. While installing or maintaining a County Pride Sign, the County shall cooperate with any State contractor working on the State highway system at that location.
26. In the event that the State determines that it is necessary to repair, construct, reconstruct and/or make any changes in the highway facility for reasons other than those specified herein, the County

VOL. 47 PG. 1000

shall be responsible for all costs necessary for removal and relocation of the County Pride Sign.

27. The County shall remove a County Pride Sign if it has not provided a replacement sign within 60 calendar days of written notification from the State that the sign is damaged, broken, faded or has become a hazard due to failure to build to specifications, inclement weather, inadequate maintenance, accidental or other cause. After 60 days, the County Pride Sign not removed or replaced will be removed by the State at the expense of the County. The State may terminate this agreement upon default of the County.
28. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors.

VOL. 47 PG 1001

IN TESTIMONY WHEREOF, the parties hereto have affixed their signature, the  
County of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
and the State on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

County of \_\_\_\_\_

**THE STATE OF TEXAS**

By: \_\_\_\_\_  
(Signature)

Executed by the District Engineer for the  
Executive Director and approved for the  
Texas Transportation Commission under  
the authority of Minute Order 107005 for  
the purpose and effect of activating and  
carrying out the orders, established  
policies or work programs by the  
Texas Transportation Commission.

\_\_\_\_\_  
Typed Name

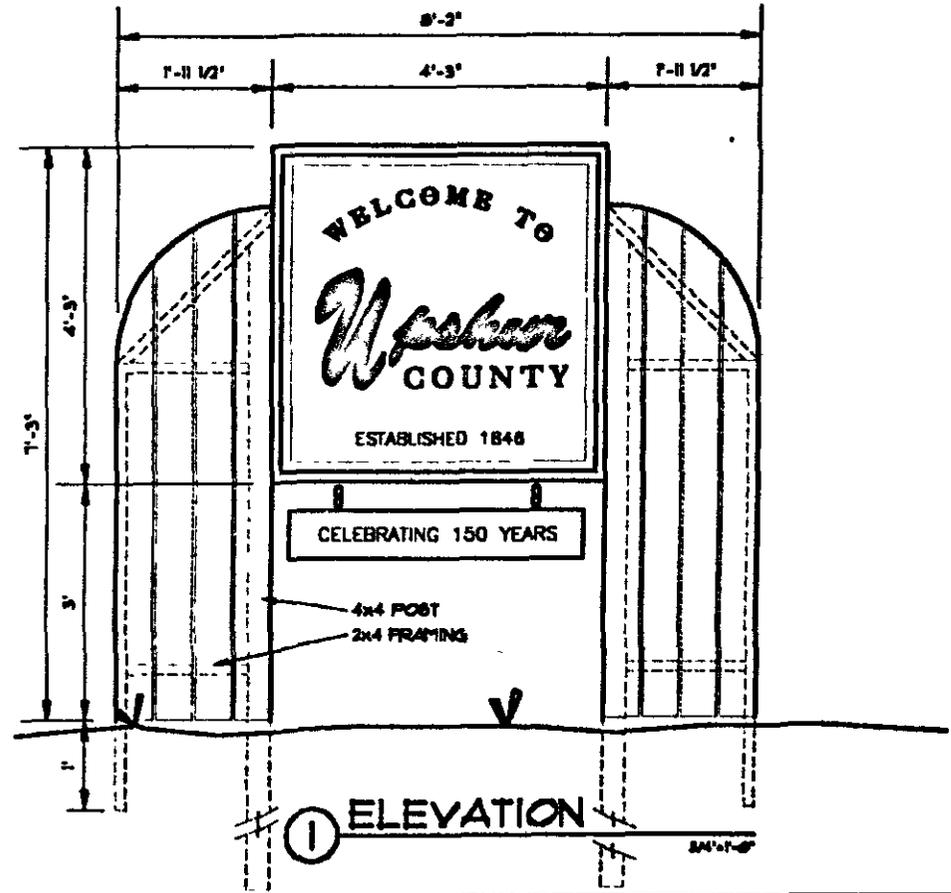
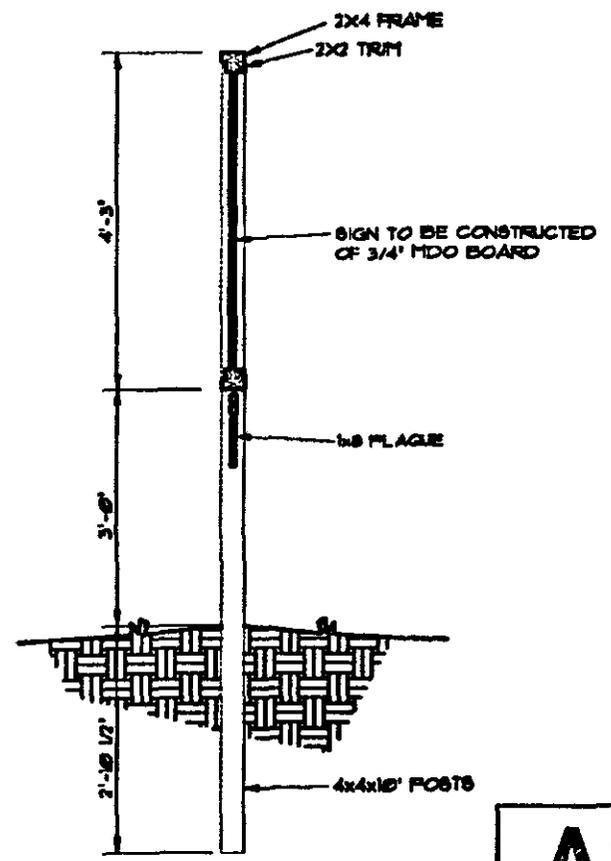
\_\_\_\_\_  
Title

**APPROVED:**

ATTEST:  
\_\_\_\_\_  
Title

By: \_\_\_\_\_  
D. Gene Adams, P.E.  
Atlanta District Engineer

To Gaddis Bladney From: Brevard Architects 04/07/97 13:40:20 Pg 12 of 12



SECTION 3/4" = 1'-0"

<p><b>A1</b></p> <p>20 OCT 1996</p>	 <p><b>BREVARD ARCHITECTS</b></p> <p>RT. 2, BOX 3010 GILMER, TEXAS 75041 940-707-8800</p>	<p><b>UPSHUR COUNTY SIGN</b></p> <p>GILMER, TEXAS</p> <p>UPSHUR COUNTY CHAMBER OF COMMERCE</p>
-------------------------------------	--	--

VOL 47 PG 1003

FILED  
REX A. STAN  
COUNTY CLERK  
97 APR 14 PM 3:55  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
R. PERRY

CONTRACT FOR APPRAISAL SERVICES

COUNTY Upshur  
CSJ 1763-1-6  
HIGHWAY FM 1845  
LIMITS From FM 726 To 0.6 Mi.  
North of FM 1844

Upshur County, in making its request for appraisal reports, will expect the Appraiser to comply with all Federal, State and local laws and ordinances applicable to the work.

The Appraiser agrees that he will make a personal inspection of each parcel to be appraised and that he will prepare the appraisal independent of any other appraiser employed by the County for the same work. It is agreed that appraisal information concerning the property assigned for appraisal services whether contained within the appraisal report to the County or not is to be treated as confidential and a breach of such confidence by the Appraiser, except on written authorization by the County or upon proper order of the court, shall be considered a material breach of this contract. The Appraiser expressly agrees not to sublet or transfer any of the appraisal work assigned under the provisions of this contract unless provided for herein, and that any such assignment or transfer shall be considered a material breach of contract.

The Appraiser, by signing this agreement, certifies that neither he nor any employee in his service, directly or indirectly, any financial or personal interest in or to any tract, piece or parcel of land included within the limits of subject project.

From the date of this assignment, the Appraiser shall thereafter, within a reasonable time and in no event more than 45 days from date of assignment, furnish his appraisal report for Parcel No. 32A to the County. This report is to be prepared in triplicate on designated appraisal report forms and is to set forth the Appraiser's estimate of just compensation for said parcel. The agreed lump sum fee for this report is \$400.00. Agreed to on this the \_\_\_\_\_ day of April, 1997.

The Appraiser agrees, upon the County's request, to make preparation for Court testimony and appear in court to testify, in support of his appraisal, for a fee of \$300.00 per day.

*P. M. Brown*  
P. M. Brown, Appraiser

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

CONTRACT FOR APPRAISAL SERVICES

COUNTY Upshur  
CSJ 1763-1-6  
HIGHWAY FM 1845  
LIMITS From FM 726 To 0.6 Mi.  
North of FM 1844

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 11:35 AM  
UPSHUR COUNTY

Upshur County, in making its request for appraisal reports, will expect the Appraiser to comply with all Federal, State and local laws and ordinances applicable to the work.

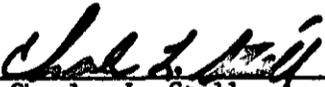
The Appraiser agrees that he will make a personal inspection of each parcel to be appraised and that he will prepare the appraisal independent of any other appraiser employed by the County for the same work. It is agreed that appraisal information concerning the property assigned for appraisal services whether contained within the appraisal report to the County or not is to be treated as confidential and a breach of such confidence by the Appraiser, except on written authorization by the County or upon proper order of the court, shall be considered a material breach of this contract. The Appraiser expressly agrees not to sublet or transfer any of the appraisal work assigned under the provisions of this contract unless provided for herein, and that any such assignment or transfer shall be considered a material breach of contract.

The Appraiser, by signing this agreement, certifies that neither he nor any employee in his service has, directly or indirectly, any financial or personal interest in or to any tract, piece or parcel of land included within the limits of subject project.

From the date of this assignment, the Appraiser shall thereafter, within a reasonable time and in no event more than 45 days from date of assignment, furnish his appraisal report for Parcel No. 3437E to the County. This report is to be prepared in triplicate on designated appraisal report forms and is to set forth the Appraiser's estimate of just compensation for said parcel. The agreed lump sum fee for this report is \$400.00. Agreed to on this the      day of April, 1997.

The Appraiser agrees, upon the County's request, to make preparation for Court testimony and appear in court to testify, in support of his appraisal, for a fee of \$300.00 per day.

  
\_\_\_\_\_  
P. M. Brown, Appraiser

  
\_\_\_\_\_  
Charles L. Still  
Upshur County Judge

CONTRACT FOR APPRAISAL SERVICES

COUNTY Upshur  
CSJ 1763-1-6  
HIGHWAY FM 1845  
LIMITS From FM 726 To 0.6 Mi.  
North of FM 1844

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 2:14  
UPSHUR COUNTY, TEX.

Upshur County, in making its request for appraisal reports, will expect the Appraiser to comply with all Federal, State and local laws and ordinances applicable to the work.

The Appraiser agrees that he will make a personal inspection of each parcel to be appraised and that he will prepare the appraisal independent of any other appraiser employed by the County for the same work. It is agreed that appraisal information concerning the property assigned for appraisal services whether contained within the appraisal report to the County or not is to be treated as confidential and a breach of such confidence by the Appraiser, except on written authorization by the County or upon proper order of the court, shall be considered a material breach of this contract. The Appraiser expressly agrees not to sublet or transfer any of the appraisal work assigned under the provisions of this contract unless provided for herein, and that any such assignment or transfer shall be considered a material breach of contract.

The Appraiser, by signing this agreement, certifies that neither he nor any employee in his service has, directly or indirectly, any financial or personal interest in or to any tract, piece or parcel of land included within the limits of subject project.

From the date of this assignment, the Appraiser shall thereafter, within a reasonable time and in no event more than 45 days from date of assignment, furnish his appraisal report for Parcel No. 2 to the County. This report is to be prepared in triplicate on designated appraisal report forms and is to set forth the Appraiser's estimate of just compensation for said parcel. The agreed lump sum fee for this report is \$400.00. Agreed to on this the      day of April, 1997.

The Appraiser agrees, upon the County's request, to make preparation for Court testimony and appear in court to testify, in support of his appraisal, for a fee of \$300.00 per day.

P. M. Brown  
P. M. Brown, Appraiser

Charles L. Still  
Charles L. Still  
Upshur County Judge

CONTRACT FOR APPRAISAL SERVICES

COUNTY Upshur  
CSJ 1763-1-6  
HIGHWAY FM 1845  
LIMITS From FM 726 To 0.6 Mi.  
North of FM 1844

FILED  
REX A. CHAY  
COUNTY CLERK  
97 APR 14 PM 3:54  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
R. P. H. T. Y.

Upshur County, in making its request for appraisal reports, will expect the Appraiser to comply with all Federal, State and local laws and ordinances applicable to the work.

The Appraiser agrees that he will make a personal inspection of each parcel to be appraised and that he will prepare the appraisal independent of any other appraiser employed by the County for the same work. It is agreed that appraisal information concerning the property assigned for appraisal services whether contained within the appraisal report to the County or not is to be treated as confidential and a breach of such confidence by the Appraiser, except on written authorization by the County or upon proper order of the court, shall be considered a material breach of this contract. The Appraiser expressly agrees not to sublet or transfer any of the appraisal work assigned under the provisions of this contract unless provided for herein, and that any such assignment or transfer shall be considered a material breach of contract.

The Appraiser, by signing this agreement, certifies that neither he nor any employee in his service has, directly or indirectly, any financial or personal interest in or to any tract, piece or parcel of land included within the limits of subject project.

From the date of this assignment, the Appraiser shall thereafter, within a reasonable time and in no event more than 45 days from date of assignment, furnish his appraisal report for Parcel No. 4 to the County. This report is to be prepared in triplicate on designated appraisal report forms and is to set forth the Appraiser's estimate of just compensation for said parcel. The agreed lump sum fee for this report is \$400.00. Agreed to on this the \_\_\_\_\_ day of April, 1997.

The Appraiser agrees, upon the County's request, to make preparation for Court testimony and appear in court to testify, in support of his appraisal, for a fee of \$300.00 per day.

P. M. Brown  
P. M. Brown, Appraiser

Charles L. Still  
Charles L. Still  
Upshur County Judge

CONTRACT FOR APPRAISAL SERVICES

COUNTY Upshur  
 CSJ 1763-1-6  
 HIGHWAY FM 1845  
 LIMITS From FM 726 To 0.6 Mi.  
North of FM 1844

FILED  
 REX A. SHAW  
 CO. CLERK  
 97 APR 14 11:54 AM  
 W. VA.

Upshur County, in making its request for appraisal reports, will expect the Appraiser to comply with all Federal, State and local laws and ordinances applicable to the work.

The Appraiser agrees that he will make a personal inspection of each parcel to be appraised and that he will prepare the appraisal independent of any other appraiser employed by the County for the same work. It is agreed that appraisal information concerning the property assigned for appraisal services whether contained within the appraisal report to the County or not is to be treated as confidential and a breach of such confidence by the Appraiser, except on written authorization by the County or upon proper order of the court, shall be considered a material breach of this contract. The Appraiser expressly agrees not to sublet or transfer any of the appraisal work assigned under the provisions of this contract unless provided for herein, and that any such assignment or transfer shall be considered a material breach of contract.

The Appraiser, by signing this agreement, certifies that neither he nor any employee in his service has, directly or indirectly, any financial or personal interest in or to any tract, piece or parcel of land included within the limits of subject project.

From the date of this assignment, the Appraiser shall thereafter, within a reasonable time and in no event more than 45 days from date of assignment, furnish his appraisal report for Parcel No. 54572 to the County. This report is to be prepared in triplicate on designated appraisal report forms and is to set forth the Appraiser's estimate of just compensation for said parcel. The agreed lump sum fee for this report is \$400.00. Agreed to on this the      day of April, 1997.

The Appraiser agrees, upon the County's request, to make preparation for Court testimony and appear in court to testify, in support of his appraisal, for a fee of \$300.00 per day.

P. M. Brown  
 P. M. Brown, Appraiser

Charles L. Still  
 Charles L. Still  
 Upshur County Judge

CONTRACT FOR APPRAISAL SERVICES

COUNTY Upshur  
CSJ 1763-1-6  
HIGHWAY FM 1845  
LIMITS From FM 726 To 0.6 Mi.  
North of FM 1844

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 3:55  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
PROPERTY

Upshur County, in making its request for appraisal reports, will expect the Appraiser to comply with all Federal, State and local laws and ordinances applicable to the work.

The Appraiser agrees that he will make a personal inspection of each parcel to be appraised and that he will prepare the appraisal independent of any other appraiser employed by the County for the same work. It is agreed that appraisal information concerning the property assigned for appraisal services whether contained within the appraisal report to the County or not is to be treated as confidential and a breach of such confidence by the Appraiser, except on written authorization by the County or upon proper order of the court, shall be considered a material breach of this contract. The Appraiser expressly agrees not to sublet or transfer any of the appraisal work assigned under the provisions of this contract unless provided for herein, and that any such assignment or transfer shall be considered a material breach of contract.

The Appraiser, by signing this agreement, certifies that neither he nor any employee in his service has, directly or indirectly, any financial or personal interest in or to any tract, piece or parcel of land included within the limits of subject project.

From the date of this assignment, the Appraiser shall thereafter, within a reasonable time and in no event more than 45 days from date of assignment, furnish his appraisal report for Parcel No. 6 to the County. This report is to be prepared in triplicate on designated appraisal report forms and is to set forth the Appraiser's estimate of just compensation for said parcel. The agreed lump sum fee for this report is \$400.00. Agreed to on this the \_\_\_\_\_ day of April, 1997.

The Appraiser agrees, upon the County's request, to make preparation for Court testimony and appear in court to testify, in support of his appraisal, for a fee of \$300.00 per day.

P. M. Brown  
P. M. Brown, Appraiser

Charles L. Still  
Charles L. Still  
Upshur County Judge

CONTRACT FOR APPRAISAL SERVICES

COUNTY Upshur  
CSJ 1763-1-6  
HIGHWAY FM 1845  
LIMITS From FM 726 To 0.6 Mi.  
North of FM 1844

FILED  
REX A. SHAW  
COURT CLERK  
97 APR 14 P.1 3:55  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
FEE ONLY

Upshur County, in making its request for appraisal reports, will expect the Appraiser to comply with all Federal, State and local laws and ordinances applicable to the work.

The Appraiser agrees that he will make a personal inspection of each parcel to be appraised and that he will prepare the appraisal independent of any other appraiser employed by the County for the same work. It is agreed that appraisal information concerning the property assigned for appraisal services whether contained within the appraisal report to the County or not is to be treated as confidential and a breach of such confidence by the Appraiser, except on written authorization by the County or upon proper order of the court, shall be considered a material breach of this contract. The Appraiser expressly agrees not to sublet or transfer any of the appraisal work assigned under the provisions of this contract unless provided for herein, and that any such assignment or transfer shall be considered a material breach of contract.

The Appraiser, by signing this agreement, certifies that neither he nor any employee in his service has, directly or indirectly, any financial or personal interest in or to any tract, piece or parcel of land included within the limits of subject project.

From the date of this assignment, the Appraiser shall thereafter, within a reasonable time and in no event more than 45 days from date of assignment, furnish his appraisal report for Parcel No. 7 to the County. This report is to be prepared in triplicate on designated appraisal report forms and is to set forth the Appraiser's estimate of just compensation for said parcel. The agreed lump sum fee for this report is \$400.00. Agreed to on this the        day of April, 1997.

The Appraiser agrees, upon the County's request, to make preparation for Court testimony and appear in court to testify, in support of his appraisal, for a fee of \$300.00 per day.

P. M. Brown  
P. M. Brown, Appraiser

Charles L. Still  
Charles L. Still  
Upshur County Judge

CONTRACT FOR APPRAISAL SERVICES

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 3:55  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
OFFICIAL

COUNTY Upshur  
CSJ 1763-1-6  
HIGHWAY FM 1845  
LIMITS From FM 726 To 0.6 Mi.  
North of FM 1844

Upshur County, in making its request for appraisal reports, will expect the Appraiser to comply with all Federal, State and local laws and ordinances applicable to the work.

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The Appraiser, by signing this agreement, certifies that neither he nor any employee in his service has, directly or indirectly, any financial or personal interest in or to any tract, piece or parcel of land included within the limits of subject project.

From the date of this assignment, the Appraiser shall thereafter, within a reasonable time and in no event more than 45 days from date of assignment, furnish his appraisal report for Parcel No. 10410760 to the County. This report is to be prepared in triplicate on designated appraisal report forms and is to set forth the Appraiser's estimate of just compensation for said parcel. The agreed lump sum fee for this report is \$400.00. Agreed to on this the \_\_\_\_\_ day of April, 1997.

The Appraiser agrees, upon the County's request, to make preparation for Court testimony and appear in court to testify, in support of his appraisal, for a fee of \$300.00 per day.

P. M. Brown  
P. M. Brown, Appraiser

Charles L. Still  
Charles L. Still  
Upshur County Judge

CONTRACT FOR APPRAISAL SERVICES

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 3:55  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
DEPUTY

COUNTY Upshur  
CSJ 1763-1-6  
HIGHWAY FM 1845  
LIMITS From FM 726 To 0.6 Mi.  
North of FM 1844

Upshur County, in making its request for appraisal reports, will expect the Appraiser to comply with all Federal, State and local laws and ordinances applicable to the work.

The Appraiser agrees that he will make a personal inspection of each parcel to be appraised and that he will prepare the appraisal independent of any other appraiser employed by the County for the same work. It is agreed that appraisal information concerning the property assigned for appraisal services whether contained within the appraisal report to the County or not is to be treated as confidential and a breach of such confidence by the Appraiser, except on written authorization by the County or upon proper order of the court, shall be considered a material breach of this contract. The Appraiser expressly agrees not to sublet or transfer any of the appraisal work assigned under the provisions of this contract unless provided for herein, and that any such assignment or transfer shall be considered a material breach of contract.

The Appraiser, by signing this agreement, certifies that neither he nor any employee in his service has, directly or indirectly, any financial or personal interest in or to any tract, piece or parcel of land included within the limits of subject project.

From the date of this assignment, the Appraiser shall thereafter, within a reasonable time and in no event more than 45 days from date of assignment, furnish his appraisal report for Parcel No. 144147E to the County. This report is to be prepared in triplicate on designated appraisal report forms and is to set forth the Appraiser's estimate of just compensation for said parcel. The agreed lump sum fee for this report is \$750.00. Agreed to on this the \_\_\_\_\_ day of April, 1997.

The Appraiser agrees, upon the County's request, to make preparation for Court testimony and appear in court to testify, in support of his appraisal, for a fee of \$300.00 per day.

P. M. Brown  
P. M. Brown, Appraiser

Charles L. Still  
Charles L. Still  
Upshur County Judge

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

PRECINCT 3  
DATE 04-02-97

Formal notice is hereby given that PRITCHETT WATER SUPPLY CORP.  
whose principal address is P. O. BOX 567 GILMER, TX 75644  
does propose to place a 1" PVC WATER LINE  
within the ROW of County Road WHITE PINE  
as follows:

PROPOSED TO INSTALL A 1" PVC WATERLINE ENCASED FROM DITCH TO  
DITCH CROSSING WHITE PINE ROAD 1.5 MILE SOUTH OF FM 1404.  
LINE WILL BE ENCASED AND AT THE DEPTH REQUIRED BY UPSHUR  
COUNTY TO SERVE ONE HOUSEHOLD ON THE WEST SIDE OF WHITE  
PINE.

The location and description of the proposed lines or  
appertenances is more fully shown by three (3) copies of  
drawings attached to this application.

All work will be as directed by the County Commissioner or  
his designate in full accordance with Upshur County Road &  
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after  
10 day of APRIL, 1997

*Chick*  
*TLS*  
*mm*  
*CKT.* *[Signature]*

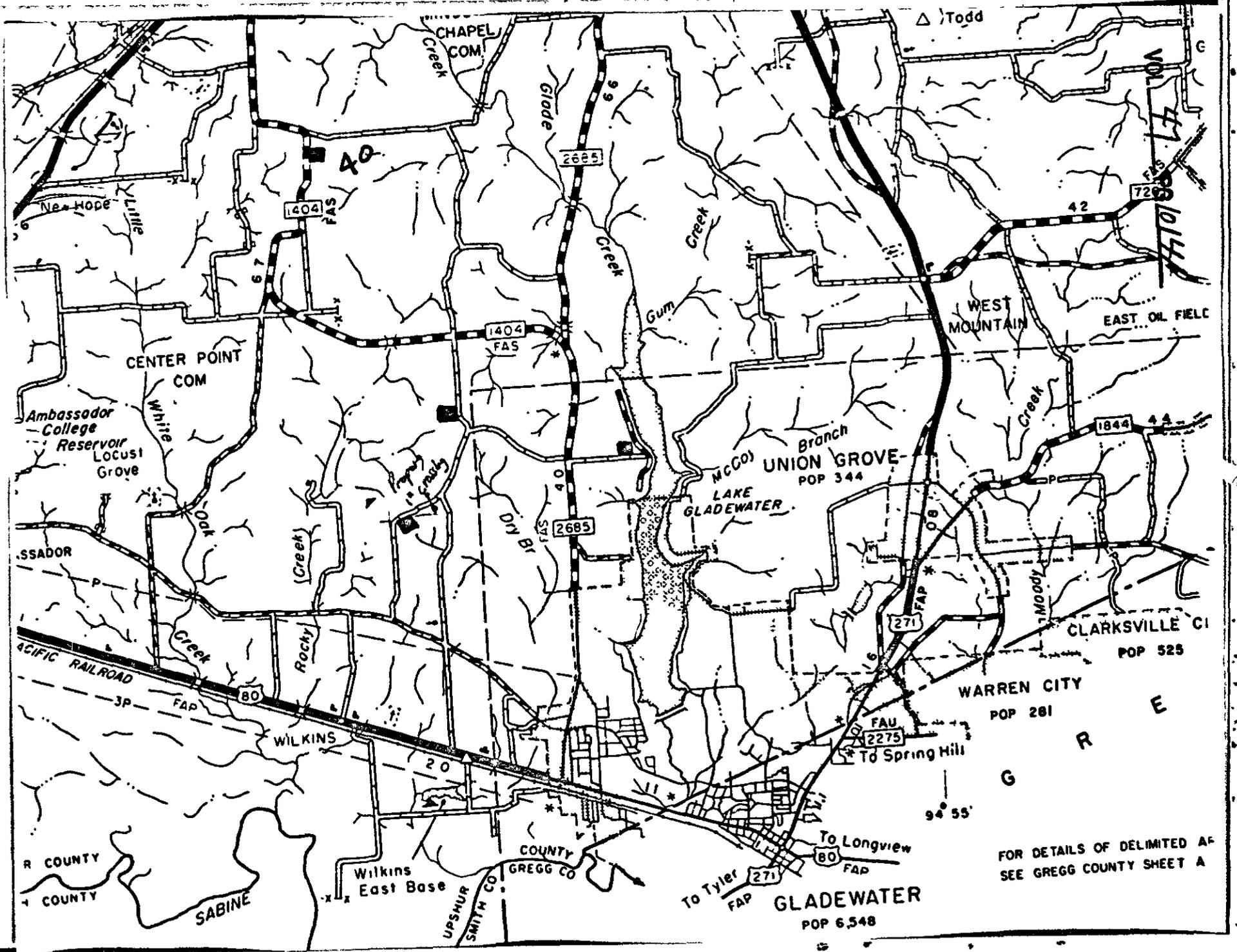
NAME *Robbie Arrington*  
ROBBIE L. ARRINGTON

TITLE MANAGER

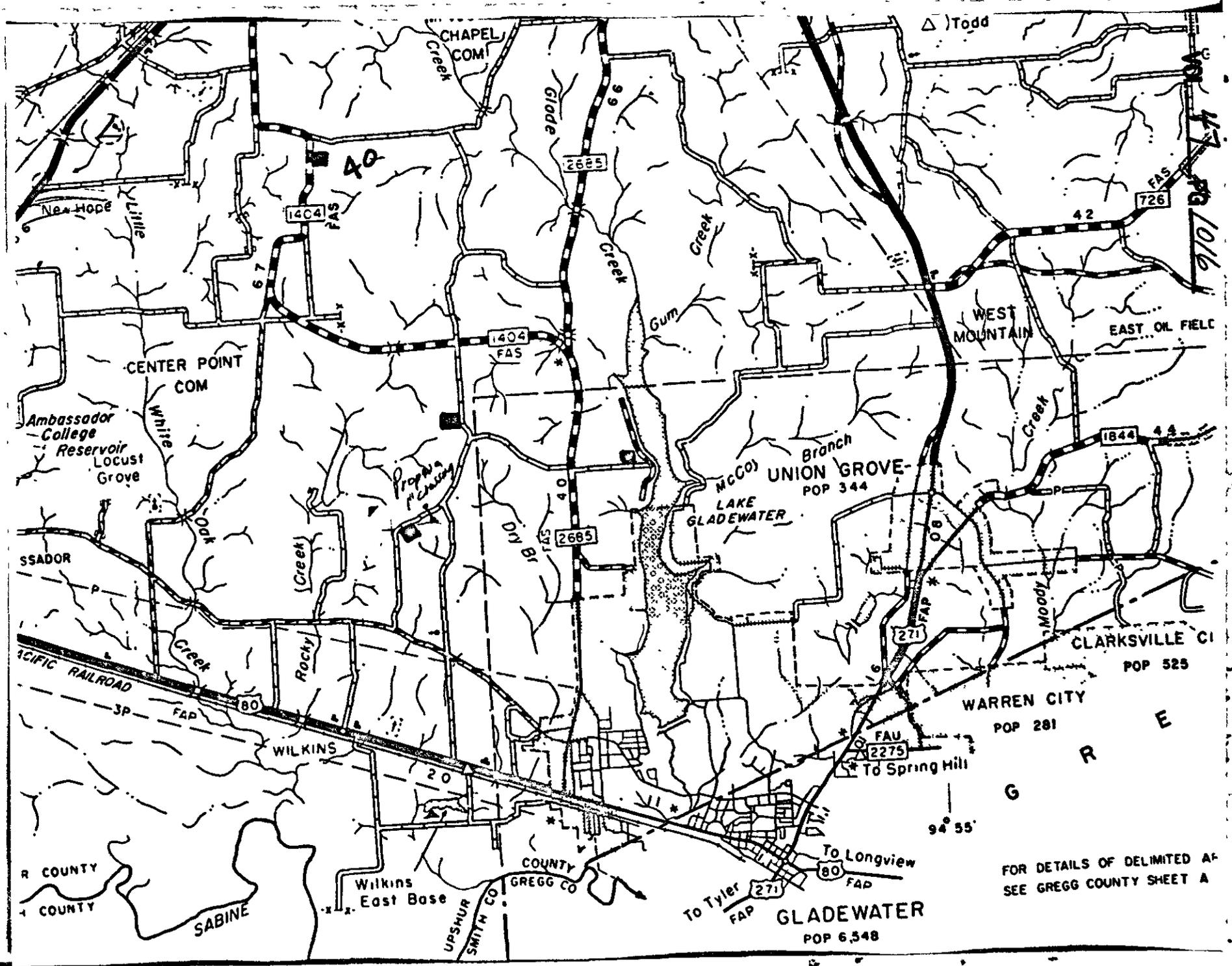
ADDRESS P. O. BOX 567 GILMER, TX 75644

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 2:15  
UPSHUR COUNTY, TX









FOR DETAILS OF DELIMITED AREA  
SEE GREGG COUNTY SHEET A

APR 01 '97 16:31 UPSHUR COUNTY

P.1

Post-It Fax Note	7671	Date	4-1-97	Page	2
From	Ron Hamilton				
Co./Dept	Co				

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

RECEIVED  
APR 14 PM 2:16  
UPSUR COUNTY, TX

PRECINCT #1

DATE 4-1-97

Formal notice is hereby given that C W RESOURCES whose principal address is P.O. BOX 1004, WHITE OAK, TX. 75693 does hereby propose to place a GAS LINE (RD. BORE) within the ROW of County Road BOB-O-LINK.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the day of \_\_\_\_\_, 19\_\_\_\_.

I, \_\_\_\_\_ hereby attest that I have read the conditions set forth in this application and understand its contents. NAME Rod Thompson TITLE Agent

759-8019 APPROVAL OF PERMIT APPLICATION

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

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

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

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

*[Signature]*  
Lony Stanley

*[Signature]*

**SPECIAL ROAD USE AGREEMENT CONTRACT**

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

The undersigned LASCO, 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) \_\_\_\_\_

LARKSPUR

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 1122  
Street or Box

GILMER, TX. 75644  
City, State and Zip Code

843-2457  
Telephone

Timber Tract

4-8-97  
Date Signed

County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

Date Signed

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 2:45

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

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

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.

Bill E. Patterson  
First Party Signature

RT. 7 BOX 24  
Street or Box

GILMER, TX. 75644  
City, State and Zip Code

797-6474  
Telephone

EARP  
Timber Tract

4-2-97  
Date Signed

County Judge

Maddey Lindsey  
Commissioner 1

James Staley  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

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

FILED  
REX A. SHAW  
COURT CLERK  
97 APR 14 PM 2:45  
UPSHER COUNTY TX

Permit issued for a period not to exceed 90 days.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

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

DATE 4-3-97

Formal notice is hereby given that BI-COUNTY WATER whose principal address is P.O. BOX 848, PITTSBURG, TX. 75686 does hereby propose to place a WATER LINE within the ROW of County Road GOLDEN ROD. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

856-5840

APPROVAL OF PERMIT APPLICATION

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

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

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

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

*Yoder Lueke*  
*Tommy Steele*      *Ch. R. [Signature]*

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY DOVIE SMITH

GARDENIA ROAD.

797-6948

GENTLEMEN:

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

RESPECTFULLY YOURS,

X. Steacy Jelley

PRECINCT 42

DATE 4-3-97

APPROVED \_\_\_\_\_ REJECTED \_\_\_\_\_

Charles L. Still COUNTY JUDGE

Gaddis Lindsey COMMISSIONER 1

Tommy Stanley COMMISSIONER 2

David Loid COMMISSIONER 3

Charles K. Thompson COMMISSIONER 4

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 2:44  
UPSHER COUNTY, TX  
BY \_\_\_\_\_  
JEFFREY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #3

DATE 4-4-97

FILED  
REX A  
COURT  
97 APR 14  
MIONE

Formal notice is hereby given that LOYD CRABREEE  
principal address left, 3 BOX 110, BIG SANDY, TX. 75756 does hereby propose  
to place a CULVERT within the ROW of County Road  
ASPEN TRAIL. The location and description of  
the proposed lines or appurtenances is more fully shown by three  
(3) copies of drawings attached to the application. Proposed  
construction will begin, if approved, on or after the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

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

636-5549

APPROVAL OF PERMIT APPLICATION

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

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

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

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

*Handwritten signatures: Jodey Lundy, Jerry Stanley*

*Handwritten signature: Lloyd Crabreee*

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY

FILED  
CLERK OF WAY  
APR 14 PM 2:46  
UPSHUR COUNTY, TEXAS

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

PRECINCT 42

DATE 4-7-97

Formal notice is hereby given that WILLIAM (BILLY) ROGERS whose principal address is P.O. BOX 543, ORE CITY, TX 75683 does hereby propose to place a CULVERT within the ROW of County Road ZINNIA. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the        day of       , 19      .

I,       , hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME: William Rogers TITLE:       

968-4233

APPROVAL OF PERMIT APPLICATION

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

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

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

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

*Handwritten signatures:addy L... Tony S...*

*Handwritten signature: [Signature]*

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

PRECINCT #3  
DATE 4-7-97

Formal notice is hereby given that PAUL DUNNAM whose principal address is RT. 3 BOX 3238, GILMER, TX. 75644 does hereby propose to place a CULVERT within the ROW of County Road RED CEDAR. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

APPROVAL OF PERMIT APPLICATION

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

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

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

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

REC'D  
COMM  
7 APR 1997  
PM

*W. D. Linder*  
*Tommy Star*  
*Paul Dunnam*  
*Chas. R. Dunnam*

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1. First Party agrees to use only that section of (describe exact route, direction and miles in tenths) FRONT STREET AND MARTIN LUTHER KING BLVD.

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

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

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

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

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

[Signature]  
First Party Signature

RT. 1 BOX 415 ORE CITY, TX. 75683  
Street or Box

City, State and zip Code

968-6233  
Telephone

DORTZ  
Timber Tract

3-31-97  
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]

County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

Commissioner 3

[Signature]  
Commissioner 4

Date Signed

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 2:44  
UPSHER COUNTY, TX.

**SPECIAL ROAD USE AGREEMENT CONTRACT**

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

The undersigned MOSE TIMBER COMPANY, 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) \_\_\_\_\_  
GOAT AND GORILLA

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

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

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

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

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

[Signature]  
First Party Signature  
P.O. BOX 137  
Street or Box  
BLOOMBURG, TX. 75556  
City, State and Zip Code  
903-728-5831  
Telephone  
ROBBIE  
Timber Tract  
3-31-97  
Date Signed

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

FILED  
REX A. SIMS  
COUNTY CLERK  
97 APR 14 PM 2:46  
UPSHUR COUNTY, TEXAS

Permit issued for a period not to exceed 90 days.  
[Signature]

**SPECIAL ROAD USE AGREEMENT CONTRACT**

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

The undersigned TED DAVIS TIMBER CO., 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) RISON & CAMEL

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

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

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

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

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

[Signature]  
First Party Signature

RT. 9 BOX 615  
Street or Box

TEXARKANA, TX. 75501  
City, State and Zip Code

903-796-0217  
Telephone

GOODSON  
Timber Tract

3-31-97  
Date Signed

Permit issued for a period not to exceed 90 days.  
[Signature]

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

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 2:46  
UPSHUR COUNTY, TX.

**SPECIAL ROAD USE AGREEMENT CONTRACT**

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

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

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

WHITE CEDAR, WHITE OAK, AND CHERRY

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

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

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

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

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

[Signature]  
First Party Signature

3992 HWY. SOUTH  
Street or Box

STEPHENS, ARK. 71764  
City, State and Zip Code

501-836-7069  
Telephone

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

3-31-97  
Date Signed

\_\_\_\_\_  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

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

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 2:45  
UPSHUR COUNTY, TEXAS

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)

DAFFODIL

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  
1-800-447-9333  
Telephone

Timber Tract  
4-8-97  
Date Signed

Permit issued for a period not to exceed 90 days.

County Judge  
[Signature]  
Commissioner  
[Signature]  
Commissioner  
[Signature]  
Commissioner  
[Signature]  
Commissioner

FILED  
REX A SHAW  
COUNTY CLERK  
97 APR 14 PM 2:45  
UPSHUR COUNTY, TX.

Date signed

**SPECIAL ROAD USE AGREEMENT CONTRACT**

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

The undersigned E & S TIMBER, 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) \_\_\_\_\_  
SHAMBURGER

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

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

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

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

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

[Signature]  
First Party Signature

RT. 1 BOX 173 C  
Street or Box

HARLETON, TX. 75651  
City, State and Zip Code

777-2456  
Telephone

MORRIS  
Timber Tract

4-8-97  
Date Signed

County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

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

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 2:45  
UPSHUR COUNTY, TEXAS

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 D & B TIMBER COMPANY, 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) ELK, ERMINE, CARIBOU

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

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

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

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

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

[Signature]  
First Party Signature

RT. 1 BOX 160 D  
Street or Box

ATLANTA, TX. 75551

City, State and Zip Code

903-796-2126

Telephone

IRONS & POOLE

Timber Tract

4-8-97

Date Signed

County Judge

[Signature]  
Commissioner

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
REX-A-SHARK  
COUNTY CLERK  
97 APR 14 PM 2:45  
UPSHER COUNTY, TX  
DEPUTY





**SPECIAL ROAD USE AGREEMENT CONTRACT**

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

The undersigned MCSWAIN, 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) \_\_\_\_\_

FIR

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.

Allen M. Smith  
First Party Signature

RT. 4 BOX 1156  
Street or Box  
CENTER, TX. 75958  
City, State and Zip Code  
409-598-9859  
Telephone

\_\_\_\_\_  
Timber Tract  
4-9-97  
Date Signed

Ch  
County Judge

Maddox Lusk  
Commissioner 1

Tommy Lusk  
Commissioner 2

Ch  
Commissioner 3

Ch  
Commissioner 4

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

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 2:45  
UPSHUR COUNTY, TX.

Permit issued for a period not to exceed 90 days.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #3

DATE 4-9-97

Formal notice is hereby given that PHILIP SMITH whose principal address is RT. 3 BOX 165, GILMER, TX. 75644 does hereby propose to place a CULVERT within the ROW of County Road ASPEN TRAIL. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

734-4784

APPROVAL OF PERMIT APPLICATION

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

REC'D  
COU  
97 APR 14 4 11 PM '97

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

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

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

*Tommy Stowers*  
*Tommy Stowers*

*ch*  
*Philip Smith*

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #3

DATE 4-9-97

Formal notice is hereby given that MICHELLE EDWARDS whose principal address is RT. 2 BOX 101-A, PITTSBURG, TX. 75686 does hereby propose to place a CULVERT within the ROW of County Road TURTLE CIRCLE. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

762-6791

APPROVAL OF PERMIT APPLICATION

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

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

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

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

Yadder  
Tommy Stanley

Carl  
Carl H. P.

97 APR 14 PM 2:11  
REX  
CO  
14111

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #4

DATE 4-9-97

Formal notice is hereby given that JOHN SUMMERS whose  
principal address is RT. 2 BOX 923-C, PITTSBURG, TX. 75686 (see) hereby propose

to place a CULVERT within the ROW of County Road  
WOLVERINE. The location and description of  
the proposed lines or appurtenances is more fully shown by three  
(3) copies of drawings attached to the application. Proposed  
construction will begin, if approved, on or after the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

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

762-2908

APPROVAL OF PERMIT APPLICATION

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

REC'D  
COM. CLERK  
7 APR 14 PM 2:23

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

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

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

Goddie Pudey  
Sony Stanters

[Signature]  
[Signature]

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY WANDA JOHNSON  
RT. 11 BOX 11750, GILMER, TX, 75644  
TOAD ROAD.

GENTLEMEN:

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

RESPECTFULLY YOURS,

X Wanda Johnson  
762-2819

PRECINCT #4

DATE 4-8-97

APPROVED \_\_\_\_\_ REJECTED \_\_\_\_\_

CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey  
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley  
TOMMY STANLEY, COMMISSIONER 2

DAVID LOYD, COMMISSIONER 3

Charles K. Thompson  
CHARLES K. THOMPSON, COMMISSIONER 4

FILED  
REX A. SHAW  
COUNTY CLERK  
97 APR 14 PM 2:44  
UPSHER COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

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

BEGONIA

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.

Bruce Mayo  
First Party Signature

HC 74 BOX 100  
Street or Box

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

405-981-1506  
Telephone

Timber Tract

4-10-97  
Date Signed

Permit issued for a period not to exceed 90 days.

County Judge \_\_\_\_\_

W. L. Linder  
Commissioner 1

Sonny Standley  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

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

FILED  
REX A SHAW  
COUNTY CLERK  
97 APR 14 PM 2:44  
UPSHUR COUNTY, OK

Date: 4-14-97

COMMISSIONER COURT  
ATTENDANCE SHEET

Name	City of Residence
Bill Bacon	County
Wayne Pallock	COUNTY
David Mooney	County
Michael L. Brad	Smith Co.
David L.M. Miller	Gilmer
Robert Cromley	"
R.D. Cross	"
Dale Bylfuhr	Melrose
Joe Little	Bilmer
Gay R. Fraylor	Tyler
Phyllis Williams	(Tyler <sup>GILMER</sup> MORNING TELEGRAPH)
Ken Sheppard	White Oak
Karna Steina	Gilmer
Mary Harris	Gilmer
Glenn Evans	Langston News
DIANE BURHAM	UPSHUR-DIANA
M. Smith	County
Wright Banner	Upshur - Gilmer
Mac Overton	Melrose

FILED

UPSHUR COUNTY LIBRARY MONTHLY REPORT  
FOR THE MONTH OF MARCH, 1997

REGISTRATION REPORT

Previous balance-----Cards	<u>6,516</u>	Individuals	<u>15,049</u>
Added from city--cards	<u>12</u>	Individuals	<u>30</u>
Added from county--cards	<u>50</u>	Individuals	<u>156</u>
Total added for month-cards	<u>62</u>	Individuals	<u>186</u>
CURRENT TOTAL-----CARDS	<u>6,578</u>	INDIVIDUALS	<u>15,235</u>

CATALOGING REPORT

Total holdings as of	<u>MARCH 1, 1997</u>	<u>68,422</u>
Adult books added-----	<u>169</u>	
Juvenile books added-----	<u>63</u>	
Total books added-----	<u>232</u>	
Non-book items added-----	<u>14</u>	
Total materials added-----	<u>246</u>	
Books withdrawn-----	<u>0</u>	
Non-book items withdrawn-----	<u>0</u>	
Total withdrawn-----	<u>0</u>	
Net Total materials added-----	<u>246</u>	
TOTAL HOLDINGS TO DATE-----		<u>68,668</u>

CIRCULATION REPORT

Materials circulated as of	<u>MARCH 1, 1997</u>	<u>22,771</u>
Adult books circulated-----	<u>3,266</u>	
Juvenile books circulated-----	<u>1,132</u>	
Total books circulated-----	<u>4,398</u>	
Pictures circulated-----	<u>0</u>	
Records circulated-----	<u>6</u>	
Adult cassette tapes-----	<u>196</u>	
Juvenile cassette tapes-----	<u>19</u>	
Video tapes-----	<u>138</u>	
Magazines-----	<u>34</u>	
Puzzles-----	<u>12</u>	
Total non-book materials circulated-----	<u>405</u>	
Interlibrary loans-books-----	<u>19</u>	
Non-book interlibrary loans-----	<u>13</u>	
Total interlibrary loans-----	<u>32</u>	
Total circulation for the month-----		<u>4,835</u>
TOTAL CIRCULATION FOR THE YEAR-----		<u>27,606</u>

FILED  
REX A. STARR  
COUNTY CLERK  
97 APR 14 PM 2:15  
BY UPS

OTHER LIBRARY ACTIVITIES

Reference questions -----monthly	<u>1,958</u>	to date	<u>9,334</u>
Patrons entering library-----monthly	<u>3,369</u>	to date	<u>18,023</u>
Volunteer hours logged-----monthly	<u>91</u>	to date	<u>544</u>
Use of conference room-----monthly	<u>16</u>	to date	<u>89</u>
Use of Activity Center-----monthly	<u>32</u>	to date	<u>160</u>
Library programs-----monthly	<u>4</u>	to date	<u>28</u>
Attendance at programs-----monthly	<u>49</u>	to date	<u>544</u>

**UPSHUR COUNTY SHERIFF'S DEPT.  
JAIL DIVISION**

**REPORT ON JAIL OVERCROWDING  
AND STAFFING ANALYSIS**

**APRIL 14, 1997**

FILED  
RFX A 11/97  
CORRECTION TX  
97 APR 14 PM 2:42  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
OFFICE

## **CURRENT JAIL CONDITIONS**

The Upshur County Jail was built in 1986. The jail is located at 405 North Titus in Gilmer, Texas.

The design capacity of the jail is 70. It consists of: ten separation cells, sixteen single cells, and six multiple occupancy cells with a total capacity of 44 beds.

The jail also contains two holding cells accomodating fourteen persons total and one detoxification cell accommodating six persons.

The facility has consistently passed its annual inspections and was in compliance during the most recent inspection on March 7, 1996.

The population of the Upshur County Jail on March 1, 1997 was 83 which is 118.57% of the jail capacity. The jail is not currently housing inmates at other county facilities.

The Upshur County jail provides support for five (5) local police departments: the City of Gilmer Police Department, the City of Ore City Police Department, the City of East Mountain Police Department, the City of Big Sandy Police Department, and the City of Gladewater Police Department. The county also houses arrestees for the constable, the local game warden, the district attorney, the Texas Forest Service, and the Department of Public Safety.

Upshur County is not currently engaging in alternative type housing or sentencing and does not have a pretrial release program.

UPSHUR COUNTY JAIL

FACILITY DESIGN

The Upshur County Jail is located in Gilmer, Texas. The jail, a single tier structure containing over 16,585 square feet, is located in the Criminal Justice Center. The Center also offices the Probation Department, District Attorney, County Attorney, District Judge, Justice Of The Peace, District Clerk, and the Sheriff. The jail structure was occupied December 19, 1986 and accommodates administrative offices, lobby, dispatch/control room, sallyport, laundry and kitchen areas, an exercise yard, property room, medical section, visitation room, intake and release area, multi-purpose room, a detoxification cell with the capability of housing seven inmates, two holding units jointly housing sixteen inmates, and ten inmate living areas

The housing units are designed as follows:

<u>UNIT</u>	<u>DESIGN</u>	<u>CAPACITY</u>
A Cellblock	Single Cell	8
B Cellblock	Separation Cell	8
C Cellblock	Single Cell	8
D Unit	Dormitory	8
E Unit	Dormitory	8
F Unit	Dormitory	8
G Unit	Dormitory	8
H Unit	Dormitory	6
T Unit	Dormitory	6
SC	Separation Cell	2
<hr/>		
TOTAL		70

**UPSHUR COUNTY JAIL****CURRENT STAFFING**

The Jail Administrator is responsible for all the jail operations. Such activities encompass personnel scheduling, training, and supervision; budget management; inmate and staff safety and security; facility integrity; procedural and regulatory compliance; facility sanitation and inspection; requisition and expenditure control; and inmate management. The Jail Administrator is also responsible for the daily activities of the Inmate Trust Fund and all funds dispersed from this fund. As well, the Jail Administrator is occasionally called upon to assist the Patrol Division with investigative matters.

There are two Sergeants assigned to the jail. These Sergeants are responsible for the supervision of personnel assigned to the Jail Division. Such responsibilities encompass scheduling, training, monitoring, and directing and evaluating staff members and their activities. They also conduct personnel briefings and facility tours and inspections. They respond to inmate inquiries, complaints and emergencies. The Sergeants coordinate all jail activities with various criminal justice entities (i.e., Judiciary, Probation/Parole Reps., Law Enforcement Officials, etc.). They ensure safety and security practices are enforced, and departmental objectives are executed.

The Floor Security Officers are responsible for the daily supervision of the inmate population. Not only do they perform inmate observations duties, but also perform and/or supervise several support functions such as booking and release, laundry, visitation, religious services, education and rehabilitation programs, recreation, library services, and control room activities. In addition, the Floor Security Officers perform cell checks, inmate head counts, facility inspections, transportation, perimeter inspections, fire and evacuation drills and other tasks which provide for the safety and security of inmates and staff, and the integrity of the facility. There are currently nine Floor Security Officers assigned to the facility.

The Jail Records Clerk is responsible for the daily maintenance of the inmate jail files. The clerk performs daily inspections of intake and release files to see that the proper documents are in the files. The clerk also assists the Jail Administrator in the scheduling of transfer of inmates from other facilities to Upshur County. The clerk also does all Criminal History Reporting to the Texas Dept. of Public Safety on all inmates that are processed through the facility along with all communications with The Texas Dept. Of Criminal Justice for Paper Ready inmates that will be transferred to the penitentiary, and inspection of all pen packets to ensure that the inmates have met the criteria to be paper ready. The clerk coordinates with the District Attorney's Office, District Clerk's Office, and Community Supervision regarding pen packets and substance abuse facility packets. The clerk along with all these duties also performs Floor Officer Duties when possible. There is one Officer assigned to do these duties.

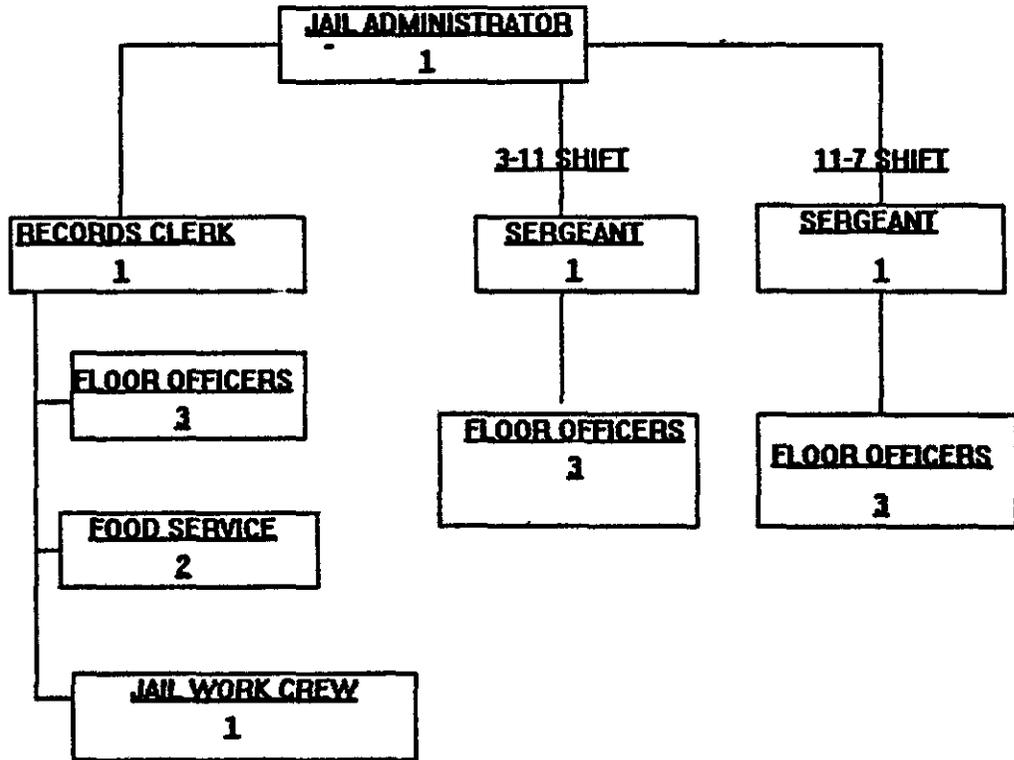
There are also Control Center Officers assigned to the Upshur County Jail. The Control Center Officers operate the Jail Control Center. The Control Center is equipped with radios, telephones, computers, door control mechanisms, camera monitors, intercoms, fire safety equipment, and other electrical and mechanical circuitry devices. In addition to operating, controlling and monitoring the equipment, the Control Center

Officers also respond to public telephone inquiries; receive, greet and assist visitors; receive, sort and inspect mail; receive and post incoming funds and property and supervise inmates during visitation. The Floor Security Officers currently are assigned to these duties also.

The Food Service Cooks are responsible for preparing and managing the food service operations entailing the ordering and stocking food and food supplies; evaluating and inspection kitchen equipment needs; preparing and planning menus to serve three meals a day to the inmate population; supervising inmates that work in the kitchen; and sanitizing and inspection the kitchen area. Meals are served three times daily- 7:00am; Noon; and 5:00pm.

The Jail Industries Program Officer is responsible for the daily supervision of inmates that are sentenced to the Jail Industries Program by the County Court or District Court. The Officer coordinates with persons in the community and County Commissioners for work to be done in the community and on county roads. This program operates 4 days a week 10 hours a day. There is one Detention Officer assigned to this duty.

**UPSHUR COUNTY JAIL  
CURRENT ORGANIZATIONAL CHART**



UPSHUR COUNTY JAIL

OPERATIONAL ACTIVITIES

Intake and Release

Approximately ten persons are booked each day; three persons are processed on the 7-3 Shift, five persons are processed on the 3-11 Shift, and two persons are processed on the 11-7 Shift. Once an arrestee is received, a Floor Security Officer completes the entire booking process (i.e., initiating a file jacket; completing the booking card; running criminal history and warrant checks; fingerprinting and photographing the inmate; conducting classification, medical and suicidal screening; inventorying property and monies; issuing linen, bedding and clothing; assigning appropriate housing; etc.). This process is completed within thirty minutes.

During an incarceration, all court records, fine payments, posting of bonds and other vital detention documents are received and processed by the Floor Security Officers. The Floor Security Officers also review and update each inmate file.

Floor Security Officers coordinate inmate releases. This includes the receipt and disposition of bonds and fine payments. Approximately ten inmates per day are released from the facility; five inmates are out-processed on the 7-3 Shift and five inmates are out-processed on the 3-11 Shift. Floor Security Officers are assigned the task of out-processing each inmate for release or transfer to other jurisdictions. This process is completed within five minutes.

Disciplinary and Grievance Hearings

The Sergeants initially review each incident report prior to referring the matter to the Jail Administrator for a disciplinary board hearing. Approximately one inmate a month is referred to a disciplinary panel consisting of three members. Approximately six complaints are referred to the Jail Administrator per month. A grievance panel, similar to the disciplinary panel, is initiated when a grievance hearing is required.

Prisoner Information Packet/Parole In Absentia

The Floor Security Officers are assigned the task of preparing prison and parole in absentia packets. Approximately three inmates receive a prison sentence each month requiring the preparation of prison packets.

Sanitation

Facility sanitation is completed by an inmate worker. This inmate is selected, supervised and directed by the Floor Security Officers.

## UPSHUR COUNTY JAIL

OPERATIONAL ACTIVITIESReligious Services

Religious services are provided twice a week; Sundays and Saturdays from 8:00 am until 10:00 am. These services are congregational in nature and are held in the multi-purpose room. Approximately ten inmates attend each service. Local church representatives conduct these services. The inmates are supervised by the Control Center Officers.

Educational Activities

On Tuesdays and Thursdays, from 6:00 pm until 8:30 pm, approximately eight inmates participate in the G.E.D. program. A school representative, from the Kilgore College system, provides educational instruction to the inmates. The multi-purpose room is used to perform this activity. The inmates are supervised by the Control Center Officers.

Library Services

A bookshelf, located in a jail hallway, is stocked with donated books and is available to the inmates upon request. Inmates may be escorted to the area for personal selection or may request the delivery of books by the Floor Security Officers.

Visitation

Visitation is conducted on Mondays from 6:00 pm until 8:00 pm and on Sundays from 1:00 pm until 3:00 pm. Each inmate is authorized two, twenty minute visitation periods each week. Approximately four inmates can visit during one visitation session. The Control Center Officers greet and register visitors. Inmates are escorted to the visitation area by Floor Security Officers and are supervised by the Control Center Officer.

Mail

Incoming mail is delivered to the facility six days a week. The Control Center Officer receives, sorts, inspects and delivers the mail to the Floor Security Officers for inmate distribution. Outgoing mail is collected and deposited in appropriate mail receptacles by Floor Security Officers.

UPSHUR COUNTY JAIL

OPERATIONAL ACTIVITIES

Food Service

The Food Service Cooks are responsible for preparing and managing the food service operations - which entails the ordering and stocking of food and food supplies; evaluating and inspecting kitchen equipment needs; preparing and planning menus to serve approximately 210 meals a day; supervising inmates; and sanitizing and inspecting the kitchen area. Meals are served three times daily - 7:00 am; Noon; and 5:00 pm.

Rehabilitation Programs

Alcoholics Anonymous (AA) is offered on Thursday evenings from 6:00 pm - 8:30 pm. The program is facilitated by a representative from the local AA Chapter. Approximately ten inmates participate in this program. The program is held in the multi-purpose room and supervised by the Control Center Officers. Once a month, a representative from the Mental Health And Mental Retardation Department visits the facility to provide necessary inmate counseling services.

Control Center

The Control Center Officers operate the Jail Control Center. The Control Center is equipped with radios, telephones, computers, door control mechanisms, cameras, monitors, intercoms, fire safety equipment, and other electrical and mechanical circuitry devices. In addition to operating, controlling and monitoring the equipment, the Control Center Officers also respond to public telephone inquiries; receive, greet and assist visitors; receive, inspect and sort mail; receive and document inmate property and monies; and supervise a variety of inmate activities that transpire in the multi-purpose area or the visitation room.

## UPSHUR COUNTY JAIL

OPERATIONAL ACTIVITIES

There are several operational activities that are performed in the Jail. Many of these activities are mandated by Jail Standards and are vital to its successful operation.

Commissary

The inmate commissary system is provided by a contracted vendor. Inmates place commissary orders on Sunday evenings. The 11-7 Floor Security Officers receive the orders, debit trust fund accounts and transmit the orders (via computer modem) to the vendor. On Tuesday evenings, commissary products are delivered to the facility and are distributed by the 3-11 Floor Security Officers. On a weekly basis, five hours of work activity are dedicated toward the commissary program.

Property Intake

Incoming inmate property, mainly female inmate undergarments and court clothes, are received at the Control Center. The Control Center Officer inspects and distributes the articles to a Floor Security Officer for delivery to the appropriate recipient. Since these items are personal and directly given to the inmates upon receipt, there is no requirement for inventorying or documenting these property items. Money is accepted at the Control Center. The Control Center Officer updates inmate trust fund accounts, completes receipts, deposits monies in a bank bag for future bank posting and delivers account receipts to the Floor Security Officer for inmate distribution. During the Intake Process, property items gathered during booking are collected, inspected, inventoried, documented and stored in individual receptacles. Monies collected during the Intake Process are inventoried, delivered to the Control Center Officers for trust fund account updates and placed in a bank bag for future bank posting.

Recreation

Inmates receive the opportunity to recreate four times a week. Inmates assigned to units F, G, C, and H recreate on Sundays (7-3 Shift); Mondays (3-11 Shift); Tuesdays (7-3 Shift) and Thursdays (7-3 Shift). Inmates assigned to units A, B, D and E recreate on Sundays (3-11 Shift); Mondays (7-3 Shift); Wednesdays (7-3 Shift) and Saturdays (7-3 Shift). Recreation is held in the exercise area and is supervised by the Control Center Officers.

Building Maintenance

All required maintenance activities are accomplished by the Building Maintenance Worker or through local business establishments and vendors. The Building Maintenance Worker is responsible for the physical plant (encompassing over 16,585 square feet) and surrounding property. When building and equipment repairs are required, the Building Maintenance Worker completes the task or schedules local contractors or vendors to complete necessary work orders. Such services include plumbing and electrical circuitry, ventilation, electronic mechanisms, and general maintenance (i.e., ordering and stocking supplies, inspecting equipment, etc.).

**UPSHUR COUNTY JAIL**

**OPERATIONAL ACTIVITIES**

**LAUNDRY**

The facility is equipped with one washer and one dryer. Laundry exchange occurs twice a week; on Tuesdays and Saturdays. Soiled inmate bedding, linen and clothing items are collected, laundered and reissued to each inmate. One inmate worker performs this service under the intermittent supervision of the Floor Security Officers.

**MEDICAL SERVICES**

A licensed Vocational Nurse is contracted to provide weekly medical services to the jail facility. Approximately eight inmates are seen during the sick call visits. When required, the Nurse refers inmates to a medical doctor for further evaluation, diagnosis, and treatment. Approximately twelve inmates a month are transported to the doctor by Floor Security Officers. Dental Services are contracted and done within the facility. The Nurse and the Floor Security Officers inventory and stock certain over-the-counter-medications for inmate distribution. Floor Security Officers are also responsible for distribution and inventory of prescription medication to inmates three times daily or more often if needed.

**COURT TRANSPORT AND SECURITY**

As previously discussed, the jail facility is located within the Criminal Justice Center. The District Judge and Justice of the Peace also office in the Criminal Justice Center. Inmates are sometimes escorted to the District Courtroom when the Bailiff is not available by Floor Security Officers. Floor Security Officers also transfer inmates to the County Courthouse, which is located app. three blocks South of the Criminal Justice Center.

## UPSHUR COUNTY JAIL

INMATE POPULATION AND DEMOGRAPHICS

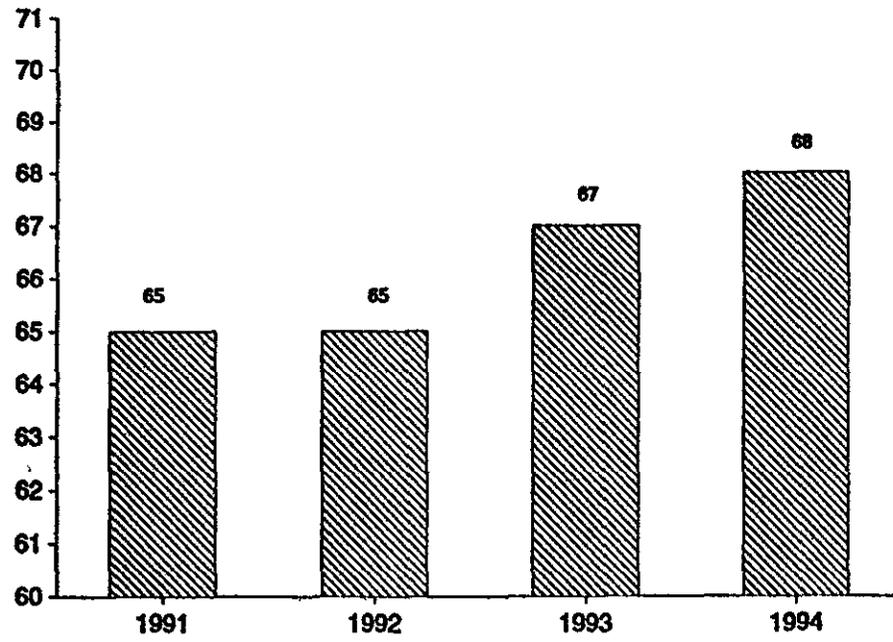
The following statistical data illustrates that the Upshur County Jail system is at 97 percent capacity or maintains an average daily inmate population of 68. The subsequent measures provide a historical overview of the inmate population trend and inmate demographics indicative of the Upshur County Jail.

## INMATE POPULATION

<u>YEAR</u>	<u>POPULATION</u>	<u>PERCENTAGE OF CAPACITY</u>
1991	65	92%
1992	65	92%
1993	67	95%
1994	68	97%

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### UPSHUR COUNTY JAIL INMATE POPULATION



### INCARCERATION RATE TRENDS

The incarceration rates for past years are calculated by dividing the average daily population (ADP) of the jail by the total county population for the year. The incarceration rate reflects the number of inmates housed per 1,000 people in the county.

<u>YEAR</u>	<u>ADP</u>	<u>COUNTY POPULATION</u>	<u>LOCAL RATE</u>	<u>STATE RATE</u>
1997	74	32878	2.3	2.06
1996	60	32701	1.8	2.06
1995	67	33755	2.0	3.00
1994	63	33280	1.9	3.00
1993	69	33092	2.1	3.50
1992	70	32260	2.2	2.50
1991	51	32085	1.6	2.09
1990	52	31370	1.6	2.20
1989	59	31229	1.9	1.85
1988	46	31489	1.5	1.36

The local incarceration rate has increased over the past ten years. Recent reports indicate the population within the jail is 118% of its capacity and that Upshur County has operated over 120% of capacity within the last 3 months.

For use in this analysis, the current local incarceration rate of 2.3 will be used to project future needs.

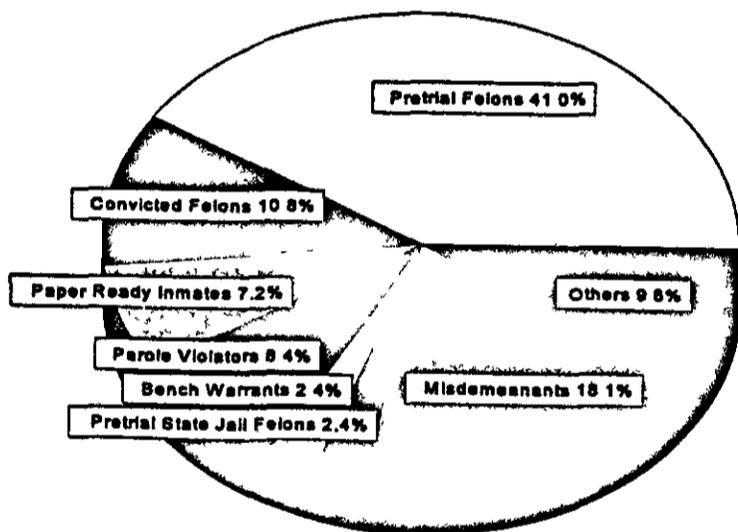
### **INMATE DEMOGRAPHICS**

The total population of county inmates housed in the Upshur County Jail on March 1, 1997 was 83.

The following table represents the type of inmates housed:

<b><u>CUSTODY LEVELS</u></b>	<b><u>NUMBER OF INMATES</u></b>
Pretrial Felons	34
Convicted Felons	9
Paper Ready Inmates	6
Parole Violators	7
Bench Warrants	2
Pretrial State Jail Felons	2
Misdemeanors	15
Others	8

### **DEMOGRAPHIC PERCENTAGES**



UPSHUR COUNTY JAIL

STAFFING REQUIREMENTS AND RECOMMENDATIONS

The following staffing requirements and recommendations have been formulated on the basis of information received from Upshur County Sheriff's Department personnel regarding facility design, inmate capacity, inmate population average and demographics, operational activities and minimum supervision requirements.

SHIFT RELIEF FACTOR

Shift Relief Factor is the mathematics ratio between the hours that are actually available to work and the hours that need to be worked.

The method of calculating the Shift Relief Factor is as follows:

365	Work Days
104	Days Off
11	Holidays
12	Vacation Days
5	Sick Days
5	Other (Funeral, Military, Emergency, and Administrative Leave)
10	Training
<hr/>	
147	Days Off Per Year
218	Actual Days Off
365/218	1.67
<b>Shift Relief Factor</b>	<b>1.67</b>

UPSHUR COUNTY JAIL

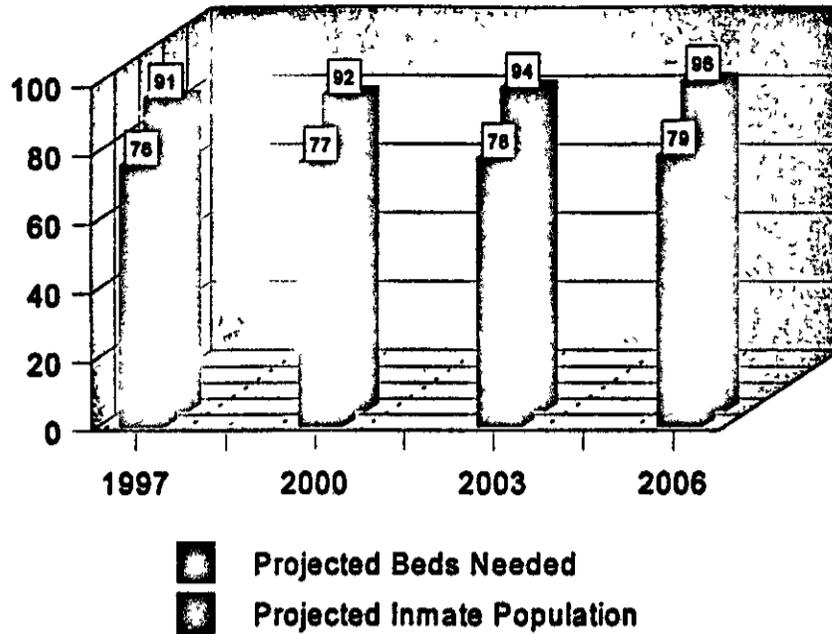
STAFFING REQUIRMENTS AND RECOMMENDATIONS

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POSITION	SHIFT			RELIEF FACTOR	TOTAL
	1	2	3		
JAIL ADMINISTRATOR	1				1
SERGEANTS	1	1	1		3
FLOOR SECURITY OFFICERS	2	2	2	1.67	10
CONTROL CENTER OFFICERS	1	1	1	1.67	5
JAIL RECORDS CLERK	1				1
FOOD SERVICE COOKS	2				2
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TOTAL					22

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## Projected Capacity Needs



### RECOMMENDATION

The above analysis indicates that Upshur County could need, at a minimum, 96 jail beds by the year 2006. However, since the jail population reached a level of 92 in January of 1997, it appears feasible to provide a jail capacity of 144 beds. First, information from the county indicates U.S. Highways 271, 259, and 80 and State Highways 155 and 154 traverse the county and are heavily travelled by visitors and commuters due to two (2) colleges and eight (8) school districts along with numerous seasonal recreation areas and events. Second, a new lake that is currently under construction should have an impact on population. Third, the county currently has 2,280 outstanding warrants in both J.P. Court and District Court that are managed to limit jail overcrowding. County representatives have also indicated population growth in the county to be rising beyond population levels detailed by the Bureau of State Health Data and Policy Analysis.

**UPSHUR COUNTY JAIL**

**SITUATION AND RECOMMENDATIONS**

The Upshur County Jail, as you have seen through this report has grown since completion in 1986. The Texas Commission on Jail Standards has changed standards, and dealing with inmates has become increasingly more difficult. The needs of Upshur County has grown and Police Agencies have grown and become more active. Along with this the courts have responded to expectations of the public to become more strict on sentencing of offenders. This only means that a jail that is 10 years old cannot be expected to remain the same. When the facility becomes overcrowded safety and security are of the utmost importance not only for the Jail Staff but the general public.

The Texas Commission on Jail standards did a staffing analysis in July 1994 and at that time they recommended that the jail staff be increased to 22 officers. It was not acted on at that time and now, 3 years later our population has increased even more and staffing has remained the same.

I believe that Upshur County is in an emergency situation to do something to solve the Jail Staffing problem and the inmate overcrowding problem. If these problems are not addressed and solved in the near future I believe that our Jail will not be in compliance with Jail Standards and that it will be a safety and security problem to the jail staff and the general public. I urge the Commissioners Court to address this problem immediately.

R.D. Cross  
Sheriff Upshur County