

NOTICE OF MEETING

COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
SPECIAL SESSION, MONDAY, JULY 28, 1997, 9:00 AM
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take appropriate action.
3. Consider approval of accounts payable and take action.
4. Consider approval of payroll changes.
5. Consider selection of outside audit firm. This was tabled from 7-14-97 agenda.
6. Consider upgrade of Reserve Deputy Constable Jim Liberacki. This was previously tabled.
7. Consider adoption of costs on conviction for courthouse security.
8. Consider adoption of vehicle registration fees to be placed in road and bridge fund as provided by Chapter 502, Section 502.172 of the Transportation Code.
9. Discuss and take action if necessary, a request for payment from TxDOT for the Sabine River Bridge.
10. Consider request by County Clerk, Rex Shaw, to buy his military time.
11. Consider request by Rolan Corley for Sandra Powell to be a Reserve Deputy Constable.
12. Consider request by W. V. Ray for funds for a S.T.E.P. employee to attend a Judicial Seminar relating to J. P. work..
13. Approve applications for use of Upshur County roads and right of way.

Charles L. Still

Charles L. Still
County Judge

97 JUL 28 PM 3:20

UPSHUR COUNTY COMMISSIONER'S COURT

7-28-1997

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

1. Motion by Gaddis Lindsey seconded by Rick Jackson to approve minutes of previous meeting dated 7-14-1997. Motion carried.
2. Motion by Gaddis Lindsey seconded by Kenney Thompson to approve budget amendments as presented by County Auditor. Motion carried. Copy attached.
5. Motion by Gaddis Lindsey seconded by Rick Jackson to approve tabling any action on agenda item concerning selection of outside auditor until 7-31-1997. Motion carried.
- 3 Motion by Tommy Stanley seconded by Kenney Thompson to approve payment of bills now due. Motion carried. Copy attached.
4. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve payroll change for Hannah Jamison due to introductory period ending. Motion carried. Copy attached.
12. Motion by Gaddis Lindsey seconded by Kenney Thompson to approve request of W. V Ray for funds for a S.T.E.P. employee to attend a Judicial Seminar relating to J P. work. Motion carried.
6. Motion by Kenney Thompson seconded by Gaddis Lindsey to approve the upgrade of Reserve Deputy Constable Jim Liberacki to Deputy Constable. Motion carried. Copy attached.
7. Motion by Kenney Thompson seconded by Gaddis Lindsey to approve adopting cost on conviction for courthouse security Amount of fees to be collected is \$3 00 by J P. office and \$5.00 by District and County Courts. Motion carried
8. Motion by Kenney Thompson seconded by Rick Jackson to approve adoption of vehicle registration fee to be placed in road and bridge fund as provided by Chapter 502, Section 502.172 of the Transportation Code. Amount of fee is \$5.00 to become effective beginning of 1998. Motion carried with Commissioners Thompson and Jackson and Judge Still voting yes. Commissioners Lindsey and Stanley voted no.
9. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve tabling until 7-31-1997, agenda item concerning request for payment from TXDOT for the Sabine River Bridge. Motion carried.

10. Motion by Gaddis Lindsey seconded by Kenney Thompson to approve request of Rex Shaw, County Clerk, to buy his military time. Motion carried.

13 Motion by Gaddis Lindsey seconded by Kenney Thompson to approve the following Permit Applications, Special Road Use Agreements and/or Applications for filling abandoned wells:

Special Road Use Agreement submitted by H & S Contractors to haul gravel on Bison Road.

Special Road Use Agreement submitted by F & S Timber to haul logs on Locust Road.

Special Road Use Agreement submitted by David Madden to haul sand on Camp Joy Road.

Special Road Use Agreement submitted by Henson Logging to haul logs and pulp wood on Holly and Aspen.

Permit Application submitted by East Texas Telephone to place a telephone cable in ROW of Bobwhite.

Permit Application submitted by Larry and Stephanie Smith to place a culvert in ROW of Bluebell.

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

Special Road Use Agreement submitted by Total Mematone to haul logs on Poinsettia.

Application for filling abandoned well submitted by Jerry & Judy Eckeberger to fill abandoned well located on Persimmon Road.

Special Road Use Agreement submitted by 23 Corp Kilgore to haul logs on Wild Onion and Verbena.

Special Road Use Agreement submitted by Panola Timber to haul logs on Strong Road.

Motion carried on all the above. Copies attached.

Motion by Gaddis Lindsey to adjourn.

Charles Still
JUDGE CHARLES STILL

Gaddis Lindsey
COMMISSIONER GADDIS LINDSEY

Tommy Stanley
COMMISSIONER TOMMY STANLEY

Rick Jackson
COMMISSIONER RICK JACKSON

Kenney Thompson
COMMISSIONER KENNEY THOMPSON

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 28TH
day of JULY, 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 JUL 28 AM 10:32
UPSHUR COUNTY, IA
BY _____
IN PRESENCE

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 7-28-97

Honorable Commissioners Court of Upshur County:

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

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	10	401	3095	250
To:	10	401	4490	250

Reason: AD/NOTICE

Gaddis Lindsey
Department Head Comm. Ct.

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 7:28.97

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	426	4015	200
To:	10	426	3095	200

Reason: BOOKS & PUBLICATIONS

Charles J. Still
Department Head COUNTY CT.

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 7.28.97

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	409	4600	224
To:	10	409	3090	224

Reason: P.O. BOX RENT


Department Head NON-DEPT.

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 7-28-97

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	435	4145	2000
To:	10	435	4135	2000

Reason: COURT COSTS

L. Paid
Department Head DIST CT.

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 7-28-97

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	565	3096	1125
	10	565	4501	2500
To:	10	565	5350	1125
			4495	100
			3480	900
Reason:			3125	1500

R. Com. H.
Department Head JAIL

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 7-28-97

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	565	4501	500
			5425	1000
			5750	500
To:	10	565	3115	500
			3480	1000
			3010	500

Reason:

RS R...ly
Department Head TRIL

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 7.28.97

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	570	4410	1600
			5200	1000
			5300	500
			5400	500
To:	10	570	4330	800
			4495	1300
			5450	1500

Reason:

Arnold Gray
Department Head / CSD

Attest - County Clerk

BUDGET AMENDMENT

Date: 7.14.97

Honorable Commissioners Court of Upshur County:

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

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:				
To:	10	650	5100	5920

Reason: REPLACE A/C FOR ACTIVITY BLDG.

Jayne Morrison
Department Head LIBRARY

Attest - County Clerk

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

31 Jul 1997

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 07/28/97 thru 07/30/97

PAGE 1

Check #....	MC Date....	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions.....
70553-APCA	07/28/97	360 COMMUNICATIONS	\$123.95	\$96.95 \$27.05	SUP2CCP-ACCT#GM00318/JULY 9'97 BILLING JUV PROB-ACCT#GM00626/JULY 9'97 BILLING
70554-APCA	07/28/97	A & E HILL AND WELDING SUPPL	\$56.54	\$10.10 \$25.25 \$1.19	PCT#4-CUST#173125/CYLINDER RENT(ACEM, OX150) PCT#2-CUST#173000/CYL. RENTALACELI, ACEM, OX275(3) PCT#2-SERVICE CHARGE
70555-APCA	07/28/97	ABC AUTO PARTS	\$11.05	\$4.79 \$6.26	CO S-CUST#9620/RELAY CO JAIL-SPRAY DISINFECTANT
70556-APCA	07/28/97	ACCU. CHEM LABORATORIES	\$298.50	\$298.50	CCP-PROFILES/INV#87+06&86482
70557-APCA	07/28/97	AMERICAN HERITAGE LIFE INSUR	\$400.35	\$400.35	CASE#47939/JUNE '97 PAYROLL DEDUCTIONS
70558-APCA	07/28/97	AT & T INFORMATION SYSTEMS	\$9.11	\$9.11	TELE-COMM-ACCT#7303179690001/JULY 12 '97 BILLING
70559-APCA	07/28/97	BARRY WALLACE, ATTY	\$300.00	\$150.00 \$150.00	D CT-CAUSE#445-93/IN THE INTEREST OF THE NICKELBUR CHILDREN D CT-CAUSE#J-4-97/IN THE INTEREST OF KEVIN DAVIS-A JUVENILE
70560-APCA	07/28/97	BARSCO	\$20.84	\$20.84	J. CTR-CUST#UPS025/THERMOSTAT
70561-APCA	07/28/97	BAXTER SALES CO, INC	\$619.89	\$619.89	CO JAIL-CUST#100950/ISSUE, TOWELS, LYSOL, TRASH BAGS
70562-APCA	07/28/97	BLAZER RESOURCES, INC.	\$23,940.00	\$8,190.00 \$12,600.00 \$3,150.00	PCT#3-CUST#2611/ROAD OIL(390 BBLs @ \$21.00) PCT#3-CUST#2611/ROAD OIL(600 BBLs @ \$21.00) PCT#3-(150)bb1s ROAD OIL@21.00per bb1
70563-APCA	07/28/97	Bobby Johnson Equipment Co.	\$500.00	\$500.00	PCT#4-(1)4-71 BLOCK
70564-APCA	07/28/97	BOOKLIST	\$69.50	\$69.50	CO LIB-SUBSCRIPTION TO BOOKLIST
70565-APCA	07/28/97	BROBART CO	\$427.43	\$427.43	CO LIB-44 BOOKS
70567-APCA	07/28/97	BROOKSHIRES	\$113.99	\$25.58 \$60.00 \$28.41	D A-MARK A. DUMONT/HOT CK RESTITUTION D A-MARK A. DUMONT/HOT CK RESTITUTION D. A-MARK. A. DUMONT/HOT CK. RESTITUTION
70568-APCA	07/28/97	GALAME, LINEBARGER&GRAHAM	\$3,453.19	\$3,453.19	DEL TAX-JUNE '97 DELIQUENT TAX COLLECTED
70569-APCA	07/28/97	CAVENDER'S BOOT CITY	\$141.57	\$75.60 \$65.97	CONST#2-UNIFORM PANTS CO JAIL-UNIFORM PANTS
70570-APCA	07/28/97	CENTRAL PUBLIC SAFETY EQUIPM	\$208.90	\$208.90	CO S-CUST#UPSHU/HANDCUFFS(10)
70571-APCA	07/28/97	CITY DRUG COMPANY	\$7.60	\$7.60	SUP-FILM

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RECEIVED

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 07/28/97 thru 07/30/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
70572-APCA	07/28/97	CITY OF GILMER	\$1,746.72	\$303.70	CO ETH-ACCT#130274000/JULY 18'97 BILLING
				\$101.00	ROCK BLDG-ACCT#130345000/JULY 18'97 BILLING
				\$15.00	911-ACCT#010076050/JULY 18'97 BILLING
				\$38.20	CO TAX-ACCT#120151000/JULY 18'97 BILLING
				\$15.00	PORTER BLDG-ACCT#120171000/JULY 18'97 BILLING
				\$1,254.23	J CTR-ACCT#010067500/JULY 18'97 BILLING
				\$19.50	VACANT LOT-ACCT#120229000/OCT 4'96-7/3/97 WATER
70573-APCA	07/28/97	COMPLETE BUSINESS	\$682.45	\$682.45	BA CUST#LNS154/CPY COUNT CONT 65367 COPIES 09/01/96-06/01/97
70574-APCA	07/28/97	COOPER, FLOWERS, DAVIS,	\$2,444.35	\$1,238.92	NDN DEPT-REF 7004943 GLEN CROSSvs. COUNTY 2/5-3/31/97
				\$761.00	NDN DEPT-REF 7004943 GLEN CROSSvs. COUNTY 4/17-5/7/97
				\$444.43	NDN. DEPT-REF: 7004945 IVA MAE WILLISvs. COUNTY 2/10/97-6/2/97
70575-APCA	07/28/97	DAILY ELECTRIC, INC	\$68.00	\$68.00	J CTR-WORK ON ELEC MOTOR
70576-APCA	07/28/97	DARRELL RAY	\$14.45	\$14.45	SUP REIMBURSE/SUPPLIES/FEES
70578-APCA	07/28/97	DAVID W. BULLER, M. D.	\$69.60	\$69.60	CO IND-BONNIE EASLEY/PAT#5368/MED SERV.
70579-APCA	07/28/97	DAVIS ELECTRIC COMPANY	\$133.00	\$133.00	J CTR-LABOR/BOOKING AREA LIGHTS&RECEPTACLES
70580-APCA	07/28/97	DENTRUST DENTAL	\$617.50	\$617.50	CO JAIL-B HART, J HOSAK, C. JOHNSTON, J. MCKINLEY, R RIGGS, B WALKER/DENTAL EXPENSES
70581-APCA	07/28/97	DIAGNOSTIC CLINIC OF LONOIE	\$312.40	\$312.40	D A MEDICAL TESTIMONY/STATEvs. FONZELL JACKSON, JR.
70582-APCA	07/28/97	EAST TEXAS MEDICAL	\$288.40	\$288.40	CO JAIL PAT #1207273/WILLIAM SMEDLEY(X-RAYS)EMERG. RM.
70583-APCA	07/28/97	EAST TEXAS MEDICAL CENTER	\$274.20	\$158.10	CO JAIL PAT#450000000/JASON ANDERSON(MED. SERVICES
				\$79.50	CO S-JOSHUA MARTIN/ROUTINE MEDICAL
				\$36.60	CO JAIL PAT#17974208/JOE JOSLIN(MEDICAL)
70584-APCA	07/28/97	ELWELL'S OIL & LUBE	\$17.00	\$17.00	CO S-UNIT#4/OIL, FILTER, LABOR
70585-APCA	07/28/97	FUTURE EQUIPMENT CO, INC	\$53.62	\$53.62	PCT#2-CUST#5UCP002/PIN; BLADE NU
70586-APCA	07/28/97	OCR LONOVIEW TRUCK	\$361.86	\$361.86	PCT#2-18 X 4 X 30 FIRESTONE TIRE & TUBE
70587-APCA	07/28/97	GEORGE P BANE, INC	\$21.44	\$21.44	PCT#3-ACCT#91937/CLAMPS
70588-APCA	07/28/97	GILMER DRUG COMPANY	\$284.82	\$10.28	CO S-UPS SHIPMENT
				\$4.69	CO JAIL-IVAREST

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AMOUNTS

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

31 Jul 1997

Approved Disbursements

THE SOFTWARE GROUP, INC

Disbursements Made from 07/28/97 thru 07/30/97

PAGE 3

ALL Checking Accounts

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

\$15 50 CO JAIL-WALTER BIRCHER/PRESCRIPTIONS
\$33 57 CO JAIL-MARGO TROTTER/PRESCRIPTIONS
\$71 10 CO JAIL-SUSAN SEMAR/PRESCRIPTIONS
\$20 70 CO JAIL-ZANTAC/CITRUCEL
\$10 13 CO JAIL-JAMES JOHNSON/PRESCRIPTION
\$20 25 CO JAIL-ZANTAC
\$78 60 CO JAIL-JACK ODOM/PRESCRIPTIONS

70589-APCA 07/28/97 GILMER LUMBER COMPANY INC \$238 24

\$10 95 CO TAX-LOCK
\$104 98 CO TAX-CUST#0021020/LUMBER
\$6 00 CO TAX-CUST#0021020/SANDPAPER; PAINT THINNER
\$4 74 CO TAX-WASHERS; ANCHOR BOLTS
\$62 47 CO TAX-CATCH;HINGES;POLTS;DOORS;CITS;LOCKSETS
\$15 25 CO TAX-CUST#0021020/BIT; BLADES; THRESHOLDS
\$3 85 CO TAX-CUST#0021020/SCREWS; NAILS; HINGES

70590-APCA 07/28/97 GILMER MUFFLER SHOP \$155 00

\$15 00 PCT#1-REPAIR EXHAUST PIPE
\$140 00 PCT#1-NEW MUFFLER & TURN DOWN PIPE

70591-APCA 07/28/97 GILMER OFFICE CENTER \$297.83

\$9 87 CO AUD-PENS; PENS
\$29 96 D. A -MICROCASSETTE RECORDER
\$245 00 I. C -B 1/2 X 11 COPY PAPER
\$13 00 JUV PROB-(1)SELF INKED STAMP

70592-APCA 07/28/97 GILMER VETERINARY CLINIC \$60 00

\$60 00 CO S-RABIES EXAM

70593-APCA 07/28/97 GOOLSBEE TIRE SERVICE \$693 58

\$693 58 PCT#2-TIRES

70594-APCA 07/28/97 GOVERNMENT RECORDS SERVICES \$6,567.41

\$6,567 41 CO. CLK-CUST#309/MICRO FILMING; INDEXING 6/27/97

70595-APCA 07/28/97 H & H BUILDERS SUPPLY \$28.53

\$28 53 JUV PROB-BRACKETS, SCREWS, WIRE, NUTS

70596-APCA 07/28/97 H&D TIRE & AUTOMOTIVE \$3,123 41

\$160 00 PCT#1-BATTERY; RECYCLE FEE; CORE CHARGE
\$18 92 PCT#3-EYE BOLT; FLASHING
\$18 40 PCT#1-BOLTS; NUTS
\$7 00 PCT#1-THERMAL JUGS
\$48 67 PCT#1-FILTER; SWITCH
\$5 49 PCT#2-WELDING RODS
\$67 40 PCT#1-FREON; OIL
\$32 96 PCT#1-U JOINTS (4)
\$75 61 PCT#1-FOR CASE LOADER-FILTERS (3); OIL; ANTIFREEZE, WD40, SOLYS-1T, BRAKE CLEANER; HAND CLEANER
\$121 98 PCT#1-TIRES, RECYCLE FEE
\$858 82 PCT#1-TUBES, TIRES; RECYCLE FEE
\$24 89 PCT#1-SPARK PLUGS; WIRE
\$1 96 CT-HSE-KEYS
\$0 92 CT-HSE-KEY
\$175 75 PCT#3-HYDRAULIC FITTINGS (4); HYDRAULIC HOSE; BUSHING & PLUG

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VENING

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

31 Jul 1997

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 07/28/97 thru 07/30/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
70597-APCA	07/28/97	HANDY MART	\$39 10	\$39 10	D A MARK A DUMONT/HOT CK RESTITUTION
70598-APCA	07/28/97	HANDY MART GRO	\$54 36	\$34 36 \$20 00	PCT#1-DIESEL PCT#1-DIESEL
70599-APCA	07/28/97	HERBERT L. YOUNG	\$9,164 77	\$3 18 \$1,974 95 \$1,895 17 \$2,040.45 \$72.72 \$169 99 \$19 24 \$57 26 \$2,875.38 \$25.25 \$31 18	CO S-GASOLINE PCT#1-GASOLINE(710GALS @ \$1.05); DIESEL(1835 GALS @ \$0.67) PCT#4-GAS (710 GALS @ \$1.01); DIESEL(1835 GALS @ \$0.642) PCT#3-DIESEL(1225 GAL. @ \$0.642); GAS. (1320 GAL. @ \$0.95) PCT#1-OIL CO BLDGS-GASOLINE/165 GALS MAP-17 GALS GASOLINE DA-47 GALS GASOLINE CO S-GASOLINE CONST#2-23 GALS GASOLINE WASTE MGT-30 GALS GAS
70600-APCA	07/28/97	HOLMES CONCRETE PIPE	\$192 00	\$192 00	PCT#1-24" PLASTIC CULVERT
70601-APCA	07/28/97	I DEAL COMPUTERS, INC.	\$1,033.00	\$60 00 \$973 00	COMPUTER-(1)4WAY SWITCH BX, LABOR(SHERIFF'S) COMPUTER-HARD DRIVE FOR SHERIFF'S OFFICE
70602-APCA	07/28/97	INGRAM LIBRARY SERVICES	\$298.85	\$236 65 \$62 20	CO LIB-29 BOOKS CO. LIB-ACCT#2083975/BOOKS(7)
70603-APCA	07/28/97	IRVIN TIRE COMPANY	\$479.12	\$24.00 \$207.76 \$199.36 \$48.00	CO S-UNIT#11/STEMS; MT. DISHT. & BALANCE 2 WHEELS CO S-UNIT#11/TIRES(2) CO S-UNIT#9/TIRES(4) CO S-UNIT#9/STEMS; MT. DISHT. & BALANCE 4 TIRES
70604-APCA	07/28/97	JAN WILLIAMS	\$5.30	\$5.30	CO. LIB-REIMBURSE/MEAL@MEETING
70605-APCA	07/28/97	JOE D CLAYTON	\$53 74	\$53 74	D CT-VISITING JUDGE 6/20/97
70606-APCA	07/28/97	JOHN SPIVEY	\$94.00	\$79.00 \$15.00	SUP-REIMBURSE/PAGER SUP-REIMBURSE/PAGER ACTIVATION FEE
70607-APCA	07/28/97	JOHNNY'S CUSTOM HATTERS	\$180.00	\$180.00	CO. S-6 STRAW HATS
70608-APCA	07/28/97	JOYCE MORRISON	\$40.32	\$40.32	CO LIB-REIMBURSE/128mi @ 315ea (HENDERSON FOREST TRAIL MEETING)
70609-APCA	07/28/97	JR'S OF OILMER	\$39 72	\$39 72	D A-KIMBERLY CRYER/HOT CK RESTITUTION
70610-APCA	07/28/97	KATHY HANCOCK	\$47 25	\$47 25	SUP-REIMBURSE/150mi @ 315-7/97
70611-APCA	07/28/97	KAVOUSSI & ASSOCIATES	\$249 00	\$249 00	COMPUTER-PROGRAM/FOUR OR MORE TAXING ENTITIES

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Approved Disbursements

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THE SOFTWARE GROUP, INC

Disbursements Made from 07/28/97 thru 07/30/97

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

1997

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
70612-APCA	07/28/97	KERNS BAKERY	\$108 75	\$22 50	CO JAIL-30 LOAVES BREAD
				\$18 75	CO JAIL-25 LOAVES BREAD
				\$30 00	CO JAIL-40 LOAVES BREAD
				\$37 50	CO JAIL-50 LOAVES BREAD
70613-APCA	07/28/97	KIRBY RESTAURANT SUPPLY	\$170 80	\$60 80	CO JAIL-ACCT#7009/BOWLS, CONTAINERS
				\$110 00	CO JAIL-ACCT#7009/DISHWASHER
					SERV 06/01/97-06/28/97
70614-APCA	07/28/97	KRISTI PHILLIPS	\$84 95	\$84 95	SUP-REIMBURSE/PAGER & ACTIVATION FEE
70615-APCA	07/28/97	LAUREN PARISH	\$311 18	\$311 18	JULY '97 JUVENILE PROBATION BOARD
70616-APCA	07/28/97	LESLIE'S SMALL ENGINES	\$127 95	\$69 95	PCT#3-BAR, CHAINS, SPROCKETS
				\$16 00	PCT#1-ROPE, LABOR
				\$22 00	PCT#3-PLUG, LABOR
70617-APCA	07/28/97	LIFE LOC. INC.	\$1,805 48	\$1,805 48	SUP-PORTABLE PRINTER, KIT
70618-APCA	07/28/97	LISA VINES	\$240 00	\$240 00	JUV PROB-REIMBURSE/JULY '97 LPC TRAINING
70619-APCA	07/28/97	LONG MOTOR COMPANY, INC	\$43 25	\$43 25	CO 5-UNIT#7/SPARK PLUG, LABOR
70620-APCA	07/28/97	LONGVIEW ASPHALT INC	\$328 06	\$328 06	PCT#2-CUST#221772/OIL DIRT (13.96 TON @ \$23 50)
70621-APCA	07/28/97	MED SHOP PHARMACY	\$112 16	\$112 16	CO INDIG-ACCT#2048/T. WELLS, J CAMMACK/PRESCRIPTIONS
70622-APCA	07/28/97	MICHEAL L SMITH, TAX-ASSESSO	\$578 75	\$467 05	D A-NAOMI LEEPER/HOT CK RESTITUTION
				\$45 80	D A-KIMBERLY MCCAULEY/HOT CK RESTITUTION
				\$65 90	D A-JEAN LANGSTON/HOT CK RESTITUTION
70623-APCA	07/28/97	MIDWAY TRUCK STOP	\$41.65	\$41 65	D A-PAIGE FINCH/HOT CK RESTITUTION
70624-APCA	07/28/97	MOORE MEDICAL CORP.	\$483 33	\$483 33	CO JAIL-CUST#0421888/MED. SUPPLIES
70625-APCA	07/28/97	NANGY THOMPSON	\$5 30	\$5 30	CO LIB-REIMBURSE/MEAL MEETING
70626-APCA	07/28/97	NATIONAL FAMILY CARE	\$384 75	\$384 75	#3152/JUNE '97 PAYROLL DEDUCTIONS
70627-APCA	07/28/97	NEWSOME'S GROCERY	\$80 90	\$80 90	D A-DAISY IVORY/HOT CK RESTITUTION
70628-APCA	07/28/97	NICHOLS MACHINERY COMPANY	\$1,722 34	\$197 74	PCT#3-BLADES, ETC FOR 120 MOTORGRADER
				\$1,524 60	PCT#1-MIXER TINES
70629-APCA	07/28/97	PETTY'S LAWN SPRINKLERS, INC	\$155 00	\$155 00	CO LIS-CUST#33535/REPAIR SPRINKLERS
70630-APCA	07/28/97	POSTMASTER	\$192 00	\$192 00	SUP-(6)ROLLS OF STAMPS

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ACCOUNTS PAYABLE SYSTEM

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
70631-APCA	07/28/97	PROFESSIONAL FOOD SYSTEMS	\$710.40	\$316.32 \$394.08	CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/ASSORTED FOODS
70632-APCA	07/28/97	QUILL CORPORATION	\$92.63	\$92.63	1 C FILE FOLDER FASTENERS(SELF-ADHESIVE), 1 1/2 X 2 STICKY NOTES
70633-APCA	07/28/97	R. B COOK & CO	\$15,624.50	\$15,624.50	D A-RISA CASTLEB/HOT CK RESTITUTION
70634-APCA	07/28/97	R. D CROSS	\$64.08	\$64.08	CO S-REIMBURSE/MEALS(CONF@FT WORTH)
70635-APCA	07/28/97	R. L. HUDGINS III	\$110.14	\$110.14	SUP-REIMBURSE/PAGER, ACTIVATION FEE, KEYS, TRAVEL
70636-APCA	07/28/97	RICK'S TIRE SERVICE	\$325.00	\$40.00 \$30.00 \$25.00 \$30.00 \$100.00 \$50.00 \$25.00 \$25.00	PCT#2-SERVICE CALL MT. 2 TIRES ON TRAILER PCT#2-SERVICE CALL; MT TIRE ON BOOMAX PCT#1-SERVICE CALL; REPAIR FLAT; MT TIRE PCT#2-SERVICE CALL; TIRE MT ON BOOMAX PCT#1-SERVICE CALL; MT. 6 TIRES/TRK#121 PCT#4 FLAT REPAIRS PCT#4-FLAT REPAIR PCT#1-SERVICE CALL; REPAIR & MT TIRE
70637-APCA	07/28/97	RID-X TERMITE & PEST CONTROL	\$250.00	\$80.00 \$85.00 \$85.00	CO. LIB-TREATMENT FOR ROACHES; SPIDERS; ANTS CO BLDGS-TREATMENT FOR ROACHES; SPIDERS; ANTS J-CTR-TREATMENT FOR ANTS; SPIDERS; ROACHES
70638-APCA	07/28/97	ROADWAY OIL CO, INC.	\$14,774.39	\$5,807.59 \$5,763.83 \$3,002.97	PCT#4-ROAD OIL (283.99 BBL@20.45) PCT#4-ROAD OIL (284.67 BBL @20.93) PCT#4-ROAD OIL (143.34 BBL@20.95)
70639-APCA	07/28/97	SANDY LIVENGOOD	\$150.00	\$150.00	D CT-CAUSE#307-89/IN THE INTEREST OF TRACY LONG
70640-APCA	07/28/97	EGHMAAD, INC	\$75.30	\$47.10 \$28.20	D JUDGE-PRE-INK STAMP JP#2-STAMP "LYLE POTTER"; SHIPPING
70641-APCA	07/28/97	SCHMANN'S	\$225.45	\$66.50 \$77.29 \$81.66	D A-KELLY REYNOLDS/HOT CK RESTITUTION D. A-KELLY REYNOLDS/HOT CK RESTITUTION D. A-KELLY REYNOLDS/HOT CK. RESTITUTION
70642-APCA	07/28/97	SCOTT-MERRIMAN, INC	\$832.33	\$769.20 \$63.13	JP#2 & JP#4-CUST#UPO1/RECEIPTS JP#2-CUST#UPO1/WARNING OF RIGHTS; FREIGHT
70643-APCA	07/28/97	SOUTHWEST GRAPHIC SYSTEMS	\$1,375.85	\$976.95 \$101.95 \$296.95	911-CUST#UCC/WHITE REFLECTIVE TAPE CO. S-CUST#UCC/BLACK REFLECTIVE TAPE CO S-CUST#UCC/GOLD & GREEN VINYL TAPE
70644-APCA	07/28/97	SOUTHWESTERN ELECTRIC POWER	\$4,694.76	\$3,817.57 \$85.50 \$733.72 \$107.79	J CTR-ACCT#71686/JULY 15'97 BILLING PORTER-BLDG-ACCT#55625/JULY 15'97 BILLING CO TAX-ACCT#25410695/JULY 15'97 BILLING 911-ACCT#25413695/JULY 15'97 BILLING

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Disbursements Made from 07/28/97 thru 07/30/97

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Check #.	HC Date....	Vendor.....	Check Amount	Invoice Amt	Invoice Descriptions.....
70645-APCA	07/28/97	STATE COMPTROLLER	\$57,712.53	\$37,712.53	QTR ENDING 6/30/97 STATE ARREST FEES REPORT
70646-APCA	07/28/97	SUNSET PRODUCTIONS, INC	\$154.41	\$154.41	CO LIB-13 CASSETTES
70647-APCA	07/28/97	SUSAN SIMMONS, CSR	\$201.00	\$201.00	NON DEPT-REF 7004835 JAMES BROWNvs COUNTY
70648-APCA	07/28/97	SYSCO FOOD SYSTEMS, INC	\$730.67	\$422.22	CO JAIL CUST#288639/ASSORTED FOODS
				\$308.45	CO JAIL-CUST#288639/ASSORTED FOODS
70649-APCA	07/28/97	TAC	\$450.00	\$150.00	CO AUD REGISTRATION/BEN SHEPPERD('97 POST LEGIS)
				\$150.00	CO TREAS-REGISTRATION/MYRA HARRIS('97 POST LEGIS)
				\$150.00	COMM CT-REGISTRATION/GADDIS LINDSEY('97 POST LEGIS)
70650-APCA	07/28/97	TAYLOR'S GROCERY	\$93.00	\$60.00	D A-MICHAEL SEALAND/HOT CK. RESTITUTION
				\$33.00	D A-MICHAEL SEALAND/HOT CK. RESTITUTION
70651-APCA	07/28/97	TEXACO REFINING &	\$17.50	\$17.50	CO S-ACCT#61-030-2845-9/GASOLINE
70652-APCA	07/28/97	TEXAS AIR HYDRAULIC	\$520.00	\$520.00	PCT#3-IMPACT
70653-APCA	07/28/97	TEXAS COUNTY PRINTING	\$2,283.18	\$544.56	D CLK-CRIMINAL MINUTE BOOK(VOL 30-31; CIVIL MINUTE BOOK (VOL 42-43)
				\$1,738.62	ELECTIONS-VOTER BALLOTS; JUDGE'S KITDS; CENTRAL COUNTING KIT; EARLY VOTING KIT; SHIPPING
70654-APCA	07/28/97	TEXAS FIREHAWK	\$135.40	\$135.40	CO TAX-FIRE EXTINGUISHERS
70655-APCA	07/28/97	TEXAS PROBATION ASSOCIATION	\$140.00	\$140.00	JUV PROB-REGISTRATION/L VINES&M WYLIE('97 ANNUAL CONF)
70656-APCA	07/28/97	TEXAS WEEKLY	\$175.00	\$175.00	CO LIB-SUBS. #4261/RENEWAL SUBS.
70657-APCA	07/28/97	THIS WAY SIGN	\$982.00	\$33.90	PCT#4 WOODCHUCK; BURRO RD SIGNS
				\$302.75	PCT#1-SLOW(4); MEN WORKING(4); SWALLOW RD /SIGNS
				\$645.35	PCT#2-ASSORTED SIGNS/MARCH JUNE '97
70658-APCA	07/28/97	TRANSPORT LIFE INSURANCE COM	\$217.95	\$217.95	GROUP K44/JUNE '97 PAYROLL DEDUCTIONS
70659-APCA	07/28/97	UNDERWOOD REPORTING	\$75.00	\$75.00	D. CT-HALF DAY REPORTING/06/20/97
70660-APCA	07/28/97	UPSHUR COUNTY	\$169.35	\$169.35	SUP REIMBURSE/VALU LINE BILLING
70661-APCA	07/28/97	UPSHUR-RURAL ELECTRIC COOP	\$140.74	\$67.04	PCT#4-ACCT#121782522/JULY 16 '97 BILLING
				\$5.50	PCT#2-ACCT#41186523/JULY 21 '97 BILLING
				\$68.20	PCT#2-ACCT#91396012/JULY 21 '97 BILLING

VSQW 07/19/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
70662-APCA	07/28/97	UT HEALTH CENTER AT TYLER	\$2,005.61	\$1,475.74 \$505.85	CO INDIG-PAT#1819508/JIMMIE CAMMACK(MEDICAL) CO INDIG-PAT#1819508/JIMMIE CAMMACK(MEDICAL)
70663-APCA	07/28/97	VERMEER EQUIPMENT	\$413.92	\$413.92	PCT#4 PARTS FOR CHIPPER; FREIGHT
70664-APCA	07/28/97	VINGO FOODS	\$17.26	\$17.26	CO JAIL-CLEANERS; POTATOES
70665-APCA	07/28/97	VISA	\$204.33	\$204.33	JUV PROB-#4121635370200775, 0783; 0767 7/7/97 BILL
70666-APCA	07/28/97	W. W. GRAINGER, INC	\$18.91	\$18.91	CO BLDGS-ACCT#436-82-709-917-7/FAN MOTOR
70667-APCA	07/28/97	WAL MART #146	\$267.01	\$219.76 \$47.25	D A BRENDA MASSINGILL/HOT CK RESTITUTION D A-DEBBIE MOON/HOT CK RESTITUTION
70668-APCA	07/28/97	WALMART STORE #146	\$136.92	\$20.58 \$33.36 \$28.92 \$24.86 \$12.00 \$14.66	DA FORMAT; BATTERY; LASER D JUDGE-CUPS; SUGAR; TEA; CREAMER; COFFEE; NAPKINS CO. S-ACCT#188/EASY TOUCH; FILM; ATLAS; POSTER BOARD CO S-ACCT#188/PHOTO PROCESSING CO S-ACCT#188/PROTECT; SOS; RAIN-X; CAR WASH PCT#2 GATORAIDE
70669-APCA	07/28/97	WEST PUBLISHING	\$121.75	\$45.75 \$76.00	CO JUDGE-ACCT#866-760-500/TX PR V35 97PP&V36PA DA-ACCT#417-636-300/TX FAMILY CODE ANND & PAM
70670-APCA	07/28/97	WEST SIDE FURNITURE	\$26.34	\$26.34	PCT#4 CHDKE; FILES (18); CATCHES
70671-APCA	07/28/97	WHITE SWAN, NORTH	\$726.53	\$388.70 \$446.78 \$67.81cr \$12.93cr \$28.21cr	CO. JAIL-CUST#420711/ASSORTED FOODS CO. JAIL-CUST#420711/ASSORTED FOODS CO. JAIL-CUST#420711/CREDIT ON FOOD CO. JAIL-CUST#420711/CREDIT ON FOOD CO. JAIL-CUST#420711/CREDIT ON POTATO CHIPS
70672-APCA	07/28/97	WHOLESALE SUPPLY, INC.	\$1,815.00	\$1,815.00	PCT#2-ICE MAKER MACHINE
70673-APCA	HC 07/29/97	FIRST NATIONAL BANK GILMER	\$300,000.00	\$300,000.00	CD#28782 PURCHASED@5.78X(147days) TO MATURE 12/23/97
Total for APCA - Accounts Payable Clearing Account			\$457,638.91		

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 07/28/97 thru 07/30/97

PAGE 10

VOL 48 PG 603

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
802-FNB INS	HC 07/28/97	HEALTHCARE PARTNERS HEALTH P	\$104,615 04	\$104,615 04	UPS01/CLAIMS CUT OFF DATED 07/17/97
805-FNB INS	HC 07/29/97	FIRST NATIONAL BANK	\$300,000 00	\$300,000 00	CD#28783 PURCHASED 78Z(166days) TO MATURE 8/14/97

Total for FNB INS INSURANCE \$404,615 04

Grand Total \$862,253 95

121 records listed.

Charles L. Still
COUNTY JUDGE, CHARLES L. STILL

Gaddis Lindsey
COMMISSIONER PCT#1, GADDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

Rick Jackson
COMMISSIONER PCT#3, RICK JACKSON

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

FILED
REX A. SHAW
COUNTY CLERK
97 JUL 31 AM 9:46
UPSHUR COUNTY, TX

VOL 48 PG 604
UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date August 1, 97 Dept. 499
 Employee Hannah Jamison Co. TAY
 Social Security No. 458-79-1310 Emp. ID# 743

X	CHANGES(S)	FROM	TO
	Grade Step	<u>6/7</u>	<u>8/10</u>
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

JUN 28 11:10:32
 REX A. SHAW
 COUNTY CLERK

Comments: Hannah worked over a year part time and is now completing her introductory period -- due an increase. These funds are in fees already approved for this position.

Authorized by Michael L. Smith
 Approved by _____ Date 7-28-97

FILED
REX A. SHAW
COUNTY CLERK

97 JUL 28 AM 10:32

UPSHUR COUNTY, TX.

BY _____
DEPUTY

July 23, 1997

MEMO

TO: Commissioner's Court - Judge Charles Still

FROM: Tim Cone, Criminal District Attorney

RE: Deputy Constable/Bailiff Issue

My understanding of the request addresses two issues:

- 1) Whether it was appropriate to upgrade Jim Liberacki from reserve deputy constable to deputy constable and, if appropriate, what increase in liability there might be to the County, if upgraded.

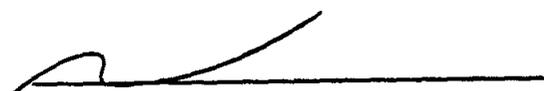
- 2) Whether it was "legal" for Mr. Liberacki to serve as a bailiff in the County and District Court, at the same time he is either a reserve deputy constable or even a deputy constable.

I have reviewed the applicable law and Attorneys' General's opinions and other authority that I could find in the matter and have come to the following conclusions. The appointment of a reserve deputy constable and a deputy constable is covered by the 86.011 and 86.012 of the Texas Local Government Code. I have attached a copy of both (even though that was provided to me) for clarification purposes copies of both statutes. Under 86.012, the Commissioners' Court may authorize the constable to appoint reserve deputy constables. The further requirements for compliance as a reserve deputy constable under the statute are clearly set out in 86.012 and there is simply no reason to repeat them in the memo itself. Further, under 86.011, the Commissioners' Court shall approve and confirm the appointment of the deputy constable only if the Commissioners' Court determine the constable needs a deputy to handle the business originating in the precinct. Again, the statute clearly sets out what qualifications are

required and what is necessary for a deputy constable to qualify for service. The basic difference between a reserve deputy constable and a deputy constable appears to me to be that a deputy constable is a full time peace officer and has full time peace officer authority, (as it relates to arrest powers, etc.) whereas a reserve deputy constable is only authorized to act as peace officer while under the specific direction of the constable him or herself as it relates to specific tasks. I have also reviewed the document that constable Cloddie Henson signed January 13, 1997, as it relates to Mr. Liberacki and quite candidly it almost appears to authorize Mr. Liberacki, as a reserve deputy constable, to act as a deputy constable. I don't know if there's anything wrong with that but that document would appear to actually elevate Mr. Liberacki's status as a reserve deputy constable to that of a deputy constable. As it relates to liability issues, the only liability increase to the County that Mr. Liberacki or any deputy constable would come from the authorization to act at any time on behalf of an elected County official in performance of duties of the peace officer as opposed to a reserve deputy constable, where normally such person would act only for specific tasks or specific times as related to the authority set out by the constable. Therefore, a deputy constable would be "on duty" for more hours in a day than a reserve deputy constable so there is obviously some increase of potential liability as a result. However, that's the only liability issue I see in the matter, quite frankly.

As it relates to the other question regarding whether it was appropriate for either the reserve deputy constable or a deputy constable to serve as a bailiff of a Court (either County or District Court), I simply see no reason that such person could not act in both capacities. Specifically there is a letter opinion from the Attorney General's office that I have attached that was sent to me (92-73) which apparently answered the question quite clearly to me and indicates there is no conflict or violation of the doctrine of incompatibility between serving as a constable and a bailiff. Therefore, certainly there would be no conflict between serving as a bailiff and a deputy constable or a reserve

deputy constable. Quite frankly, there appear to be nothing inappropriate in a person serving at both capacities and receiving payment for both. I would hasten to add that all Courts have an inherent judicial power that includes a necessity to provide security in a Courtroom. While it is somewhat difficult to set specific parenthesis on that power, the power must be broad so that the interest of justice are met. I would urge the Commissioner's Court to do everything they can to make certain that our Court system is adequately secure at all times, I can tell you from a personal standpoint, it is essential for the administration of justice. Therefore, the appointment of Mr. Liberacki or anyone so situated and the payment to them for their duties is most important. I apologize for the delay in getting this matter addressed, however, as you know, I have been quite busy and doing what we can to make certain that the criminal justice system flows properly and I've gotten to this matter as soon as I can. If you have any other questions let me know.


TIM CONE

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Wells Contractors, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, Texas, 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) Own Road 1/2 mi. hauling gravel - hauling to Mc Bee location (3 trucks working)

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 gravel 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 or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Gary Howard
First Party Signature

Ch
County Judge

1110
Street or Box

Commissioner 1

Mt Pleasant 75455
City, State and Zip Code

Jerry Stahl
Commissioner 2

1903 572 6053
Telephone

[Signature]
Commissioner 3

Timber Tract

[Signature]
Commissioner 4

7-24-97
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
97 JUL 28 AM 10:32
BY
UPSHUR COUNTY, TX
7/27/97

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X
KNOW ALL MEN BY THESE PRESENTS

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

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

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

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. , 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 or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

James Dwyfeller
First Party Signature

Ch
County Judge

Rt 1 Box 173-C
Street or Box

Commissioner 1

Waxton TX. 75651
City, State and Zip Code

Tommy Clark
Commissioner 2

736-1266
Telephone

Commissioner 3

Tucker
Timber Tract

Commissioner 4

7-23-97
Date Signed

Date Signed

Permit issued for a period not to exceed 0 days

FILED
REX A. SHAW
COUNTY CLERK
97 JUL 28 AM 10:32
UPSHER COUNTY, TX

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned David Madden, 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) lane 2 of intersection Hwy 259 & Texas 155. In northbound lane. Camp Jay Road

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

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

David D. Madden
First Party Signature

Ch
County Judge

P.O. Box 856
Street or Box

Commissioner 1

Minden, La 71058
City, State and Zip Code

Johnny Stanley
Commissioner 2

318-377-0928
Telephone

[Signature]
Commissioner 3

Timber Tract _____
July 23, 97
David D. Madden
Date Signed

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JUL 28 AM 10:32
BY _____
UPSHUR COUNTY, TX.
DEFINITE

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 ⁹⁰³⁻
365-2725

The undersigned Allen Hanson, 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. 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) 550 to Holly of Collier

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 lego pulp from its lands located in Precinct No. 2, Upshur County. road

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 Hanson
First Party Signature

ch
County Judge

Route 5 box 1 51088
Street or Box

Commissioner 1

Winnaboro Tex. 75444
City, State and Zip Code

Tommy Stant
Commissioner 2

365-2725
Telephone

[Signature]
Commissioner 3

Seaborn
Timber Tract

[Signature]
Commissioner 4

Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
97 JUL 28 AM 10:32
UPSHUR COUNTY TX
CLERK

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2

DATE 7/22/97

Formal notice is hereby given that East Texas Telephone whose principal address is Box 138 Dilma, TX does hereby propose to place a telephone cable within the ROW of County Road Bobwhite. 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 22nd day of July, 1997.

I, _____, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME D. L. [Signature] TITLE COM

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 7/22/97 except as noted below:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED ON THIS _____ DAY OF _____, 19____

ch
COUNTY JUDGE

COMMISSIONER PCT. 1
Tommy Hale
COMMISSIONER PCT. 2

[Signature]
COMMISSIONER PCT. 3
[Signature]
COMMISSIONER PCT. 4

FILED
REX A. SHAW
COUNTY CLERK
97 JUL 28 AM 10:32
11-11114

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2

DATE 7/21/97

Formal notice is hereby given that Larry & Stephanie Smith whose principal address is 4505 Cameron Apt 9 does hereby propose to place a culvert within the ROW of County Road Bluebell County Road. 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 7/21/97 day of _____, 19____.

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

FILED
REX A. SHAW
COUNTY CLERK
97 JUN 28 AM 10:32
UPSHUR COUNTY, TX

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

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

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

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned Paul Loggans, 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) Padena rd
16.49 about 6 mi. both sides

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

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

Paul Loggans
First Party Signature
RT Box 415
Street or Box
Greenville, Tex.
City, State and Zip Code
9686233
Telephone
Timber Tract
Timber Tract
7-19-97
Date Signed

Ch
County Judge

Commissioner 1
Tommy Slade
Commissioner 2

Commissioner 3
Ch. A. [Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JUL 28 AM 10:32

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Mrs Richardson Edna Minstone, 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) Pineapple Rd.
2 1/2 593

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

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

Mrs Richardson
First Party Signature
PO BOX 7130
Street or Box
LUNGVIEW TX 75607
City, State and Zip Code
903 758 5898
Telephone

7/18/97
Date Signed

[Signature]
County Judge

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

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JUL 28 AM 10:32

Permit issued for a period not to exceed 90 days.

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY Jerry + Judy Eskeberger
Rt 8 Box 307 Gilmer - Persimmon Rd

- ① Our back yard
- ② East of house in pasture
- ③ Next to Jeff + Vicky's house (Judy's mom + dad's house)

GENTLEMEN:

DUE TO HEALTH AS WELL AS SAFETY HAZARDS, WE REQUEST THAT ~~AN~~ 3
ABANDONED WELLS BE FILLED AS SOON AS POSSIBLE.

RESPECTFULLY YOURS,

Judy Eskeberger

PRECINCT _____

DATE _____

APPROVED _____ REJECTED _____

Ch
CHARLES L. STILL, COUNTY JUDGE

GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

RICK JACKSON, COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

FILED
REX A. SHAW
COUNTY CLERK
97 JUL 28 AM 10:33
UPSHER COUNTY, TX
BY _____
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) from 15th to Wild Onion on Verbena, n. on Wild Onion .6 mi 1 of 259
1/2 mi. on Wild Onion

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

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

Willie Freeman
First Party Signature
300 Casgill Rd.
Street or Box
Kilgore, TX 75661
City State and Zip Code
984-9474
Telephone

Timber Tract

Date Signed

Ch
County Judge

Commissioner 1
Jerry Stuck
Commissioner 2
[Signature]
Commissioner 3
[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JUL 28 AM 10:33
UPSHUR COUNTY, TEX.
CLERK

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Parola Timber, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No.____, 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.____; 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) 1/2 mile on strong Rd
to 154

2.

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

3.

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

Chad Mance
First Party Signature

P.O. Box 641
Street or Box

Carthage TX 75633
City, State and Zip Code

903-643-3442
Telephone

Strong Rd.
Timber Tract

7-15-97
Date Signed

[Signature]
County Judge

[Signature]
Commissioner

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

97 JUL 28 AM 10:33
REX A. SHAW
COUNTY CLERK

FILED
REX A. SHAW
COUNTY CLERK

VOL 48 PG 621

Permit issued for a period not to exceed 90 days.

NOTICE OF MEETING

COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
SPECIAL SESSION, THURSDAY, JULY 31, 1997, 9:00 AM
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take appropriate action.
3. Consider approval of accounts payable and take action.
4. Consider approval of payroll changes.
5. Accept payroll register for July.
6. Financial Statement.
7. Ronnie Mitchell to present Juvenile Probation budget for 1997-1998 to the Court.
8. Darryl Ray to present Adult Probation budget for 1997-1998 to the Court.
9. Consider adopting an interlocal agreement between Upshur and Marion Counties for housing prisoners.
10. Approve the bond and oath of Charlotte Newsom.
11. Approve applications for use of Upshur County roads and right of way.

Charles L. Still

Charles L. Still
County Judge

FILED
REX A. SHAW
COUNTY CLERK
97 JUL 28 AM 8:47
UPSHUR COUNTY, TX
DEPUTY

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
SPECIAL SESSION, THURSDAY, JULY 31, 1997, 9:00 AM
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

ADDENDUM

1. Select either the firm of Arnold, Walker & Arnold or Pattillo, Brown & Hill to do outside audit for the County.
2. Discuss and take action if necessary, a request for payment from TxDOT for the Sabine River Bridge.



Charles L. Still
County Judge

FILED
REX A. SHAW
COUNTY CLERK
97 JUL 28 AM 11:16
DEPUTY
UPSHUR COUNTY, TX.

UPSHUR COUNTY COMMISSIONER'S COURT

7-31-1997

Commissioners Court met in Special Session. All members present.

1. Motion by Tommy Stanley seconded by Rick Jackson to approve minutes of previous meeting dated 7-28-97. Motion carried.
2. Motion by Kenney Thompson seconded by Rick Jackson to approve budget amendments as presented by County Auditor Motion carried. Copy attached.
3. Motion by Rick Jackson seconded by Kenney Thompson to approve payment of all bills now due. Motion carried. Copy attached
4. No action taken on agenda item concerning payroll changes There were none.
- 6 Motion by Kenney Thompson to approve financial statements, as presented by County Auditor. Motion died for lack of seconded Motion by Tommy Stanley seconded by Gaddis Lindsey to approve tentatively accepting Financial Statements until corrections are made by County Auditor. Motion carried Copy on file in office of County Clerk
7. Motion by Kenney Thompson seconded by Rick Jackson to approve accepting Juvenile Probation budget for 1997-1998 Motion carried Copy attached.
8. Motion by Kenney Thompson seconded by Rick Jackson to approve accepting for recording purposes, budget for Adult probation for 1998 thru 1999. Motion carried. Copy attached.
- 9 Motion by Tommy Stanley seconded by Rick Jackson to approve Interlocal Agreement between Marion and Upshur County concerning holding of Upshur County prisoners in the Marion County jail. Motion carried. Copy attached.
- 10 Motion by Gaddis Lindsey seconded by Rick Jackson to approve accepting bond and oath of Charlotte Newsom. Motion carried. Copy on file in office of County Clerk in Volume 7 Page 439

Addendum

1. Motion by Kenney Thompson seconded by Rick Jackson to approve selecting the firm of Pattillo, Brown and Hill to do the outside Auditing for Upshur County. Motion carried with Commissioner Tommy Stanley voting no. Copy attached.
2. Motion by Rick Jackson seconded by Kenney Thompson to approve request for payment

from TXDOT for the Sabine River Bridge. Motion carried.

11. No action taken on agenda item concerning applications for use of Upahur County roads and right of ways. There were none.

5. Motion by Tommy Stanley seconded by Kenney Thompson to approve payroll for month of July. Motion carried. Copy attached.

Attendance sheet 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 31ST
day of JULY, 1997.

Charles A. 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 JUL 31 AM 10:11
UPSHUR COUNTY, TX
BY _____
RC/PIITY

BUDGET AMENDMENT

Date: 7-31-97

Honorable Commissioners Court of Upshur County:

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

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:		RESERVES		
To:	18	614	3340	100,000.00

Reason: ROAD OIL

Department Head PCT. 4

Attest - County Clerk

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 07/31/97 thru 08/08/97

PAGE 1

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions..
70845-APCA	07/31/97	UPSHUR COUNTY INSURANCE ACCO	\$3,597 90	\$3,597 90	ADP/CLAIMS, EMP. INS COSTS
70846-APCA	07/31/97	PEBSCO PAYROLL PROCESSING	\$2,628 10	\$2,628 10	ENTITY#52039 PAYROLL DEDUCTIONS
70847-APCA	07/31/97	FIRST NATIONAL BANK GILMER	\$41,414 10	\$41,414 10	FICA, MEDICARE PAYROLL DEDUCTIONS
70848-APCA	07/31/97	FIRST NATIONAL BANK GILMER	\$24,716 05	\$24,716 05	WITHHOLDING PAYROLL DEDUCTIONS
70849-APCA	07/31/97	UPSHUR COUNTY IRC/125	\$1,649 66	\$1,649 66	UNREIMBURSED MEDICAL PAYROLL DEDUCTION
70850-APCA	07/31/97	UPSHUR COUNTY IRC/125	\$384 75	\$384 75	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
70851-APCA	07/31/97	UPSHUR COUNTY IRC/125	\$336 52	\$336 52	125/AMERICAN HERITAGE PAYROLL DEDUCTION
70852-APCA	07/31/97	UPSHUR COUNTY IRC/125	\$217 95	\$217 95	125/TRANSPORT LIFE PAYROLL DEDUCTION.
70853-APCA	07/31/97	UPSHUR COUNTY IRC/125	\$1,108 67	\$1,108 67	125/CENTRAL UNITED PAYROLL DEDUCTION
70854-APCA	07/31/97	UPSHUR COUNTY IRC/125	\$7,807 95	\$7,807 95	125 DEPENDENT INS. PREMIUMS/PAYROLL
70855-APCA	07/31/97	ATTORNEY GENERAL OF TEXAS	\$510 00	\$510 00	MULTIPLE PAYORS 07/31/97 PAYROLL
70856-APCA	07/31/97	EAST TEXAS PROFESSIONAL	\$3,012 00	\$3,012 00	ETPCU/PAYROLL SAVINGS PLAN
70857-APCA	07/31/97	FIRST NATIONAL BANK	\$655 00	\$655 00	FNB/PAYROLL SAVINGS PLAN
70858-APCA	07/31/97	GILMER NATIONAL BANK	\$305 00	\$305 00	GNB/PAYROLL SAVINGS PLAN
70859-APCA	07/31/97	GILMER SAVINGS BANK	\$50 00	\$50 00	GSB/PAYROLL SAVINGS PLAN
70860-APCA	07/31/97	UPSHUR COUNTY INSURANCE ACCO	\$129 38	\$129 38	DEPENDENT INS. PREMIUMS/PAYROLL
70861-APCA	07/31/97	RHONDA GAIL YOUNG	\$250 00	\$250 00	#281-93/JDEY YOUNG#460253977 07/31/97
70862-APCA	07/31/97	RUBY COOPER, DISTRICT CLERK	\$282 00	\$282 00	RONALD D BENGE/CAUSE#81-405-DR 07/31/97
70863-APCA	07/31/97	TEXAS COUNTY & DISTRICT RETI	\$43,435 19	\$43,435 19	UNIT#329 MONTHLY REPORT
70869-APCA	07/31/97	ANGELA NORTON	\$91 26	\$91 26	D A-REIMBURSE/MEALS@JEFFERSON CT CASE (3PEOPLE)
70870-APCA	07/31/97	ANTHONY BETTERTON	\$60 21	\$60 21	CD JAIL-REIMBURSE/MEALS (TRANSPORTING DIRKSON YDUMAN, FLORIDA)
70871-APCA	07/31/97	AT & T INFORMATION SYSTEMS	\$7 70	\$7 70	SUP-ACCT#0142860638001/JULY 15'97 BILLING
70872-APCA	07/31/97	BLAZER RESOURCES, INC	\$11,025 00	\$8,400 00 \$2,625 00	PCT#1-(400)bb1s ROAD OIL@21 00per bb1 PCT#2-(125)bb1s ROD OIL@21 00per bb1
70873-APCA	07/31/97	CENTRAL UNITED LIFE INSURANC	\$1,130 91	\$1,130 91	GROUP#4269/JUNE '97 PAYROLL DEDUCTIONS

PRINTED IN U.S.A.

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

11 Aug 1997

Approved Disbursements
All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 07/31/97 thru 08/08/97

PAGE 2

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
70874-APCA	07/31/97	DAVID P. MOONEY	\$450.00	\$450.00	CO. EMC-EMERG. MGT. FOR JAN. FEB. MARCH
70875-APCA	07/31/97	GAUDARZI & MORIN LAW FIRM	\$400.00	\$400.00	D CT-CAUSE#287-97/IN THE INTEREST OF ASHLYE THORPE, A CHILD
70876-APCA	07/31/97	GENERAL TELEPHONE COMPANY	\$3,423.69	\$3,059.98	TELE COMM-#843-3083/JULY 13'97 BILLING \$25.72 TELE COMM-#636-9970/JULY 17'97 BILLING \$333.99 SUP-#L00-5457/JULY 7'97 BILLING
70877-APCA	07/31/97	GILMER CABLE TV CO., INC	\$432.80	\$11.80	COMPUTER-AUG'97 MAINT. ON DATA LINK \$421.00 NON DEPT-ACCT#15446/AUG'97 REPEATERS
70878-APCA	07/31/97	HANNAH JAMISON	\$7.35	\$7.35	NON DEPT-REIMBURSE/21 mi @ 315ea (CARRYING MAIL)
70879-APCA	07/31/97	JOHN DEERE CREDIT	\$1,489.19	\$1,489.19	PCT#2-ACCT#17-999994161/JD WHEEL LOADER (7'97)
70880-APCA	07/31/97	JOHN DEERE CREDIT	\$853.40	\$853.40	PCT#2-INV#106359/ACCT#999994161/TRACTOR BACKHOE (7'97)
70881-APCA	07/31/97	JR'S OF GILMER	\$39.89	\$16.74	D A-BELYNDA TAYLOR/HOT CK RESTITUTION \$23.15 D A-BELYNDA TAYLOR/HOT CK RESTITUTION
70882-APCA	07/31/97	KARMEN STEELMAN	\$30.87	\$30.87	COMPUTER-REIMBURSE/98mi @ 315ea (MARION COUNTY)
70883-APCA	07/31/97	LEO TRIMBLE	\$210.00	\$210.00	PCT#4-(168)yds GRAVEL @ \$1.25 per load
70884-APCA	07/31/97	MICHAEL L. SMITH, TAX-ASSESSO	\$64.55	\$64.55	D A-REBECCA WADE/HOT CK RESTITUTION
70885-APCA	07/31/97	MYRA HARRIS	\$27.13	\$27.13	CO. TREAS-REIMBURSE/86 12mi @ 315ea (TYLER MEETING INSURANCE)
70886-APCA	07/31/97	NATIONAL TECHNICAL INFORMATI	\$226.50	\$226.50	CONST#2-VIDEOS FOR TRAINING
70887-APCA	07/31/97	OTIS ELEVATOR COMPANY	\$175.63	\$175.63	TY78783897/ELEVATOR MAINT 8/1-31/97
70888-APCA	07/31/97	PATSY FAILS	\$2.63	\$2.63	NON DEPT-REIMBURSE/7.5mi @ 315 (CARRY MAIL)
70889-APCA	07/31/97	PHILLIPS PETROLEUM COMPANY	\$4.08	\$4.08	CO S-ACCT#6992684750/JULY 10'97 BILLING
70890-APCA	07/31/97	R D. CROSS	\$35.29	\$35.29	CO S-REIMBURSE/MEALS@MARION COUNTY CT CASE
70891-APCA	07/31/97	SHARON WATER SUPPLY CORP	\$18.63	\$18.63	PCT#4-ACCT#1133/JULY 22'97 BILLING
70892-APCA	07/31/97	SOUTHWESTERN BELL TELEPHONE	\$218.94	\$218.94	SUP#A PROB-#665-3909/JULY 18'97 BILLING
70893-APCA	07/31/97	SOUTHWESTERN ELECTRIC POWER	\$1,559.27	\$232.40	CO LIB-ACCT#403669/JULY 17'97 BILLING \$975.24 CO LIB-ACCT#66685/JULY 17'97 BILLING \$263.96 ROCK BLDG-ACCT#359669/JULY 17'97 BILLING \$82.67 ROCK BLDG-ACCT#40681/JULY 17'97 BILLING

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PRINTED IN USA

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions..
70894-APCA	07/31/97	SPRINT	\$15.44	\$15.44	TLE COMM-CUST#131782320/JULY 18/97 BILLING
70895-APCA	07/31/97	STEPHINIE MULLINS	\$4.73	\$4.73	NON DEPT-REIMBURSE/13 5mi@ 315ea(CARRYING MAIL)
70896-APCA	07/31/97	TEXAS AGRICULTURAL EXTENSION	\$1,200.00	\$1,200.00	CO EXT-MICROCOMPUTER, SOFTWARE&PRINTER
70897-APCA	07/31/97	TEXAS DEPT OF TRANSPORTATION	\$38,199.44	\$38,199.44	R O W-PROJECT BR 93(122)OX/CR 425@SABINE RIVER
70898-APCA	07/31/97	TEXAS DIST & CO. ATTY. ASSOC	\$35.00	\$35.00	D A-ANGELA NORTON 8/97-8/98 MEMBERSHIP DUES
70899-APCA	07/31/97	THE HAWAII OSTEOPOROSIS	\$15.00	\$15.00	CO EXT-(1)BOOK "BONE APPETIT"
70900-APCA	07/31/97	UNITED STATES POSTAL SERVICE	\$20.00	\$20.00	D A-(1)SOFT-BOUND FIVE DIGIT ZIP CODE BOOK
70901-APCA	07/31/97	UNITED STATES POSTAL SERVICE	\$3,000.00	\$3,000.00	NON DEPT-METER#206@0346/POSTAGE FOR METER
70902-APCA	07/31/97	UPSHUR COUNTY	\$3,920.72	\$3,920.72	GTR ENDING 6/30/97 STATE CT COST&ARREST FEES
70903-APCA	07/31/97	UPSHUR COUNTY FIRE DISTRICT	\$4,000.00	\$4,000.00	NON DEPT-FIRE DISTRICT/DISPATCHING(4@200.00ea mo) 2/1-6/30/97
70904-APCA	07/31/97	UPSHUR COUNTY LITERACY PROGR	\$140.00	\$140.00	SUP-(14)LITERACY TEST
70905-APCA	07/31/97	WAL-MART #146	\$29.56	\$29.56	D A-BELYNDA TAYLOR/HOT CK. RESTITUTION
70906-APCA	07/31/97	WEST PUBLISHING PAYMENT CTR	\$202.67	\$202.67	DA ACCT#41B-B64-728 7/7/97
70907-APCA	HC 07/31/97	FIRST NATIONAL BANK GILMER	\$23.19	\$23.19	WITHHOLDING PAYROLL DEDUCTIONS
Total for APCA - Accounts Payable Clearing Account			\$205,280.89		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

11 Aug 1997

Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 07/31/97 thru 08/05/97

PAGE 4

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1003-FNB 125 HC	07/31/97	UPSHUR COUNTY INSURANCE ACCO	\$7,807 95	\$7,807 95	JULY '97/INSURANCE PREM DUE FROM 125
1004-FNB 125 HC	07/31/97	UPSHUR CO OPERATING ACCOUNT	\$2,047 89	\$2,047 89	JULY '97 PAYROLL/125; CANCER, STROKE, PREM, ETC)
Total for FNB 125 - IRC/125 PLAN			\$9,855 84		

VOL 48 PG 132

PRINTED AND

Approved Disbursements
All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 07/31/97 thru 08/08/97

PAGE 3

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
806-FNR INS	HC 08/08/97	UPSHUR COUNTY INSURANCE CLEA	\$16,935.70	\$16,935.70	HCP GROUP#UPS01/PAYMENT REGISTER DATED 7/31/97

Total for FNB INS - INSURANCE \$16,935.70

Grand Total \$232,072.43

61 records listed.

FILED
LEX A SHAW
COUNTY CLERK
97 AUG 11 AM 10:42
UPSHUR COUNTY, TX.
PROPERTY

Charles L. Still
COUNTY JUDGE, CHARLES L. STILL

Gaddis Lindsey
COMMISSIONER PCT#1, GADDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

Rick Jackson
COMMISSIONER PCT#3, RICK JACKSON

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

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PG 1003
VOL 48

STOR

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 97-98
GENERAL FUND, JUVENILE PROBATION

09:10:01 24 JUN 1997

Page 32

Item and Description.....	95-96 Actual..	96-97 Org Budget	96-97 Cur Budget	05/31/97 YTD Exp..	96-97 Est Actual.	97-98 Requested..	97-98 Recommended.
575							
0 Salary Regular Employee	2,888	5,742	5,742	0		2166	
0 Supplements	4,800	4,800	4,800	3,200		4850	
0 Social Security Taxes	3,465	3,833	3,833	235		6,100	
0 Retirement Match	4,263	4,254	4,254	2,773		6,911	
0 Unemployment Compensation <i>work comp</i>	621	532	532	515		7168	
0 General Office	364	1,500	1,500	374			
5 Juvenile Board	3,734	3,450	3,450	2,489		3,450	
0 Audit & Accounting Fees	600	600	600	650		650	
0 Detention & Foster Services	10,589	7,450	7,450	6,723		7,499	
0 Bonds	50	150	150	0			
5 Other Contracted Services	0	160	160	160			
2 Educational Expense	0	1,161	1,161	0			
0 Furniture & Fixtures	2,638	0	0	0			
Total for JUVENILE PROBATION	34,012	33,632	33,632	17,120	0	38,749	0

Three Employees Insurance in non Departmental
13,044

County Clerk's Memo
Portions of this document not
reproducible when recorded

FILED
REX A. SHAW
COUNTY CLERK
97 JUL 31 AM 9:46
UPSHUR COUNTY, TX.
BY _____
DEPUTY

PROGRAM SUMMARY SPREADSHEET
FY 1998

CHIEF COUNTY:	ADDITIONAL COUNTIES:		PREPARED BY:	
UPSHUR	MARION		DARRELL RAY	
REVENUE	TOTAL BUDGET	PROGRAM: BASIC SUPERVISION LINE ITEM: BASIC SUPERVISION	PROGRAM: CCP LINE ITEM: SUBSTANCE ABUSE SERVICES	PROGRAM: CCP LINE ITEM: COMMUNITY SERVICE RESTITUTION
Requested TDCJ-CJAD Funding	375,683	263,489	56,840	56,097
PSI Payments	7,000	7,000	0	0
Community Supervision Fees Col.	280,000	280,000	0	0
Payments by Program Participants	5,600	5,000	600	0
Interest Income (Supervision only)	5,500	5,500	0	0
Carry Over from Previous FY	25,000	25,000	0	0
Other Revenue	300	300	0	0
Interfund Transfer (+ or -)				
TOTAL REVENUE	699,083	586,289	56,697	56,097
TYPE OF EXPENDITURE				
Salaries/Fringe Benefits	527,905	483,315	0	44,590
Travel/Furnished Transportation	26,300	15,500	6,300	4,500
Contract Services for Offenders	47,510	10,000	37,510	0
Professional Fees	13,615	11,070	920	1,625
Supplies & Operating Expenses	58,443	44,414	11,967	2,062
Facilities, Utilities, and Equipment	25,310	21,990	0	3,320
TOTAL EXPENDITURES	699,083	586,289	56,697	56,097

FILED
 REX A. SHAM
 COUNTY CLERK
 97 JUL 31 AM 9:46
 UPSHUR COUNTY, TX
 DEPUTY

PROGRAM SUMMARY SPREADSHEET
FY 1999

CHIEF COUNTY: UPSHUR	ADDITIONAL COUNTIES MARION		PREPARED BY: DARRELL RAY	
REVENUE	TOTAL BUDGET	PROGRAM: BASIC SUPERVISION LINE ITEM: BASIC SUPERVISION	PROGRAM: CCP LINE ITEM: SUBSTANCE ABUSE SERVICES	PROGRAM: CCP LINE ITEM: COMMUNITY SERVICE RESTITUTION
Requested TDCJ-CJAD Funding	375,683	263,489	56,097	56,097
PSI Payments	7,000	7,000	0	0
Community Supervision Fees Col	280,000	280,000	0	0
Payments by Program Participants	5,600	5,000	600	0
Interest Income (Supervision only)	5,500	5,500	0	0
Carry Over from Previous FY	29,164	29,164	0	0
Other Revenue	300	300	0	0
Interfund Transfer (+ or -)	0	0	0	0
TOTAL REVENUE	703,247	590,453	56,697	56,097
TYPE OF EXPENDITURE				
Salaries/Fringe Benefits	533,320	488,020	0	45,300
Travel/Furnished Transportation	26,100	15,500	6,300	4,300
Contract Services for Offenders	47,810	10,300	37,510	0
Professional Fees	14,815	12,070	920	1,825
Supplies & Operating Expenses	54,710	40,763	11,967	1,980
Facilities, Utilities, and Equipment	26,492	23,800	0	2,692
TOTAL EXPENDITURES	703,247	590,453	56,697	56,097

VOL. 48 PG. 1236

INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF
MARION AND UPSHUR CONCERNING HOLDING OF UPSHUR COUNTY
PRISONERS IN THE MARION COUNTY JAIL

VOL. 48 PG. 637

THE STATE OF TEXAS

COUNTIES OF MARION AND UPSHUR

WHEREAS, Marion County, Texas has recently completed and opened a new jail facility adjacent to its existing Jail in the City of Jefferson; and

WHEREAS, Upshur County, Texas currently maintains an average jail population which exceeds its certified maximum pursuant to the latest rules enacted by the Texas Commission on Jail Standards and has an existing need to house some of its prisoners in facilities outside of Upshur County, Texas; and

WHEREAS, it is the desire of both counties to use extra jail space in Marion County to house excess prisoners from Upshur County, and this creates a mutually beneficial circumstance which gives rise to a need for both counties to contractually agree as to the terms and conditions by which such Upshur County prisoners may be held in the Marion County jail;

NOW, THEREFORE, Marion County, Texas and Upshur County, Texas, each acting herein by and through their duly authorized County Judges, after due consideration and approval of this contract by their respective Commissioners Courts, do hereby covenant, stipulate and agree by and between themselves as follows:

1. As the need to house its prisoners in other locations continues in Upshur County, and as the availability of otherwise unused bed space continues in the jail facilities in Marion County; Marion County, acting through its serving Sheriff, may accept prisoners from Upshur County to be held, maintained and guarded in the jail facilities of Marion County at the following daily rates per prisoner per day:
 - a. \$40.00 per day per prisoner for the first (5) five prisoners. Any prisoners delivered during any 24 hour period who is accepted by Marion County for less than the full 24 hours of that day shall be considered to have been held for that day and payment for that day at the above rate per prisoner shall be due. Such payment shall be made by Upshur County to Marion County on the first day of each month beginning with the month following the first day on which prisoners from Upshur County are accepted by Marion County. Marion County shall document the number

of prisoners and the number of days and shall furnish a monthly report of such to Upshur County by delivery of the same to its serving Sheriff with a copy to its serving County Judge.

2. Marion County shall reserve the right, based on its own jail population needs as determined solely within the discretion of the Marion County Sheriff, to accept or to refuse to accept any prisoners tendered to it by Upshur County at any time throughout the existence of this agreement.
3. Upon the acceptance of Upshur County prisoners by Marion County, acting through its Sheriff, Upshur County shall cause such prisoners to be delivered to the Marion County Jail Facility in Jefferson, Texas, and any delivery or transportation needs for such prisoners requiring them to leave the confines of the Marion County Jail shall be met and supplied by Upshur County and in no event shall Marion County be required to transport either for delivery or return, or any other reason, the Upshur County prisoners delivered to and accepted by it.
4. Upshur County, in addition to the daily rate per prisoner specified above, shall also and additionally be financially responsible for all medical costs incurred by its prisoners while in the custody of the Marion County Jail; and Upshur County shall additionally be financially responsible for any other costs or expenses which exceed the ordinary, usual and customary costs expected of prisoners housed within its Jail. Such unusual and non-customary costs which would be paid by Upshur County include special dietary foods, beverages or other requirements; special educational requirements or materials; costs or expenses incurred for damage to any person or property or anyone by an prisoner from Upshur County while in the custody of Marion County; as well as any indigent health care costs, court costs, or legal costs, associated with any conduct, need or action of Upshur County prisoner while in the custody of Marion County. All transfers, transportation and delivery costs of Upshur County prisoners shall be borne by Upshur County including transfers to and from court appearances, hearings, as well as delivery to and from medical, mental or other treatment facilities.
5. Any prisoner delivered from Upshur County to Marion County who shall be designated at any time as "Blue Warrant" prisoner, as that term is generally accepted in the

field of law enforcement in the State of Texas, shall be the full and complete obligation of Upshur County, and any funds payable by the State of Texas to Upshur County for such "Blue Warrant" prisoner shall be retained and delivered to Upshur County, even though such prisoner may be physically present in the jail facilities of Marion County.

6. If at any time that a Upshur County prisoner is in the custody of the Marion County Jail, the Marion county Sheriff, acting in his sole and absolute discretion, shall determine that such prisoner should, for any reason, be returned to Upshur County, then upon two (2) hours notice the Upshur County Sheriffs Department, Upshur County agrees to take possession and re-delivery of such prisoner into its custody at the Marion County Jail without question or objection and such determination as made by the Marion County Sheriff shall not be subject to any judicial review.
7. Both parties agree that it is possible that while Upshur County prisoner is in the care or custody of Marion County that such prisoner shall cause physical, bodily or property damage to one or more persons or to various property, including the detention facility. As a part of this agreement and based on the consideration extended by Marion County to Upshur County and as a part hereof, Upshur County agrees to fully and completely indemnify and hold harmless Marion County, its Sheriff, Deputies, elected officials, employees, agents and contractors from any and all damage, harm or liability of any type or nature, caused either directly or indirectly by an Upshur County prisoner acting alone or in concert with any other prisoner, including Marion county prisoners, while in the care or custody of Marion County, or being delivered to or received from Marion County pursuant to the terms of this agreement: such indemnification shall include all costs, damages, judgments, fees, and expenses, including, but not in any manner limited to, attorneys' fees, court costs, investigative fees, and other out-of-pocket expenses. Such indemnification shall include the right of Marion County, if names in any litigation or other judicial proceeding as a result of the conduct of any Upshur County prisoner to retain its own counsel of its own choosing, whose fees and expenses shall be directly paid by Upshur County as a part of such indemnification.

This agreement and the terms hereof shall be fully binding on each of the undersigned Counties, and this agreement shall remain in effect for a period of one (1) year from the date hereof or until such earlier time as both Counties, acting through their respective Commissioners Court, may by duly adopted resolution mutually elect to terminate the same. Any dispute regarding the terms or conditions hereof shall be fixed in Marion County, Texas, and any prevailing party in any judicial proceeding related to this agreement or involving any of the terms hereof shall be entitled to recover its costs and attorneys fees from the non-prevailing party which shall be in addition to any other sums due or payable hereunder. Any sums due to Marion County by Upshur County and not paid within thirty (30) days of the date such are demanded or otherwise due shall accrue interest thereafter and until paid at the rate of twelve percent (12%) per annum.

This Agreement and the terms set forth above constitute the entire agreement regarding these matters as between Upshur County and Marion County and all prior negotiations, discussions and understandings have been merged herein and made a part hereof. There are no oral agreements or understandings which survive the execution of this written agreement.

WITNESS THE EXECUTION HEREOF, in duplicate, this 23rd day of July, 1997.

MARION COUNTY

BY Gene S. Terry
GENE S. TERRY, COUNTY JUDGE

ATTEST:

Clairece Ford
CLAIRECE FORD, COUNTY CLERK



ATTEST:

Rex A. Shaw
REX A. SHAW

UPSHUR COUNTY

BY Charles Still
CHARLES STILL, COUNTY JUDGE

FILED
REX A. SHAW
COUNTY CLERK
97 JUL 31 AM 9:11
UPSHUR COUNTY, TX.

PATILLO, BROWN & HILL, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

Providing Services Since 1923

RONNIE W CRAWFORD, CPA
VINCE PALASOTA, CPA
B. STEVEN BOSTICK, CPA, CFE
MAL M WHITAKER, CPA
JAMES C. CURRY, CPA, CGFM
NANCY HENRY POTTS, CPA

AMERICAN PLAZA
200 WEST HIGHWAY 6, SUITE 200
P.O. BOX 20725
WACO, TEXAS 76702-0725
(254) 771-4901
FAX (254) 772-4920

FRANK L. WILCOX, CPA (DEC'D)
R. D. PATILLO, CPA (RET)
RODNEY C. BROWN, CPA (RET)
WALTER H. HILL, JR., CPA (RET)
AFFILIATE OFFICE
BROWNSVILLE OFFICE (281) 341-7774
JUL 29 1997
UPSHUR COUNTY, TX
SHERIFF
RECEIVED

July 29, 1997

Upshur County Community Supervision
and Corrections Department
Attention: Charles Still, County Judge
P. O. Box 790
Upshur, Texas 75644

Dear Honorable Judge Still:

We are pleased to have the opportunity to submit this proposal to audit the Upshur County Community Supervision and Corrections Department, as of and for the year ended August 31, 1997.

Our audit will be conducted in accordance with generally accepted governmental auditing standards and will include tests of the accounting records of Upshur County Adult Probation Fund, and other procedures we consider necessary to enable us to express an unqualified opinion that the financial statements are fairly presented, in all material respects, in conformity with CJAD financial reporting requirements. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other banks. We will request written representations from your attorneys as part of the engagement. At the conclusion of our examination, we will also request certain written representations from you about the financial statements and related matters. We will also make available our workpapers to TDCJ staff and the State auditors upon written request.

An audit is based primarily on the selective testing of accounting records and related data; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. As required, our audit will include tests of transactions related to Federal assistance programs for compliance with applicable laws and regulations. However, because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. We will advise you, however, of any matters of that nature that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

PATILLO, BROWN & HILL, L.L.P.

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RODNEY L. BROWN, CPA (RET.)
WALTER H. HILL, JR., CPA (RET.)

AFFILIATE OFFICE
BROWNSVILLE OFFICE (210) 544-7776

July 29, 1997

Upshur County Community Supervision
and Corrections Department
Attention: Charles Still, County Judge
P. O. Box 790
Upshur, Texas 75644

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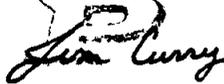
We understand that you will provide us with the basic information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. This responsibility includes the maintenance of adequate records and related controls, the selection and application of accounting principles, and the safeguarding of assets.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. We estimate the fee for our work will be \$1,250 for the Adult Probation Fund. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. In the event that our actual fee should be less than the amount stated above, you will be billed accordingly.

We appreciate the opportunity to be of service to Upshur County CSCD and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Yours truly,

PATILLO, BROWN & HILL, L.L.P.



James C. Curry, CPA, CGFM

JCC/dw

RESPONSE:

This letter correctly sets forth the understanding of Upshur County Community Supervision and Corrections Department.

Signature

Title

Date



VOL 44 PG 645

CHECK	Check Date	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
70676-PCA	07/31/97	07/31/97	NEWSOM, CHARLOTTE A	784 34		
70677-PCA	07/31/97	07/31/97	STILL, CHARLES L	2,333 39	N	
70678-PCA	07/31/97	07/31/97	CAIN, DERONDA KAYE	1,229 94	N	
70679-PCA	07/31/97	07/31/97	CHILDRESS, JANIS L	854 45		
70680-PCA	07/31/97	07/31/97	MCBRIDE, JUDITH A	647 51		
70681-PCA	07/31/97	07/31/97	MORRIS, ADDIE RENE	1,110 72	N	
70682-PCA	07/31/97	07/31/97	RODENBERG, ROBIN D	534 92	N	
70683-PCA	07/31/97	07/31/97	SHAW, REX AUDENE	1,647 87	N	
70684-PCA	07/31/97	07/31/97	LOYD, DANNY MICHAEL	1,327 84	N	
70685-PCA	07/31/97	07/31/97	PARISH, TODD L	1,430 83		
70686-PCA	07/31/97	07/31/97	LOFTIS, JO ANN	1,046 63	N	
70687-PCA	07/31/97	07/31/97	DRENNAN, DEANNA R	2,268 13		
70688-PCA	07/31/97	07/31/97	ENGLISH, LOUIE M	972 04		
70689-PCA	07/31/97	07/31/97	ROSS, TERRI LYNN	1,283 26	N	
70690-PCA	07/31/97	07/31/97	BERRY, DEBORAH DENISE	885 87	N	
70691-PCA	07/31/97	07/31/97	CHEVALIER, MELISSA K	961 98		
70692-PCA	07/31/97	07/31/97	HAMBERLIN, FRANKIE M	1,605 11	N	
70693-PCA	07/31/97	07/31/97	HENSON, TEENA	997 30		
70694-PCA	07/31/97	07/31/97	PATE, CASEY N	824 34	N	
70695-PCA	07/31/97	07/31/97	RICHARDSON, MARGARET A	943 47		
70696-PCA	07/31/97	07/31/97	STINNETT, SCARLETT T	1,095 84	N	
70697-PCA	07/31/97	07/31/97	COSTON, WANDA C	1,372 96		
70698-PCA	07/31/97	07/31/97	HOLLINGSWORTH, LAURA L	566 24		
70699-PCA	07/31/97	07/31/97	PERRY, CAROLYN JO	1,054 42	N	
70700-PCA	07/31/97	07/31/97	POTTER, LYLE M JR	1,200 28		
70701-PCA	07/31/97	07/31/97	CROW, JAMES A	1,335 38	N	
70702-PCA	07/31/97	07/31/97	RAY, WILLIAM VALTON	1,145 65	N	
70703-PCA	07/31/97	07/31/97	BRUNSON, MARY DELL	1,170 32	N	
70704-PCA	07/31/97	07/31/97	JONES, CAROLYN SUE	1,340 29	N	
70705-PCA	07/31/97	07/31/97	JONES, EVELYN D	1,329 57	N	
70706-PCA	07/31/97	07/31/97	LINGLE, JOSEPH RICHARD JR	1,625 92	N	
70707-PCA	07/31/97	07/31/97	MOORE, BARBARA L	1,082 54	N	
70708-PCA	07/31/97	07/31/97	NORTON, ANGELA J	2,147 38		
70709-PCA	07/31/97	07/31/97	EAST, KAREN A	1,081 43	N	
70710-PCA	07/31/97	07/31/97	SHEPPERD, BEN C	1,890 88		
70711-PCA	07/31/97	07/31/97	EVANS, MINA LEE	432 26		
70712-PCA	07/31/97	07/31/97	HARRIS, MYRA NELL	922 51	N	
70713-PCA	07/31/97	07/31/97	STEELMAN, KARMEN CITA	576 25	N	
70714-PCA	07/31/97	07/31/97	TUEL, LINDA LOUISE	948 13	N	
70715-PCA	07/31/97	07/31/97	BOWDEN, CLAUDENE	1,026 58	N	
70716-PCA	07/31/97	07/31/97	DAVIS, LAVADA H	1,160 71	N	
70717-PCA	07/31/97	07/31/97	EVANS, BERNADINE A	625 22		
70718-PCA	07/31/97	07/31/97	FAILS, PATSY M	1,009 83	N	
70719-PCA	07/31/97	07/31/97	GENTRY, PAULA A	1,032 38		
70720-PCA	07/31/97	07/31/97	HALLMAN, CHRISTIE J	991 48	N	
70721-PCA	07/31/97	07/31/97	HOLLOWAY, BARBARA J	1,134 69	N	
70722-PCA	07/31/97	07/31/97	HUTCHINS, WANDA L	910 40	N	
70723-PCA	07/31/97	07/31/97	JAMISON, HANNAH S	710 05		
70724-PCA	07/31/97	07/31/97	MULLINS, STEPHANIE S	853 50		
70725-PCA	07/31/97	07/31/97	SMITH, MICHAEL LOYD	1,730 00	N	
70726-PCA	07/31/97	07/31/97	WEBB, TERRI L	1,043 21	N	
70727-PCA	07/31/97	07/31/97	FLIPPO, DONA	1,262 78	N	

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CHECK	Check Date	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
70728-PCA	07/31/97	07/31/97	COOK, JOHN RUBIN	1,195 46	N	
70729-PCA	07/31/97	07/31/97	DANIELS, CHARLES D	925 59	N	
70730-PCA	07/31/97	07/31/97	ROEDER, RAYMOND R	886 83	N	
70731-PCA	07/31/97	07/31/97	BULLOCK, JOEL K	1,007 72		
70732-PCA	07/31/97	07/31/97	ROGERS, WILLIAM A	1,022 09		
70733-PCA	07/31/97	07/31/97	CORLEY, ROLAN D	1,007 72		
70734-PCA	07/31/97	07/31/97	HENSON, CLODDIE D	477 18	N	
70735-PCA	07/31/97	07/31/97	ALFORD, JOHN MATTHEW	1,422 83	N	
70736-PCA	07/31/97	07/31/97	SENSE, RONALD DALE	1,181 32	N	
70737-PCA	07/31/97	07/31/97	BETTERTON, ANTHONY S	1,602 16	N	
70738-PCA	07/31/97	07/31/97	BETTERTON, NANCY LYN	1,601 67	N	
70739-PCA	07/31/97	07/31/97	BURRIS, RANDY DAVID	1,519 91	N	
70740-PCA	07/31/97	07/31/97	CROSS, RICHARD D	1,632 66	N	
70741-PCA	07/31/97	07/31/97	DAVIS, MICHAEL WAYNE	1,468 32		
70742-PCA	07/31/97	07/31/97	DECUIR, JAMES A	1,348 57	N	
70743-PCA	07/31/97	07/31/97	FORTSON, LARRY WAYNE	1,480 40	N	
70744-PCA	07/31/97	07/31/97	HAYS, SHELIA R	1,119 79	N	
70745-PCA	07/31/97	07/31/97	JENKINS, STANLEY E	1,279 35	N	
70746-PCA	07/31/97	07/31/97	JORDAN, MURRAY K	1,675 18	N	
70747-PCA	07/31/97	07/31/97	MATTHEWS, GENEVA NELL	960 57		
70748-PCA	07/31/97	07/31/97	ROACH, KAY LYNN	1,339 55	N	
70749-PCA	07/31/97	07/31/97	ROBERTS, GARY DALE	1,430 08		
70750-PCA	07/31/97	07/31/97	SALOIS, GEORGE CARL	1,400 43	N	
70751-PCA	07/31/97	07/31/97	YOUNG, LELAND WAYNE	1,332 00	N	
70752-PCA	07/31/97	07/31/97	BARBER, BILLIE DARLENE	1,191 06	N	
70753-PCA	07/31/97	07/31/97	BEAN, ELIZABETH M	1,202 12	N	
70754-PCA	07/31/97	07/31/97	BISHOP, COBI D	1,138 65		
70755-PCA	07/31/97	07/31/97	CLARK, DEBRA MICHELLE	1,180 86		
70756-PCA	07/31/97	07/31/97	COPELAND, MELINDA D	1,310 59		
70757-PCA	07/31/97	07/31/97	CROMLEY, ROBERT ALLEN	1,479 92	N	
70758-PCA	07/31/97	07/31/97	DANIELS, JOE NATHAN	982 75		
70759-PCA	07/31/97	07/31/97	EDGE, PAMELA S	1,138 65		
70760-PCA	07/31/97	07/31/97	EDWARDS, SANDRA D	1,244 91	N	
70761-PCA	07/31/97	07/31/97	FENNELL, SHERRY L	1,129 88	N	
70762-PCA	07/31/97	07/31/97	GRISWOLD, JAMES E	1,232 97	N	
70763-PCA	07/31/97	07/31/97	HELPESTILL, RAY D	1,128 28	N	
70764-PCA	07/31/97	07/31/97	HOPKINS, ALICE MATHIS	933 85	N	VOID
70764-PCA	07/31/97	07/31/97	HOPKINS, ALICE MATHIS	-933 85	N	VOID
70765-PCA	07/31/97	07/31/97	JONES, PENNY L	263 20		
70766-PCA	07/31/97	07/31/97	MARTIN, JOSHUA P	1,193 38		
70767-PCA	07/31/97	07/31/97	MONTS, BRANDY L	1,216 93		
70768-PCA	07/31/97	07/31/97	MOORE, JERRY A	1,277 46	N	
70769-PCA	07/31/97	07/31/97	MURPHY, NADRA H	1,269 78	N	
70770-PCA	07/31/97	07/31/97	PHILLIPS, MICHAEL W	1,189 51		
70771-PCA	07/31/97	07/31/97	PREUNINGER, WILLIAM L	1,193 38		
70772-PCA	07/31/97	07/31/97	ROBINSON, DONNA G	1,277 47	N	
70773-PCA	07/31/97	07/31/97	WALKER, DIANE	942 43	N	
70774-PCA	07/31/97	07/31/97	WHORTON, PAULA N	1,191 98	N	
70775-PCA	07/31/97	07/31/97	WILLIAMS, BILLY JOE	1,244 34		
70776-PCA	07/31/97	07/31/97	BROWN, CHRISTOPHER E	1,310 37		
70777-PCA	07/31/97	07/31/97	OEE, JAMES R	1,297 92		
70778-PCA	07/31/97	07/31/97	GRANT, GLENDA ANN	1,036 48		
70779-PCA	07/31/97	07/31/97	HANCOCK, KATHRYN E	1,251 47		

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CHECK	Check Date	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
70780-PCA	07/31/97	07/31/97	HUDGINS, ROYCE L III	1,701.55	N	
70781-PCA	07/31/97	07/31/97	JACKSON, SHANE	1,825.22		
70782-PCA	07/31/97	07/31/97	KELLER, LINDA H	1,871.94		
70783-PCA	07/31/97	07/31/97	MAYFIELD, KENNETH MURL	601.92	N	
70784-PCA	07/31/97	07/31/97	MCCAY, WILLIAM CARTER	1,953.44	N	
70785-PCA	07/31/97	07/31/97	PHILLIPS, KRISTIE D	1,318.75		
70786-PCA	07/31/97	07/31/97	RAY, JIMMY DARRELL	2,717.01		
70787-PCA	07/31/97	07/31/97	SPIVEY, JOHN K	1,644.18		
70788-PCA	07/31/97	07/31/97	STANFIELD, VICKY JONES	1,540.02		
70789-PCA	07/31/97	07/31/97	WARREN, SHERRY L	973.02		
70790-PCA	07/31/97	07/31/97	MITCHELL, RONNIE GENE	2,350.34	N	
70791-PCA	07/31/97	07/31/97	SMITH, MELINDA L	1,297.88	N	
70792-PCA	07/31/97	07/31/97	VINES, LISA S	1,335.60	N	
70793-PCA	07/31/97	07/31/97	WYLIE, MILTON J	1,670.38	N	
70794-PCA	07/31/97	07/31/97	SMITH, NADRA CITA	930.72	N	
70795-PCA	07/31/97	07/31/97	BECK, EARNEST EARL	883.06	N	
70796-PCA	07/31/97	07/31/97	BULLOCK, JOEL K	735.86		
70797-PCA	07/31/97	07/31/97	DAVIS, CECIL W SR	1,115.01	N	
70798-PCA	07/31/97	07/31/97	JONES, ELLIS	664.97		
70799-PCA	07/31/97	07/31/97	LINDSEY, GADDIS M	1,455.75	N	
70800-PCA	07/31/97	07/31/97	ROBERTSON, OSCAR	1,115.87	N	
70801-PCA	07/31/97	07/31/97	SMITH, EDDIE J.	1,219.72	N	
70802-PCA	07/31/97	07/31/97	STINE, ANTHONY CARL	681.71		
70803-PCA	07/31/97	07/31/97	STOKER, JAMES LOUIS	1,495.12	N	
70804-PCA	07/31/97	07/31/97	WILSON, JAMES R	1,077.97	N	
70805-PCA	07/31/97	07/31/97	CROCKETT, HARRY JAMES	1,107.72	N	
70806-PCA	07/31/97	07/31/97	HARGEST, CHARLES P	789.63	N	
70807-PCA	07/31/97	07/31/97	JEFFERY, DONALD RAY	1,029.14	N	
70808-PCA	07/31/97	07/31/97	JOHNSON, IVORY GENE	1,469.71	N	
70809-PCA	07/31/97	07/31/97	JONES, LEON	977.30		
70810-PCA	07/31/97	07/31/97	NELSON, WILLIAM B.	1,059.14		
70811-PCA	07/31/97	07/31/97	PENDARVIS, ABBOTT LYNN	1,475.33	N	
70812-PCA	07/31/97	07/31/97	STANLEY, TOMMY LEE	2,072.19	N	
70813-PCA	07/31/97	07/31/97	YOUNG, JOEY A	889.77	N	
70814-PCA	07/31/97	07/31/97	DRIGGERS, BOBBY D	1,430.33	N	
70815-PCA	07/31/97	07/31/97	GAGE, PAUL E	1,261.85		
70816-PCA	07/31/97	07/31/97	GLENN, GEORGE R.	438.16	N	
70817-PCA	07/31/97	07/31/97	JACKSON, RICK D.	2,042.43		
70818-PCA	07/31/97	07/31/97	LATHAM, GARY D	1,104.50	N	
70819-PCA	07/31/97	07/31/97	MILLER, LONNIE E	1,002.73		
70820-PCA	07/31/97	07/31/97	THOMPSON, DANNY R	897.30		
70821-PCA	07/31/97	07/31/97	TIMMONS, GERALD RAYLUND	417.21		
70822-PCA	07/31/97	07/31/97	TIMMONS, GERALD WAYNE	1,227.90	N	
70823-PCA	07/31/97	07/31/97	BALLARD, GERALD WAYNE	1,212.79	N	
70824-PCA	07/31/97	07/31/97	BLACKSTONE, WILLY PAT	951.27		
70825-PCA	07/31/97	07/31/97	CAMPBELL, GLENN EDWARD	1,416.55	N	
70826-PCA	07/31/97	07/31/97	DAVIS, GARY W	1,105.59		
70827-PCA	07/31/97	07/31/97	FITZGERALD, TROY GLEN	112.67		
70828-PCA	07/31/97	07/31/97	HELLENSTILL, EDWIN J	1,118.78		
70829-PCA	07/31/97	07/31/97	RITTER, DON L	1,065.73		
70830-PCA	07/31/97	07/31/97	SHAW, TOM P	1,136.53	N	
70831-PCA	07/31/97	07/31/97	SMITH, MELVIN DDN	1,136.62		
70832-PCA	07/31/97	07/31/97	THOMPSON, CHARLES K	2,014.67		

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CHECK	Check Date	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
70833-PCA	07/31/97	07/31/97	JOHNSON, GERALD DON	1,489 98	N	
70834-PCA	07/31/97	07/31/97	ELMORE, STACI M	521 41		
70835-PCA	07/31/97	07/31/97	OILES, PEGGY J	679 59		
70836-PCA	07/31/97	07/31/97	MORRISON, JOYCE FRANCES	1,601 01	N	
70837-PCA	07/31/97	07/31/97	SMITH, EMMA JEAN	932 79	N	
70838-PCA	07/31/97	07/31/97	THOMPSON, NANCY K	862 75	N	
70839-PCA	07/31/97	07/31/97	WILLIAMS, JANET C	970 83	N	
70840-PCA	07/31/97	07/31/97	ACKER, BRUCE E	548 79		
70841-PCA	07/31/97	07/31/97	CAMPBELL, MAPY ROSE	1,125 90	N	
70842-PCA	07/31/97	07/31/97	LANGFORD, KATHLEEN D	363 64	N	
70864-PCA	07/31/97	07/31/97	HOPKINS, ALICE MATHIS	831 85	N	

197,759.43

197,759.43

169 records listed

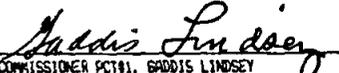
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CHECK #.	CHECK DATE	VENDOR NAME.
70845-APCA	07/31/97	UPSHUR COUNTY INSURANCE ACCOUNT
70846-APCA	07/31/97	PEBSCO PAYROLL PROCESSING
70847-APCA	07/31/97	FIRST NATIONAL BANK GILMER
70848-APCA	07/31/97	FIRST NATIONAL BANK GILMER
70849-APCA	07/31/97	UPSHUR COUNTY IRC/125
70850-APCA	07/31/97	UPSHUR COUNTY IRC/125
70851-APCA	07/31/97	UPSHUR COUNTY IRC/125
70852-APCA	07/31/97	UPSHUR COUNTY IRC/125
70853-APCA	07/31/97	UPSHUR COUNTY IRC/125
70854-APCA	07/31/97	UPSHUR COUNTY IRC/125
70855-APCA	07/31/97	ATTORNEY GENERAL OF TEXAS
70856-APCA	07/31/97	EAST TEXAS PROFESSIONAL
70857-APCA	07/31/97	FIRST NATIONAL BANK
70858-APCA	07/31/97	GILMER NATIONAL BANK
70859-APCA	07/31/97	GILMER SAVINGS BANK
70860-APCA	07/31/97	UPSHUR COUNTY INSURANCE ACCOUNT
70861-APCA	07/31/97	RHONDA GAIL YOUNG
70862-APCA	07/31/97	RUBY COOPER, DISTRICT CLERK
70863-APCA	07/31/97	TEXAS COUNTY & DISTRICT RETIREMENT SYSTE
Total for All Payments		


COUNTY JUDGE, CHARLES L. STILL


COMMISSIONER PCT#1, GADDIS LINDSEY


COMMISSIONER PCT#2, TOMMY STANLEY


COMMISSIONER PCT#3, RICK JACKSON


COMMISSIONER PCT#4, CHARLES K. THOMPSON

