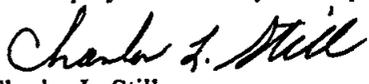


NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
SEPTEMBER 22, 1997, 9:00 AM, SPECIAL SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take appropriate action.
3. Consider approval of accounts payable and take appropriate action.
4. Consider approval of any payroll changes.
5. Accept new COBRA rates.
6. Accept Financial Statement.
7. Consider consolidating some voting places for the November election.
8. Consider adoption of a resolution and order to comply with amended section of the Government Code concerning collection of filing fees.
9. Consider payment of allocated cost for legal expenditures for 1997 for Northeast Texas Flexible Attainment Region.
10. Accept for recording only an agreement on pipe purchase for dry fire hydrants.
11. Hear Sheriff Cross concerning sale of Government surplus computer equipment.
12. Submit two nominees for the Upshur County Appraisal District Board.
13. Approve applications for use of Upshur County roads and right of way.
14. Set speed limit at 30 MPH on Sturrock Rd. in Pct. 1.
15. A. Discuss and take any action necessary to alleviate the jail inmate overcrowding problem in Upshur County Jail.
B. Hear Ed Moore with Southwest Securities on optional financing solutions on any projected County Jail expansion.

FILED
REX A. SHAW
COUNTY CLERK
97 SEP 18 PM 3:23
UPSHUR COUNTY, TX


Charles L. Still
County Judge

Upshur County Commissioner's Court

9-22-1997

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

1. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve minutes of previous meetings dated 9-8-1997 and 9-11-1997. Motion carried.
2. Motion by Gaddis Lindsey seconded by Rick Jackson to approve budget amendments as presented by County Auditor. Motion carried Copy attached
3. Motion by Tommy Stanley seconded by Rick Jackson to approve payment of bills now due. Motion carried. Copy attached.
4. Motion by Kenney Thompson seconded by Gaddis Lindsey to approve payroll change for Hiram Dale Tillery, due to new hire. Motion carried. Copy attached.
5. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve new COBRA rates. Motion carried. Copy attached.
6. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve accepting financial statements as presented by County Auditor. Motion carried Copy on file in office of County Clerk.
7. Motion by Tommy Stanley seconded by Kenney Thompson to approve consolidating the following voting places for the November Amendment election:
 1. Lafayette to go to Ewell
 2. Grace to go to SimpsonvilleMotion carried
8. Motion by Tommy Stanley seconded by Rick Jackson to approve adopting Resolution and Order directing the County Treasurer to deposit into the county's general revenue account, five percent of the fees collected under the provisions of Subsections (a) (2)-(5), Section 51.901, Government Code, as amended in 1997 Motion carried. Copy attached
- 9 Motion by Gaddis Lindsey seconded by Kenney Thompson to approve payment of allocated cost for legal expenditures for the work performed by Attorney Jim Mathews during Fiscal Year 1997 for the Northeast Texas Flexible Attainment Region. Amount of payment is \$2,500 00.

Motion carried. Copy attached

10. Motion by Gaddis Lindsey seconded by Kenney Thompson to approve accepting for recording purposes, agreement between Upshur County and the Texas Forest Service, concerning pipe purchase for dry fire hydrants. Motion carried Copy attached

11. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve request of Sheriff Buck Cross to sell government surplus computer equipment. Motion carried.

12. Motion by Gaddis Lindsey seconded by Rick Jackson to approve submitting the names of Tommy Stanley and Michael Smith for the Upshur County Appraisal District Board. Motion carried

13. Motion by Tommy Stanley seconded by Kenney Thompson to approve the following Special Road Use Agreement Applications, Permit Applications and Applications for Filling Abandoned Wells

Notice of proposed installation submitted by Seagull Field Services Company to place a PVC pipeline in ROW of Carbou Drive.

Special Road Use Agreement Contract submitted by Texas Land and Timber to haul logs on Begonia, Hydrangia and Scott.

Special Road Use Agreement Contract submitted by Shawn Gibson Logging to haul logs on Blue Bell and Harrison.

Special Road Use Agreement Contract submitted by Ward Timber to haul logs on Hycinth and Gardena

Special Road Use Agreement Contract submitted by Scull Timber to haul logs on Nasturtium and Snapdragon.

Special Road Use Agreement Contract submitted by Page Logging to haul logs on Poppey and Aster.

Application for Filling Abandoned Well submitted by Alice Roberts Well is located on Hwy. 1404.

Special Road Use Agreement Contract submitted by ArklaTex Timber to haul logs on Snap Dragon.

Permit Application submitted by Lloyd F. Barton to place a culvert in ROW of Sheep Road.

Special Road Use Agreement Contract submitted by Jeff Hudson and Scott Newland to haul logs

on Mimosa.

Special Road Use Agreement Contract submitted by Combs Enterprises, Inc., to haul logs on Water Tower West.

Special Road Use Agreement Contract submitted by Texas Land and Timber to haul logs on Loblolly and Cottonwood.

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

14 Motion by Gaddis Lindsey seconded by Tommy Stanley to approve setting the speed limit on Sturrock Road at 30 mph. Motion carried.

15. A. Sheriff Buck Cross met with court to discuss overcrowded conditions in jail.

B. Ed Moore, from Southwest Securities, was to meet with Court, to speak on optional financing solutions on any projected County jail expansions. However, Mr. Moore was unable to attend meeting. Judge Still announced meeting would recess until 9 00 Tuesday , at which time Mr. Moore would be able to meet with Court.

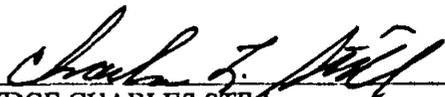
Motion by Tommy Stanley seconded by Gaddis Lindsey to recess until 11 00. Motion carried.

9-23-1997
9:00 A.M.

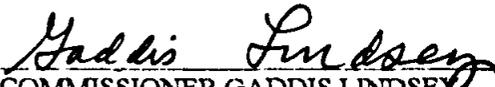
15. Ed Moore, from Southwest Securities, met with Court to discuss financing options on any projected County Jail expansions. Mr. Moore explained to Court the financing steps concerning certificates of obligation, which he explained would be the best option to go. After discussion between Mr. Moore and members of the Court, Motion by Kenney Thompson seconded by Rick Jackson to approve hiring Mr. Moore. Motion carried. Copy attached.

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

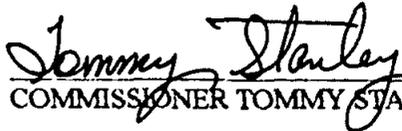
Copy of attendance sheet from both meetings attached for recording purposes only.



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 22ND
day of SEPTEMBER, 1997.

Charles L. 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. QUINN
COUNTY CLERK
57 SEP 22 PM 12:09
UPSHUR COUNTY, TX.
BY _____
Clerk

FILED
REX A. QUINN
COUNTY CLERK
97 SEP 22 PM 1:17
UPSHUR COUNTY, TX.
BY _____
Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9-22-77

Honorable Commissioners Court of Upshur County:

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

<u>FROM:</u>	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	10	401	4502	150 <i>Adm. Comm Ct.</i>
<i>Comm Ct.</i>				<u><i>Transf</i></u>

To:

	10	401	4490	150 <i>Adm. Notices</i>
--	----	-----	------	-------------------------

Reason:

Shirley Miller
 Department Head *Comm Court*

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9-22-97

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	4010	696	<i>get it Jing</i>

To:	10	426	2450	63
			3010	66
			3095	567

Reason:

Charles F. Hill
 Department Head *County Court*

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9.22.97

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	4125	3920
To:	10	435	4010	1420
			4015	1200
			4110	800
Reason:			4485	500

Lauren Parish

Department Head *Dist. Court*

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9.22.97

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	476	4145	25
To:	10	476	3420	25

Reason:



Department Head Dist Atty

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9-22-97

Honorable Commissioners Court of Upshur County:

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

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	10	510	3400	500
			4310	200
To:	10	510	3380	500
			3480	200

Reason:

Ray Roeder
Department Head COUNTY BLDGS

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9.22.97

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	514	3390	300
			3400	1457
			3470	850
			4300	431
			4320	1660
			4480	273
To:				
To	10	514	3380	825
			3460	1077
Reason:			3480	966
			4310	924
			4495	1090
			5100	89

Roy Roeder
 Department Head C. J. ANNEX

 Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 9.22.97

Honorable Commissioners Court of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	560	3096	1500
			3100	1250
			4490	690
			4625	500
			4340	250
To:	10	560	3200	500
			3010	775
			3037	205
			3387	200
Reason:			3420	400
			4230	5
			4470	65
			4480	1500
			4495	115
			3145	500

R.D. Crow

Department Head *Sheriff*

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9.22.97

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>
	0	565	3105	200
To:	10	565	3125	200

Reason:

R. D. Crow

Department Head JAIL

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9.22.97

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	3010	600
			3396	500
			3120	500
			4625	500
			4865	300
			5350	1125
			5450	250
To:	10	565	3135	3775

Reason: FOOD

R.D. Row
Department Head JAIL

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9-8-97

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	650	3380	35 ⁰⁰ / ₁₀₀

To:	10	650	4502	35 ⁰⁰ / ₁₀₀
-----	----	-----	------	-----------------------------------

Reason:

Joyce Morrison
Department Head Library
Joyce Morrison

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9-22-97

Honorable Commissioners Court of Upshur County:

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

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
		<i>Reserve</i>		

To:	10	553	4230	178
			4502	49

Reason: *Additional funding to cover 4 yr bond + bond for reserve const.*

Ben Shepperd, County Auditor
Department Head *Const # 3*

Attest - County Clerk

BUDGET AMENDMENT

Date: 9.22.97

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:			RESERVE	
To:	10	514	5100	422.92

Reason: DEPT OVBUDGET

Ray Raeder
Department Head C. J ANNEX

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9 22 97

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following ~~line item~~ ^{ADDITIONAL} transfers. ~~FUNDING~~

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
		<u>RESERVE</u>		
To:	<u>10</u>	<u>403</u>	<u>3030</u>	<u>900</u>
			<u>4440</u>	<u>2000</u>
			<u>4445</u>	<u>1900</u>

Reason: COVERAGES ON FORMS, RECORDS

Bob [Signature]
Department Head County Clerk

Attest - County Clerk

BUDGET AMENDMENT

Date: 9.22.97

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:		RESERVE		
To:	10	451	4175	4500
		452	4175	250
		454	4175	850

Reason: POST-MORTEM EXPENSE OVERAGES

Ken Shepard, County Auditor
 Department Head JP1,2+4

 Attest - County Clerk

BUDGET AMENDMENT

Date: 9.22.97

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:			RESERVE	
To:	10	565	4590	18120

Reason: *Out of county prisoner placement*

R.D. Crow

Department Head TAIL

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9-22-97

Honorable Commissioners Court of Upshur County:

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

<u>From:</u>	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	15	611	4520	500
			3145	100
			3330	2800
			3300	1119
			4330	300
			<i>From Reserve</i>	50000

<u>To:</u>	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	15	611	1300	8813
			3210	500
			3220	800
			3230	200
			3380	400
			3420	600
			3430	800
			4300	100
			4480	500
			3340	42,106

Reason:

Gaddis Furdsey
Department Head *RQ B #1*

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

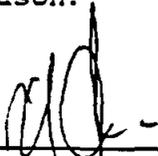
Date: 9-22-97

Honorable Commissioners Court of Upshur County:

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

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	17	613	3200	200
			3330	4600
			4330	200
			4335	100
			4320	10
				10,000
			<i>From Reserve</i>	
To:	17	613	3230	200
			3340	13,600
			3380	1,000
			2450	210
			4300	100

Reason:



Department Head R+B#3

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9-22-97

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>
	18	614	3200	154
		RESERVE		28000

To:	18	614	2450	154
			3340	28000

Reason:


 Department Head R+B #4

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9-22-97

Honorable Commissioners Court of Upshur County:

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

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	16	612	3200	5000
			3210	800
			3430	6000
			3330	1000
			4320	475
			4330	280
			5350	2000
			5600	25,000
			5675	5,000
To:	16	612	1300	8900
			2450	151
			3340	36,504

Reason:

Long Stanley
Department Head R+B#2

Attest - County Clerk

BUDGET AMENDMENT

Date: 9-22-97

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:			RESERVE	
To:	16	612	3340	76878

Reason: SURRY SEAL

Tony Staley
Department Head PCT I

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9-22-97

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	580	4480	410.00
			5200	500.00
			5450	500.00
			5800	1.00
To:	10	580	2450	11.00
			3380	1400.00

Reason:

Ben Sheppard, County Auditor
Department Head DPS

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 9-22-97

Honorable Commissioners Court of Upshur County:

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

<u>From:</u>	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	10	665	4520	741
			5200	326
			4600	125

<u>To:</u>	10	665	4502	434
			3380	307
			3010	451

Reason:

Beverly Carter
 Department Head *Co. Ekt.*

 Attest - County Clerk

OPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 SEP 1997

THE SOFTWARE GROUP, INC

Disbursements Made from 09/22/97 thru 09/29/97

PAGE 1

Approved Disbursements
ALL Checking Accounts

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
72295-APCA	09/22/97	360 COMMUNICATIONS	\$11 95	\$11 95	JUV PROB-ACCT#GM00626/SEPT 9'97 BILLING
72296-APCA	09/22/97	A & E MILL AND WELDING SUPPL	\$35 35	\$10 10 \$25 25	PCT#4-CUST#173125/CYL RENT (ACEM, OX150) PCT#2-CUST#173000/CYL RENT (ACEL, ACEM, OX275'3
72297-APCA	09/22/97	A TO Z TIRE	\$12 38	\$12 38	PCT#4-ACCT#M92501/FIN CHR
72298-APCA	09/22/97	A-1 CERTIFIED SECURITY	\$500 00	\$500 00	D CT-CAUSE#11,681 JERALD R GREENE (INVESTIGATION)
72299-APCA	09/22/97	ABC AUTO PARTS	\$46 81	\$20 91 \$25 90	PCT#1-CHEMICAL PCT#1-A/C FLUSH & OIL
72300-APCA	09/22/97	ACCU. CHEM LABORATORIES	\$164 50	\$164 50	CCP-PROFILES/INV#106463&102759
72301-APCA	09/22/97	ADDIE RENE MORRIS	\$28 03	\$28 03	CO CLK-REIMBURSE/89mi@ 315ea(CO CLK MEETING@ ARSHALL)
72302-APCA	09/22/97	ANGELA NORTON	\$183 23	\$6 00 \$7 88 \$80 64	D A-REIMBURSE/POSTAGE(APEAL HEARING) D A-REIMBURSE/25mi@ 315ea(JP#1 HEARINFEDIANA) D A-REIMBURSE/148mi@ 315ea, MEALS®IST(TDCCA UPDATE)
				\$53.00 \$35.71	D A-REIMBURSE/MEALS@BARBER TRIAL D. A-REIMBURSE/98mi@ 315ea, MEAL(McCOY ARSON CASE)
72303-APCA	09/22/97	ARAMARK UNIFORM SERVICES, IN	\$222 65	\$52 10 \$52 10 \$52 10 \$66 35	PCT#4-CUST#6058001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE
72304-APCA	09/22/97	ARKLA GAS	\$509 88	\$359 16 \$23 42 \$19 01 \$34 76 \$11 45 \$39 18 \$11 45 \$11 45	J CTR-ACCT#0721336289005/SEPT 9'97 BILLING CO LIB-ACCT#0821335367008/SEPT 10'97 BILLING ROCK BLDG-ACCT#0821534069001/SEPT 10'97 BILLING CO CTH-ACCT#0821334321006/SEPT 10'97 BILLING CO LIB-ACCT#0821335368006/SEPT 11'97 BILLING CO TAX-ACCT#0921336003014/SEPT 11'97 BILLING PCT#3-ACCT#0921334261002/SPET 12'97 BILLING PORTER BLDG-ACCT#0921336007007/SEPT 12'97 BILLING
72305-APCA	09/22/97	B J PARNELL, M D	\$41 00	\$41 00	CO JAIL-JEFFERY THORTON/MEDICAL 572379
72306-APCA	09/22/97	BARRY WALLACE, ATTY	\$507 59	\$150 00 \$300 00 \$57 59	D CT-CAUSE#445-95/NICKELBUR CHILDREN 8/29'97 D CT-CAUSE#11,914/MICHAEL SCOTT HANNOLI D CT-CAUSE#11,859 CALLS
72307-APCA	09/22/97	BETA TELE-PAGER, INC	\$124 08	\$124 08	COMPUTER-ACCT#115249/DISPLAY SERV 09/15/97-09/30/98

Vol 48 PG 970

FORM 101 9-88
MIMIC 101 9-88

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/22/97 thru 09/29/97

PAGE 2

VOL 48 PG 971

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
72308-APCA	09/22/97	BISHOP & BISHOP, P C	\$300 00	\$300 00	D CT-CAUSE#11,316 & 11,317/BILLY WAYNE COLLINS
72309-APCA	09/22/97	BLAZER RESOURCES, INC	\$2,730 00	\$2,730 00	PCT#2-(130)bb1s ROAD OILS\$21 00per bb1
72310-APCA	09/22/97	BOBBY DRIGGERS	\$14 70	\$14 70	PCT#3-REIMBURSE/BUSINESS CALLS
72311-APCA	09/22/97	BOGEL SALES INC	\$131 26	\$131 26	CO BLDGS-CUST#870210/TRASH BAGS, WASP SPRAY
72312-APCA	09/22/97	BRODART CO	\$454 95	\$454 95	CO LIB-42 BOOKS
72313-APCA	09/22/97	BROOKSHIRES	\$103 97	\$33 30 \$34 00 \$36 67	D A-DAVID BELL/HOT CK RESTITUTION D A-DAVID BELL/HOT CK RESTITUTION D A-JOHN CLUBB/HOT CK RESTITUTION
72314-APCA	09/22/97	BROWN'S DISCOUNT WINDOW	\$150 93	\$150 93	PCT#1-SHOVELS; GLOVES, SKILLSAW
72315-APCA	09/22/97	CALAME, LINEBARGER&GRAHAM	\$8,047 49	\$8,047 49	CO TAX-JULY '97 DELINQUENT TAXES COLLECTED
72316-APCA	09/22/97	CAMP CO SHERIFF'S DEPT	\$16,120 00	\$16,120 00	CO JAIL-AUGUST '97 INMATES HELD
72317-APCA	09/22/97	CARRUTH IRRIGATION & LANDSCA	\$629 50	\$629 50	CO BLDGS-VALVES, FILTERS, HEADS, LABOR
72318-APCA	09/22/97	CHEROKEE COUNTY	\$288 00	\$288 00	CO CT-CAUSE MI#20, 2000/JAMES H HARRINGTON, JR.
72319-APCA	09/22/97	CHEVRON U S A INC	\$130 96	\$59 32 \$61 64	SUP&CCP-ACCT#7898789857/AUG 27 '97 BILLING CO S-ACCT#7898789842/AUG. 27 '97 BILLING
72320-APCA	09/22/97	CODY BISHOP	\$15 00	\$15 00	CO JAIL-REIMBURSE/TCLOSE TESTING
72321-APCA	09/22/97	COMMUNITY HEALTH CLINIC (JJ)	\$19 35	\$19 35	IND-ANGELA RALEN RITTER/MEDICAL 8/13/97
72322-APCA	09/22/97	COMMUNITY REHABILITATION	\$1,305 00	\$1,230 00 \$75 00	CCP-CONTRACT SERVICES/AUG '97 BILLING CCP-REGIST/S JACKSON
72323-APCA	09/22/97	COMMUNITY SUPERVISION & CORR	\$10 50	\$10 50	JUV PRDB-UA REPORT/S R 8/11/97
72324-APCA	09/22/97	COMPLETE BUSINESS	\$351 06	\$52 39 \$218 55 \$80 13	SUP-F4522/AUG '97 MAINT BILLING DA-CUST#LN5154/COPY COUNT CONT. (16,189 COPIES MADE-06/01/97-08/01/97) CO LIB-CUST#LN0461/COPY COUNT CONT (5403COPIES MADE 8/01/97-09/01/97)
72325-APCA	09/22/97	CORRECTIONAL SERVICES CORP	\$73 20	\$73 20	ISP-PLACEMENT/J W
72326-APCA	09/22/97	CRC PRESS	\$66 90	\$66 90	D A -BLOOD STAIN EVIDENCE BOOK, SHIPPING
72327-APCA	09/22/97	CRITICS' CHOICE VIDEO	\$201 56	\$171 17 \$30 39	CO LIB-ACCT#3194792/BOOKS CO LIB-ACCT#3194792/BOOK SET
72328-APCA	09/22/97	CROLEY-GLADEWATER	\$325 00	\$325 00	JP#1-REF MICHAEL THOMPSON/TRANSPORTED TO

09/22/97

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

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

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 Sep 1997

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/22/97 thru 09/29/97

Page 3

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					DALLAST&BACK 8/29/97
72329-APCA	09/22/97	CRYSTAL JOHNSON, M S	\$150 00	\$150 00	CCP-EVALUATION/JULY 24 '97 KELLER
72330-APCA	09/22/97	DALE B RIEPE, M D	\$53 00	\$53 00	CD JAIL-WILLIAM SMEDLEY/MEDICAL 6/27/97
72331-APCA	09/22/97	DAVE'S STERED CENTER	\$11 95	\$11 95	CD S-FUSE HOLDER, SERVICE CHARGE
72332-APCA	09/22/97	DAVID MOORE	\$350 00	\$350 00	NON DEPT-CAUSE#430-96/MEDIATION WHITAKER&COMM CT
72333-APCA	09/22/97	DEMCO	\$166 35	\$119 79	CD LIB-STANDARD BOOK SUPPORTS, COLOR-BANDED BOOK CARDS, PRINTED TAB, POST-IT FINE SLICE OVERDUE NOTICES, TAP'N GLUE CAP, A-Z PPINTED TABS, ADDRESS LABELS, SHIPPING \$46 56 CD LIB-(6)ROLLS OF ADDRESS LABELS
72334-APCA	09/22/97	DENTRUST DENTAL	\$387 50	\$387 50	CD JAIL-DENTAL SERVICES 8/1-31/97
72335-APCA	09/22/97	DWIGHT A BRANNON	\$350 00	\$350 00	D CT-CAUSE#10,887 MARCUS SHANE BRYAN
72335-APCA	09/22/97	EAST TEXAS MACHINERY, INC	\$692 95	\$98 44	PCT#1-WINDOW FOR BACKHOE, SENSOR FOR MAINTAINER, MISC. PART \$594 51 PCT#1-FLASHERS, PARTS&LABOR/MOTORGRADER
72337-APCA	09/22/97	EAST TEXAS MEDICAL CENTER	\$687 16	\$35 20 \$324 05 \$326 51	CD JAIL-ROY T RIGGS/MEDICAL 7/23/97 CD JAIL-KYLE MURPHY/MEDICAL 8/7/97 IND-DANNY GRANVILLE/MEDICAL 8/18/97
72338-APCA	09/22/97	EAST TEXAS PAVING COMPANY, I	\$76,878 00	\$76,878 00	PCT#2-(93,754)sq ASPHALT SLURRY SEAL
72339-APCA	09/22/97	ECONOMY AUTO SUPPLY, INC	\$16 82	\$16 82	PCT#4-OIL (5-GAL OF 140 WT)
72340-APCA	09/22/97	ELWELL'S OIL & LUBE	\$31 00	\$17 00 \$17 00 \$17 00	CD S-UNIT#4/OIL, FILTER, LABOR CD S-UNIT#19/OIL, FILTER, LABOR CD S-UNIT#11/OIL, FILTER, LABOR
72341-APCA	09/22/97	ESMOR-CANADIAN, INC.	\$2,325 00	\$2,325 00	ISP-AUGUST '97 PLACEMENT/J C W
72342-APCA	09/22/97	ETEX TELEPHONE COOP., INC	\$66 04	\$66 04	CD S-#238-9466/MODEM LINE, ACT FEE 9/1/97
72343-APCA	09/22/97	ETMC GILMER CLINIC	\$130 17	\$43 97 \$49 60 \$36 60	IND-GLEN R CROSS/MEDICAL 8/26/97 CD JIAL-LARISSA JONES/MEDICAL 8/14/97 CD JAIL-JOE JOSLIN/MEDICAL 7/24/97
72344-APCA	09/22/97	EXPRESS LUBE DBA	\$166 10	\$18 95 \$18 95 \$33 45 \$18 95 \$18 95 \$18 95 \$12 95	CD S-UNIT#18/OIL, FILTER, LABOR CD S-UNIT#7/OIL, FILTER, LABOR CD S-UNIT#26/OIL, FILTER, LABOR, STICKER CD S-UNIT#5/OIL, FILTER, LABOR CD S-UNIT#2/OIL, FILTER, LABOR CD S-UNIT#8/OIL, FILTER, LABOR

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72

UPSHUR COUNTY
THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/22/97 thru 09/29/97

PAGE 4

VOL 48 PG 973

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$19 95	CO S-UNIT#1/OIL, FILTER, LABOR
				\$19 95	CO S-UNIT#18/OIL, FILTER, LABOR
72345-APCA	09/22/97	FANNIN FARM EQUIPMENT	\$15 50	\$15 50	PCT#3-AUG CYL RENTAL/OXY , 2 ACET 1(281 OXY)
72346-APCA	09/22/97	FRANKIE HAMBERLIN	\$57 72	\$57 72	D CLK-PEIMBURSE/88mi@ 315ea. REGISTRATION
72347-APCA	09/22/97	FUTURE EQUIPMENT CO , INC	\$97 22	\$97 22	PCT#1-BLADES & SEAT FOR MOWING TRACTOR
72348-APCA	09/22/97	GALL'S INC.	\$128 95	\$128 95	CO S-SHIRTS W/EMBROIDERY, SHIPPING
72349-APCA	09/22/97	GAUDARZI & MORIN LAW FIRM	\$4,550 00	\$3,500 00	D CT-#11,681 JERALD R GREENE
				\$750 00	D CT-#J-14-96/B R L
				\$300 00	D CT-#11,910 MICHAEL SHANE MONK
72350-APCA	09/22/97	GILMER CABLE TV CO , INC	\$65 00	\$65 00	CO JAIL-ACCT#13891/SEPT 1'97 BILLING
72351-APCA	09/22/97	GILMER DRUG COMPANY	\$163 97	\$29 48	CO JAIL-KYLE MURPHY/PRESCRIPTIONS
				\$50 35	CO JAIL-MARGO TROTTER/PRESCRIPTION
				\$63 33	CO JAIL-JONATHON MARSHALL/PRESCRIPTION
				\$20 81	CO JAIL-CURTIS PRESLEY/PRESCRIPTION
72352-APCA	09/22/97	GILMER GLASS & MIRROR	\$49 58	\$49 58	JUV. PROB-(11734x60 PLATE GLASS(TABLE TOP)
72353-APCA	09/22/97	GILMER LUMBER	\$49 26	\$49 26	D A-GLENDA FERGUSON/HOT CK RESTITUTION
72354-APCA	09/22/97	GILMER LUMBER COMPANY INC	\$29 00	\$29 00	NON DEPT-TAX.OFFICE REMODELING SUPPLIES
72355-APCA	09/22/97	GILMER OFFICE CENTER	\$613 42	\$325 00	CO TREAS-2 DRAWER LATERAL FILES (30" WIDE)
				\$22 69	CO S-FORM HOLDER
				\$45 38	CO S-FORMS HOLDERS
				\$15 64	COMM CT-"OFFICE HOURS" SIGN, OPEN/CLOSED SIGN
				\$2 47	CO CT-NAME BADGES
				\$2 24	CO EXT-RECEIPT BOOK
72356-APCA	09/22/97	GOVERNMENT RECORDS SERVICES	\$977 35	\$531 14	D CLK-CUST#532/MICROFILMING; PROCESSING
				\$275 00	D CLK-CUST#532/16mm CAMERA RENTAL W/EASTEL
				\$171 21	D CLK-CUST#532/16mm SILVER DUPLICATIONS
72357-APCA	09/22/97	GRAND KING CONSTRUCTION LDT	\$3,578 56	\$3,578 56	PCT#3-(1000)gals ROAD OIL(90)gals EMS
72358-APCA	09/22/97	GREGG CO JUVENILE PROBATION	\$1,020 00	\$1,020 00	JUV PROB-DETENTION/AUG'97
72359-APCA	09/22/97	H&D TIRE & AUTOMOTIVE	\$1,347 62	\$36 45	PCT#2-TIRE SOAP, O'RING
				\$73 00	PCT#1-CHAIN TIE-DOWN
				\$19 98	CO BLDG-DRAIN CLEANER
				\$7 18	CO BLDG-FUSFS
				\$2 08	CO BLDG-FLUORESCENT BULB
				\$2 06	CO BLDG-FLUORESCENT STARTER
				\$17 59	PCT#3-MAILBOX, GLOVES, FUNNEL
				\$53 75	PCT#4-PAPER TOWELS, HAND CLEANER, FILTERS

DO NOT WRITE

DO NOT WRITE

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/22/97 thru 09/29/97

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$35 62	STARTING FLUID, TRANSMISSION FLUID
				\$22 75	PCT#4-HYDRAULIC HOSE, HYDRAULIC FITTINGS, LABOR
				\$81 00	PCT#1-THERMOSTAT, GASKET, FLEX RADIATOR HOSE, HOSE
				\$109 71	CD S-BATTERY, RECYCLE FEE
				\$101 42	PCT#3-ALTERNATOR, CABLE CLAMPS, CABLE
				\$3 94	PCT#2-BOLTS, DRAWBAR, BOLTS, WASHERS, NUTS
				\$54 61	CD BLDG-FILTER
				\$30 00	PCT#4-HYDRAULIC HOSE, HYDRAULIC FITTINGS(2)
				\$104 47	PCT#3-LABOR
				\$16 45	PCT#3-GLOVES, DRIVEWAY MARKERS, CLEANER, TIRE, RECYCLE FEE, CORE CHG
				\$23 47	PCT#1-BULB, SOLVS-IT
				\$6 00	PCT#2-OIL PUMP
				\$22 16	CD JAIL-CABLE TIES (100)
				\$97 01	PCT#4-PIPE, CEMENT, COUPLINGS & L'S, CLEANER, HACKSAW & BLADE
				\$133 91	PCT#3-TIRE, RECYCLE FEE, CORE CHG
				\$129 17	PCT#3-SCREWS & LETTERS, BARRELL PUMP, FUNNEL
				\$26 63	PCT#1-TUBE, BRAKE PADS
				\$8 26	PCT#4-FITTINGS(2), SAFETY GLASSES, WRENCH
				\$33 00	CD BLDG-WRENCH, HALLOGYN BULB
				\$4 40	PCT#1-ANTIFREEZE
				\$92 95	PCT#3-CAP
				\$10 06	PCT#3-BATTERY, RECYCLE FEE
				\$16 01	PCT#1-RADIATOR HOSE(FOR STEEL WHEEL PACKER)
				\$41 95	PCT#3-2 GAL SPRAYER
				\$24 25	PCT#1-WRENCH (2), DISC PADS
				\$14 00	PCT#2-ASSORTED BRASS FITTINGS
				\$22 48	CD BLDG-ANT & ROACH SPRAY, WASP SPRAY
				\$0 66	CD S-WIRE, PLUGS, TAPED, KEYS
				\$130 00ct	PCT#1-CLAMP
					PCT#3-RETURNED BARREL PUMP
72360-APCA	09/22/97	HARRISON CD JUVENILE	\$195.00	\$195 00	JUV PROB-AUGUST '97 DETENTION/J M
72361-APCA	09/22/97	HENRY WHITLEY, P C	\$1,400.00	\$1,400 00	D CT-CAUSE#11,586 BERNARD HART VS STATE
72362-APCA	09/22/97	HERBERT L YOUNG	\$7,639.74	\$2,380 68	PCT#1-(725)gals DIESEL(1620)gals UNLEADED PREM GAS
				\$2,097 58	PCT#4-(1620)gals DIESEL(925)gals UNLEADED PREM GAS
				\$1 69	CD S-#2044103/GAS TICKET(MINUS TAX)
				\$102 95	D A-(55)gals UNLEAD PLUS(21)gals UNLEADED PREM GAS
				\$2,920 00	CD S-(2143)gals UNLEAD(265)gals UNLEAD PLUS
				\$136 54	CD BLDGS-GASOLINE
72363-APCA	09/22/97	HOLLY R SWINFORD	\$720.00	\$640 00	D CT-COURT REPORTING, 9/2-5/97
				\$80 00	D CT-COURT REPORTING 7/30/97

VOL 48 PG 914

RECEIVED BY

DATE

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/22/97 thru 09/29/97

PAGE 6

VOL 48 PG 912

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
72364-APCA	09/22/97	HOLMES CONCRETE PIPE	\$307 05	\$41 10 \$265 95	PCT#4-TILE 15" X 36" PCT#4-CULVERT 15" X 36", CULVERT 18" X 36"
72365-APCA	09/22/97	I DEAL COMPUTERS, INC	\$15,041 95	\$12 95 \$7,352 00 \$7,677 00	911-(1)9 PIN MOUSE SUP-(4)COMPUTERS & SOFTWARE COMPUTER/911-COMPUTERS & PRINTERS, P C
72366-APCA	09/22/97	IKON OFFICE SOLUTIONS	\$231 80	\$231 80	I C-INK BLACK-RISO
72367-APCA	09/22/97	INGRAM LIBRARY SERVICES	\$285 31	\$285 31	CO LIB-23 BOOKS
72368-APCA	09/22/97	IRVIN TIRE COMPANY	\$1,054 63	\$103 88 \$469 59 \$195 45 \$285 71	CO S-UNIT#17/TIRES(2) CO S-UNIT#17/WHEEL BAL ALIGN, MT DISMT, FLAT, PARTS CO S-UNIT#3/WHEEL ALIGNMENT, IDLER ARM. ASSEM, LABDR CO S-UNIT#10/WHEEL ALIGNMENT/4 TIRES
72369-APCA	09/22/97	JERROD DAVIS	\$150 00	\$150 00	D CT-#11,166 JOHN BUCHANAN
72370-APCA	09/22/97	JODAC OFFICE SUPPLY	\$143 00	\$143 00	J CTR-CASTERS
72371-APCA	09/22/97	JOE N. DANIELS	\$26 77	\$26 77	CO JAIL-REIMBURSE/85mi@ 315ea(ETMC@TYLER FOR PRISONER)
72372-APCA	09/22/97	JOHN DEERE CREDIT	\$353 40	\$353 40	PCT#2-INV#120659/ACCT#999994161/TRACTOR BACKHOE(9'97)
72373-APCA	09/22/97	JR'S	\$91.10	\$23 41 \$21 91 \$4 46 \$12 76 \$9 54 \$9 02 \$10 00	PCT#1-DIESEL PCT#1-GAS PCT#1-OIL PCT#1-DIESEL PCT#1-DIESEL PCT#1-FIX-A-FLAT(3) PCT#1-GASOLINE
72374-APCA	09/22/97	JR'S OF GILMER	\$35 00	\$35 00	D A-JOHN CLUBB/HOT CK RESTITUTION
72375-APCA	09/22/97	KARMEN STEELMAN	\$59 23	\$59 23	COMPUTER&TRFAS-REIMBURSE/48 5mi@ 315ea(LONGVIEW)RUG/SUPPLIES
72376-APCA	09/22/97	KERNS BAKERY	\$153 75	\$45 00 \$37 50 \$37 50 \$33 75	CO JAIL-60 LOAVES OF BREAD CO JAIL-50 LOAVES OF BREAD CO JAIL-50 LOAVES OF BREAD CO JAIL-45 LOAVES OF BREAD
72377-APCA	09/22/97	KRISTI PHILLIPS	\$17 89	\$17 89	SUP-REIMBURSE/56 8mi@ 315ea 8/97
72378-APCA	09/22/97	LIDLAW WASTE SYSTEMS	\$700 30	\$700 30	WASTE-ACCT#070-20542/GARBAGE SERVICES
72379-APCA	09/22/97	LAUREN PARISH	\$400 00	\$400 00	SEPTEMBER '97 JUVENILE PROBATION BOARD

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 SEP 1997

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/22/97 thru 09/29/97

PAGE 7

CHECK #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
72380-APCA	09/22/97	LAWSON PRODUCTS, INC	\$279 04	\$279 04	PCT#2-ASSORTMENT OF BOLTS, WASHERS & NUTS
72381-APCA	09/22/97	LDS OF LONGVIEW, INC	\$51 91	\$25 57 \$26 34	JUV PROB-ACCT#075-34010-9/SEPT 1'97 911-ACCT#075326768/SEPT 1'97 BILLING
72382-APCA	09/22/97	LEON VINES	\$2,280 00	\$2,280 00	NON DEPT-REMODEL OLD TAX OFFICE
72383-APCA	09/22/97	LINDA CARROLL, CSR/RPR	\$320 00	\$160 00 \$160 00	D CT-COURT-REPORTING ON 09/04/97 D CT-COURT REPORTING ON 09/05/97
72384-APCA	09/22/97	LISA VINES	\$240 00	\$240 00	JUV PROB-REIMBURSE/SEPT'97 TRAINING
72385-APCA	09/22/97	LONGVIEW ALTERNATOR	\$204 90	\$115 00 \$89 90	PCT#3-ALTERNATOR PCT#2-ALTERNATOR EXCHANGE
72386-APCA	09/22/97	LONGVIEW ANESTHESIA ASSOC	\$130 60	\$130 60	IND-WESLEY PARKER/MEDICAL 8/18/97
72387-APCA	09/22/97	MARION CO. SHERIFF'S	\$1,040 00	\$1,040 00	CO JAIL-AUGUST '97 PRISONERS HOUSED
72388-APCA	09/22/97	MED SHOP	\$51 81	\$51 81	D A-ANDREA MCCOY/HOT CK RESTITUTION
72389-APCA	09/22/97	MICHAEL MARTIN, ATTY	\$1,200 00	\$300 00 \$300 00 \$300 00 \$300 00	D CT-#11,941 LORENZO GASPAR PICH0 D CT-#11,942 JOHN MARSHALL D CT-#11,764 FREDERICK DWAYNE TAYLOR D CT-#11,540 NATOSHA JONES
72390-APCA	09/22/97	MIKE REARDON PLUMBING	\$52 67	\$52.67	CO BLDGS-REPAIR WATER LINES
72391-APCA	09/22/97	MORRIS CO SHERIFF'S DEPT	\$960.00	\$960.00	CO JAIL-AUGUST '97, B. INMATES HELD FOR 24DAYS
72392-APCA	09/22/97	MUSIC MOUNTAIN WATER CO	\$32 80	\$32 80	CO BLDG-ACCT3187001-00/AUG '97 BILLING
72393-APCA	09/22/97	NATIONSBANK OF DELAWARE, N A	\$590 75	\$303 09 \$287 66	SUP-ACCT#3944/AUG 24 '97 BILLING CCP-ACCT#9013/AUG 24 '97 BILLING
72394-APCA	09/22/97	NEW READERS PRESS	\$85 14	\$85 14	LITERACY-(12)CHALLENGER BOOKS
72395-APCA	09/22/97	NICHOLS MACHINERY COMPANY	\$2,439 24	\$2,054 25 \$374 99	PCT#4-PEX MIXER PARTS, FREIGHT/HANDLING PCT#4-ACCT#0904B/SHIMS
72396-APCA	09/22/97	OMNI PUBLISHERS	\$45.50	\$7.50 \$38.00	SUP-FREIGHT CHARGE D A-BALANCE OF PENAL LAW, CODE OF CRIMINAL PRECEDURE BKS
72397-APCA	09/22/97	PATRICIA HARRISON	\$450 00	\$180 00 \$180 00 \$90 00	CO CT-COURT REPORTING ON SEPT 04/97 D CT-COURT REPORTING 09/05 '97 CO CT-COURT REPORTING ON 09/11/97
72398-APCA	09/22/97	PETTY'S LAWN SPRINKLERS, INC	\$2 34	\$2 34	CO BLDGS-SERVICE CHRG ON ACCOUNT
72399-APCA	09/22/97	PROBUS	\$1,433 05	\$1,433 05	CO TAX-ENVELOPES, REGULAR & WINDOW

VOL 48 PG 976

REMAINING

MINIMUM

Approved Disbursements
ALL Checking Accounts

VOL 48 PG 917

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
72400-APCA	09/22/97	PROFESSIONAL FOOD SYSTEMS	\$872 21	\$451 73 \$420 48	CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/ASSORTED FOODS
72401-APCA	09/22/97	PROFESSIONAL TECHNICAL ASSIS	\$1,497 00	\$1,305 00 \$30 50 \$112 50 \$49 00	CO JAIL-PORTABLE RADIOS, CHARGERS CO S-ANTENNA FOR VEHICLE CO S-AFTER-HOURS SVC CALL ON 8-22-97(TROUBLE WITH REPEATER) CO S-HOLSTER FOR RADIO
72402-APCA	09/22/97	GULL CORPORATION	\$760 88	\$682 40 \$78 48	CO CLK-(5)LUMBAR BLUE CHAIRS I C -PAPERMATE GEL-WRITER PENS
72403-APCA	09/22/97	R D PEELER & SONS	\$850 00	\$350 00	CO CLK-REC MG/6 NEW LOOSELEAF BINDERS(FIELD NOTES)
72404-APCA	09/22/97	REX SHAW	\$45 00	\$45 00	CO CLK-REIMBURSE/3 REGISTRATIONS(CO CLK MEETING@MARSHALL)
72405-APCA	09/22/97	RICK'S TIRE SERVICE	\$175 00	\$25 00 \$25 00 \$25 00 \$25 00 \$25 00 \$50 00	PCT#4-TIRE MOUNT ON GRADER PCT#4-FLAT REPAIR ON ROAD GRADER PCT#4-FLAT REPAIR PCT#1-SERVICE CALL, FLAT REPAIR ON GRADER PCT#1-SERVICE CALL, FLAT REPAIR ON GRADER PCT#4-FLAT REPAIR, BOOT/ROAD GRADER
72405-APCA	09/22/97	ROADWAY OIL CO, INC	\$8,868 98	\$2,933 00 \$5,935 98	PCT#4-(140)bb1s. ROAD OIL@20 95per bb1 PCT#4-(283 34)bb1s ROAD OIL@20 95per bb1
72407-APCA	09/22/97	RONNIE MITCHELL	\$34 96	\$34 96	JUV PROB-REIMBURSE/111MI@ 315EA 8/29/97
72408-APCA	09/22/97	SARGENT-SOWELL, INC	\$37 88	\$37 88	JUV PROB-CUST#423000/GOLD ELECTROPLATE BANDS
72409-APCA	09/22/97	SCHWAAB, INC	\$94 80	\$49 10 \$45 70	CO TREAS-2 STAMPS; SHIPPING DA-DURA DATER
72410-APCA	09/22/97	SHANE JACKSON	\$230 99	\$230 99	CCP-REIMBURSE/626mi@. 315ea. MEALS 8/97
72411-APCA	09/22/97	SHELL OIL COMPANY	\$50 83	\$50 83	CO S-ACCT#092821628/AUG 18'97 BILLING
72412-APCA	09/22/97	SHEPARD'S	\$192 48	\$192 48	LAW LIB-ACCT#1100082063/TX CIT BD SUP 1993-1997
72413-APCA	09/22/97	SMITH OIL COMPANY	\$1,813 11	\$199 36 \$225 00 \$495 50 \$140 50 \$180 00 \$572 75	PCT#2-(2)BATTERIES, BULBS, FILTERS, GLOVES PCT#2-(1)GRACO AIR GREASE GUN REBUILD PCT#1-DEL 400, GEAR OIL ENG & BRK FLD, TOWELS, HAND CLEANER PCT#2-(3)WATER COLLERS, GREASE, GREASE GUN, HAND CLEANER PCT#1-DEL 400-15, MPATF PCT#4-MOTOR OIL (55-GAL DRUM), HYDPAULIC OIL (55-GAL DRUM), ANTIFREEZE (55-GAL DRUM)

NO. 1 UNIT

PRINTED IN U.S.A.

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 Sep 1997

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/22/97 thru 09/29/97

PAGE 9

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
72414-APCA	09/22/97	SW MENTAL HEALTH TESTING	\$90 00	\$90 00	CD S-ALAN WADE/MENTAL HEALTH TESTING 8/25/97
72415-APCA	09/22/97	SOUTHWESTERN BELL TELEPHONE	\$3 30	\$3 30	D CT-#21410622362183/SEPT 1'97 BILLING
72416-APCA	09/22/97	SOUTHWESTERN ELECTRIC POWER	\$6,581 48	\$1,710 74 \$105 92 \$3,699 09 \$761 24 \$128 05 \$76 24	CD CTH-ACCT#5674/SEPT 5'97 BILLING CD CTH-ACCT#16733/ST LIGHTS SEPT 5'97 BILLING J CTR-ACCT#716860/SEPT 12'97 BILLING CD TAX-ACCT#254106958/SEPT 12'97 BILLING 911-ACCT#254136955/SEPT 12'97 BILLING PORTER BLDG-ACCT#556852/SEPT 12'97 BILLING
72417-APCA	09/22/97	STATE BAR OF TEXAS	\$30 00	\$30 00	D A-NEW TX RULES APPELLATE PROC97
72418-APCA	09/22/97	STECK-VAUGH CO.	\$220 78	\$220 78	LITERACY-(12)MATHEMATICS&STRATEGIES BOOKS
72419-APCA	09/22/97	STEWART ENGINEERING SUPPLY.	\$13 94	\$13 94	911-36x150 20LB INK JET BOND
72420-APCA	09/22/97	STEWART INSURANCE AGENCY	\$50 00	\$50 00	JUV PROB-BOND#18104226/PUBLIC EMP POSITION 9/97-9/98
72421-APCA	09/22/97	SUPER SAVER RENT-A-CAR	\$800 00	\$400 00 \$400 00	911-AUGUST '97/LEASE('95 MERCURY SABLE) 911-SEPT '97/LEASE('95 MERCURY SABLE)
72422-APCA	09/22/97	SYSCO FOOD SYSTEMS, INC.	\$2,433 43	\$463 51 \$132 70 \$249 47 \$245 42 \$490 37 \$305 66 \$546 30	CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS
72423-APCA	09/22/97	T & S TRACTOR INC	\$14 49	\$4 83 \$9 66	PCT#4-CAP ASSEMBLY PCT#4-CAP FOR TRACTOR
72424-APCA	09/22/97	TAYLOR'S GROCERY	\$50 00	\$50 00	D A-SHELIA RUIZ/HOT CK RESTITUTION
72425-APCA	09/22/97	TCCJ FALL CONFERENCE	\$80 00	\$80 00	911-REGISTRATION/DONA FLIPPO(FALL CONF)
72426-APCA	09/22/97	TELETOUCH CORPORATION	\$313 13	\$313 13	CD S-ACCT#3062303/#247199 & REG BILLING
72427-APCA	09/22/97	TEXAS ASSOC. OF COUNTIES	\$11,995 00	\$11,995 00	#2300/4TH QTR BILLING
72428-APCA	09/22/97	THE GILMER MIRROR	\$170 85	\$21 00 \$18 60 \$131 25	COMM CT-NOTICE OF VOTING PRECINCT CHANGE D CT-PUBLIC NOTICE/AUDITOR & CT REPORTER SALARY COMM CT-ADVERTISE PRPERTY TAX RATE
72429-APCA	09/22/97	THE SAFER SOCIETY FOUNDATION	\$405 00	\$405 00	SUP-STRUCTURED APPROACH VIDEO
72430-APCA	09/22/97	TIM CONE	\$46 30	\$46 30	D A-REIMBURSE/MEALS&JEFFERSON(8/18-22/97)

48 PG 978

FOUNDED 1890

YOUNG MEN'S CHRISTIAN ASSOCIATION

VOL 48 PG 979

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
72431-APCA	09/22/97	TOPP OFFICE SUPPLY	\$130 10	\$130 10	LITERACY-OFFICE SUPPLIES
72432-APCA	09/22/97	TRI STAR SUPPLY, INC	\$127 45	\$127 45	PCT#3-NUTS, BOLTS & WASHERS
72433-APCA	09/22/97	TYLER RADIOLOGY	\$188 00	\$188 00	IND-WESLEY L PARKER/MEDICAL 7/29/97
72434-APCA	09/22/97	UNITED STATES POSTAL SERVICE	\$3,000 00	\$3,000 00	NON DEPT-ACCT#20660346/POSTAGE FOR METER
72435-APCA	09/22/97	UPSHUR COUNTY	\$200 21	\$7 02 \$167 55 \$25 64	SUP-REIMBURSE/OFFICE SUPPLIES SUP-REIMBURSE/VALU-LINE CALLS 8/97 SUP-REIMBURSE/AUG-97 GTE CALLS
72436-APCA	09/22/97	UPSHUR COUNTY APPRAISAL DIST	\$54,005 00	\$54,005 00	APPPL DIST-COUNTY PRO-RATA ON BLDG COST(27%)
72437-APCA	09/22/97	UPSHUR COUNTY FIRE DISTRICT	\$1,600 00	\$1,600 00	NON DEPT-DISPATCHING 7/1-8/31/97
72438-APCA	09/22/97	VARNADO FEED SERVICE	\$24 40	\$24 40	PCT#4-WIRE TIES, BUG SPRAY, WASP & HORNET SPRAY
72439-APCA	09/22/97	VISA	\$1,535 91	\$1,397 45 \$138 46	JUV PROB-ACCT#0775,0809,0767,0783,0791/SEPT 9 '97 BILLING CO S-ACCT#1505/SEPT 4 '97 BILLING
72440-APCA	09/22/97	WAL-MART PHARMACY 10-0146	\$187 14	\$187 14	IND-GLEN R CROSS/PRESCRIPTIONS 8/97
72441-APCA	09/22/97	WALMART STORE #146	\$572 75	\$34 64 \$9 64 \$19 39 \$83 71 \$12 30 \$12 30 \$12 02 \$24 46 \$13 22 \$9 66 \$223 19 \$48 60	PCT#1-#188/ALL SPORT COOLER PCT#1-#188/ALL SPORT PCT#1-#188/ALL SPORT, ICE CONST#2-#188/AMMUNITION PCT#1-#188/ALL SPORT PCT#1-#188/ALL SPORT PCT#1-#188/ICE, ALL SPORT CO S-#188/PHOTO PROCESSING, BINDERS WASTE-#188/FILM, LAB PROCESSING WASTE-#188/LAB PROCESSING CO S-#188/BLISTER, FILM, BATTERIES, CASSETTS CO TREAS-#188/SHEET PROTECTORS, BATTERIES, WALL
72442-APCA	07/22/97	WANDA COSTON	\$61 92	\$61 92	CLOCK, SCISSORS ELECTIONS-#188/LOCKS, CREDIT FOR LOCK
72443-APCA	07/22/97	WAYNE TOLIVER	\$250 00	\$250 00	CO TREAS-#188/(2)MINI BLINDS COMPUTER-#188/BATTERIES FOR COMPUTER EQUIPMENT
72444-APCA	09/22/97	WEST SIDE FURNITURE	\$56 46	\$2 32 \$50 90	CO EXT-#188/CLAW HAMMER, VIDED ACC. JOINT PLIERS, SCREWDRIVER SET JP#1-REIMBURSE/95mi@ 315ea, STAMPS D CT-CAUSE#11,094/KENNETH WAYNE FORB CO BLDG5-WING NUTS FOR EDGER CCP-(2)NEED EATERS

FORM 10-90

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 Sep 1997

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/22/97 thru 09/22/97

PAGE 11

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
72445-APCA	09/22/97	WHITE SWAN, NORTH	\$784 10	\$180 23 \$348 34 \$252 52	CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/ASSORTED FOODS
72446-APCA	09/22/97	WHOLESALE SUPPLY COMPANY	\$393 58	\$393 58	IC-SHARP CALCULATORS, ENVELOPES, WINDOW ENVELOPES, SHIPPING
72447-APCA	09/22/97	WINN'S AUTO & TRUCK REPAIR	\$408 25	\$31 25 \$75 97 \$118 03 \$182 58	WASTE-PLUG WIRES, LABOR(CHEVY TRUCK CO S-UNIT#21/REPAIR BRAKES, FLUID CO S-UNIT#1-REPAIR ENGINE, INSTALL GEAR FITTING, AIR FILTER CO BLDGS-REPLACE WHEEL CYL, SHOES, IGNITION SWITCH
72448-APCA	09/22/97	YOUNG'S HEATING & AIR	\$1,602 95	\$1,450 00 \$352 95	CO LIB-REPLACE 5 TON A/C UNIT CO TAX-REPLACE INDOOR BLOWER, MOTOR, RELAYS, LABOR

Total for APCA - Accounts Payable Clearing Account \$274,627 70

VOL 41 PG 980

01
02
03
04
05
06
07
08
09
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 Sep 1997

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/22/97 thru 09/29/97

PAGE 12

Check #	HC	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
B17-FNB INS	HC	09/22/97	UPSHUR COUNTY INSURANCE CLEA	\$21,948 28	\$21,235 03 \$713 25	PAYMENT REGISTER DATED 9/11/97 09/11/97 PAYMENT REGISTER
B19-FNB INS	HC	07/29/97	MANAGED PHARMACY BENEFITS, I	\$5,695 11	\$2,811 55 \$2,883 56	GROUP #80096, 09/04/97 PAYMENT REGISTER GROUP #80096, 09/18/97 PAYMENT REGISTER
Total for FNB-INS - INSURANCE				\$27,643 39		
Grand Total				\$302,271 09		

156 records listed.

VOL 48 PG 98

FILF
REX A. STAW
COMPTROLLER
97 SEP 30 PM 12:04
UPSHUR COUNTY, TX.
BY

Charles L. Still
COUNTY JUDGE, CHARLES L. STILL

Baddis Lindsey
COMMISSIONER PCT#1, BADDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

Rick Jackson
COMMISSIONER PCT#3, RICK JACKSON

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

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

VERMILION

VOL 48 PG 982
UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-17-97 Dept. Sheriff / Jail
 Employee Tillery, Hiram Dale
 Social Security No. 454-25-3634 Emp. ID# 857

X	CHANGES(S)	FROM	TO
X	Grade Step <u>9-97</u>	<u>14.12.1625.40</u>	
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments:

Took Mike Phillip's place

Authorized by R.D. Crow

Approved by

Date. 9-17-97

COBRA INSURANCE PREMIUMS

EFFECTIVE 06/01/97 THE EMPLOYEE COSTS FOR INSURANCE CHANGED. THE RATE FOR THE COBRA PREMIUM ON TERMINATED EMPLOYEES NEEDS TO BE DECREASED TO REFLECT THESE CHANGES. THERE IS A 2% ADMINISTRATIVE FEE ADDED TO THE COBRA RATE.

NEW RATES:

EMPLOYEE	\$353.27 + \$7.07 (2%)	= \$360.34
EMPLOYEE W/FAMILY	\$353.27 + \$129.38 + \$9.65 (2%)	= \$492.30
EMPLOYEE W/SPOUSE	\$353.27 + \$102.71 + \$9.12 (2%)	= \$465.10
EMPLOYEE W/CHILDREN	\$353.27 + \$ 64.26 + \$8.35 (2%)	= \$425.88
EMPLOYEE W/CHILD	\$353.27 + \$ 60.26 + \$8.27 (2%)	= \$421.80

RATES WHEN EMPLOYEE DOES NOT CHOOSE COVERAGE:

1ST INSURED (WHEN EMPLOYEE NOT COVERED, THIS CAN BE SPOUSE OR CHILD)	\$353.27 + \$7.07 (2%)	= \$360.34
FAMILY (1ST INSURED [SPOUSE] AND CHILDREN ONLY)	\$353.27 + \$ 64.26 + \$8.35 (2%)	= \$425.88
CHILDREN ONLY (1ST INSURED AND OTHER CHILDREN)	\$353.27 + \$ 64.26 + \$8.35 (2%)	= \$425.88
CHILDREN (2) (1ST INSURED AND OTHER CHILD)	\$353.27 + \$ 60.26 + \$8.27 (2%)	= \$421.80

COBRA OR CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT ALLOWS AN EMPLOYEE LEAVING EMPLOYMENT TO KEEP THE SAME COVERAGE HE/SHE HAD AS AN EMPLOYEE.

APPROVED IN COMMISSIONERS' COURT THIS 22ND DAY OF SEPTEMBER, 1998

Charles Still
CHARLES STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER PCT#1

Rick Jackson
RICK JACKSON, COMMISSIONER PCT#3

Tommy Stanley
TOMMY STANLEY, COMMISSIONER PCT#2

Kenny Thompson
KENNY THOMPSON, COMMISSIONER PCT#4

FILED
CLERK OF COURT
9/22/98
5:12 PM
SEP 22 1998
BY [Signature]

RESOLUTION AND ORDER OF THE

COMMISSIONERS COURT OF _____ COUNTY, TEXAS

WHEREAS, Subchapter J, Chapter 51, Government Code, as amended by the provisions of S.B. 1534 in 1997, provides for the collection of additional filing fees for basic civil legal services for indigents;

WHEREAS, the fees are required to be collected by clerks of each of the various courts and remitted to the county treasurer;

WHEREAS, the county treasurer is required to create and keep records and, in addition, is required to remit the fees, minus an amount ordered retained by the county commissioners court as authorized in said bill, to the Comptroller of Public Accounts on a quarterly basis; and

WHEREAS, the county incurs costs and expenses in the collection and remitting of such fees collected under Subsections (a)(2)-(5) of Section 51.901, Government Code;

WHEREAS, under subsection (e), Section 51.901, Government Code, the Commissioners Court may by order require the retention of five percent of the fees collected for deposit in the county's general revenue account;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the county treasurer shall deposit in the county's general revenue account five percent of the fees collected under the provisions of Subsections (a) (2)-(5), Section 51.901, Government Code, as amended in 1997; and

BE IT FURTHER RESOLVED that this resolution and order shall remain in effect until rescinded.

ADOPTED this the _____ day of _____, 1997.

Chad L. Still
Gaddis L. L. L.

Sonny Stanley

Chad L. Still

Clerk

FILED
REX A. STUBBS
CLERK
97 SEP 22 PM 12:09
COMMISSIONERS COURT
TEXAS COUNTY, TX
15 P.M.

S.B. 1534

AN ACT relating to additional court filing fees to provide basic civil legal services to the indigent.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 51, Government Code, is amended by adding Subchapter J to read as follows:

SUBCHAPTER J. ADDITIONAL FILING FEE FOR BASIC CIVIL LEGAL SERVICES FOR INDIGENTS

Sec. 51.901. ADDITIONAL FILING FEE FOR BASIC CIVIL LEGAL SERVICES FOR INDIGENTS.

(a) In addition to other fees authorized or required by law, the clerk of each court shall collect the following fees on the filing of any civil action or proceeding requiring a filing fee, including an appeal, and on the filing of any counterclaim, cross-action, intervention, interpleader, or third-party action requiring a filing fee.

- (1) supreme court and courts of appeals, \$25.
- (2) district courts, for other than divorce and other family law matters, \$10.
- (3) district courts, divorce and other family law matters, \$5.
- (4) statutory and constitutional county courts, \$5.
- (5) justice of the peace courts, \$2.

(b) Court fees under this subchapter shall be collected in the same manner as other fees, fines, or costs in the case.

(c) The clerk shall send the fees collected under Subsection (a)(1) to the comptroller not later than the 10th day after the end of each quarter.

(d) The clerk shall remit the fees collected under Subsections (a)(2)-(5) at least as frequently as monthly to the county treasurer or the person who performs the duties of the county treasurer. The county treasurer or the person performing the duties of the county treasurer shall keep a record of the amount of money received under this subsection. The county treasurer

or the person who performs the duties of the county treasurer shall remit the fees collected, minus an amount ordered retained by the county commissioners court as provided by Subsection (e), to the comptroller not later than the 10th day after the end of each quarter.

(e) The commissioners court by order may require the county treasurer or the person who performs the duties of the county treasurer to deposit in the county's general revenue account five percent of the fees collected under Subsections (a)(2)-(5) to reimburse the county for the expense of collecting and remitting the fees collected under Subsections (a)(2)-(5).

(f) The comptroller shall deposit the fees received under this section to the credit of the basic civil legal services account of the judicial fund for use in programs approved by the supreme court that provide basic civil legal services to the indigent.

(g) In this section,

(1) "Family law matters" has the meaning assigned "family law cases and proceedings" by Section 25.0002.

(2) "Indigent" means an individual who earns not more than 125 percent of the income standard established by applicable federal poverty guidelines.

Sec. 51.902. RULES.

(a) The supreme court shall adopt:

(1) rules and procedures for the distribution of funds under this subchapter, and

(2) rules and procedures for imposing sanctions, including the reduction or cancellation of funding.

(b) Funds may be distributed only to nonprofit organizations that provide basic civil legal services to persons meeting the income eligibility requirements established by the supreme court.

Sec. 51.903. BASIC CIVIL LEGAL SERVICES ACCOUNT.

(a) The basic civil legal services account is an account in the judicial fund administered by the supreme court.

(b) Funds in the basic civil legal services account may be used only for the support of programs approved by the supreme court that provide basic civil legal services to the indigent. The comptroller may pay money from the account only on vouchers approved by the supreme court.

(c) Except as provided by this subsection, funds from the basic civil legal services account may not be used to directly or indirectly support a class action lawsuit, abortion-related litigation, or a lawsuit against a governmental entity, political party, candidate, or officeholder for an action taken in the individual's official capacity or for lobbying for or against a candidate or issue. Notwithstanding any provision of law to the contrary, funds from the basic civil legal services account may not be used for the representation of an individual who is confined to a local, state, or federal jail or prison. Funds from the basic civil legal services account may not be used to provide legal services to an individual who is not legally in this country, unless necessary to protect the physical safety of the individual. Funds from the basic civil legal services account may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or

ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, aid to families with dependent children, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for the handicapped, Medicare, Medicaid, subsidized or public housing, and other economic shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

(d) Except as provided by this subsection, funds from the basic civil legal services account may not be used for a lawsuit or other legal matter that if undertaken on behalf of an indigent individual by an attorney in private practice might reasonably be expected to result in payment of a fee for legal services from an award to the individual client from public funds or from an opposing party. Funds from the basic civil legal services account may be used to support a lawsuit if the indigent individual seeking legal assistance made a reasonable effort to obtain legal services from an attorney in private practice for the particular legal matter, including contacting attorneys who practice law in the judicial district that is the residence of the indigent individual and who normally accept cases of a similar nature, and the indigent individual has been unable to obtain legal services.

(e) The supreme court shall file a report with the Legislative Budget Board at the end of each fiscal year showing disbursements from the account and the purpose for each disbursement and the sanctions imposed, if any. All funds expended are subject to audit by the supreme court, the comptroller, and the state auditor.

(f) The purpose of this subchapter is to increase the funds available for basic civil legal services to the indigent. Funds available from the basic civil legal services account may be supplemented by local or federal funds and private or public grants.

(g) A legal aid society or legal services program that is awarded attorney's fees in a case shall send the attorney's fees to the comptroller if any attorney representing any party involved in the case was paid in that case directly from funds from a grant made under this subchapter. The comptroller shall deposit the fees to the credit of the basic civil legal services account of the judicial fund for use in programs approved by the supreme court that provide basic civil legal services to the indigent.

SECTION 2.

This Act takes effect September 1, 1997, and applies only to fees for appeals, suits, counterclaims, cross-actions, interventions, interpleaders, or third-party actions filed on or after that date.

SECTION 3.

The importance of this legislation and the crowded condition of the calendars in both houses create an emergency and an imperative public necessity that the constitutional rule requiring bills to be read on three several days in each house be suspended, and this rule is hereby suspended.



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

SERVING A FOURTEEN-COUNTY REGION

September 11, 1997

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

Dear Judge Still:

At the request of Longview City Attorney, Larry Schenk, I am providing you with the proposed allocation of legal expenditures for the work performed by Attorney Jim Mathews during Fiscal Year 1997 for the Northeast Texas Flexible Attainment Region. The following list of local governments and industries and the corresponding dollar amounts were recommended by the NETAC Policy Committee:

COUNTIES

- * Gregg - \$5,000
- * Smith - \$2,500
- * Harrison - \$2,500
- * Rusk - \$2,500
- * Upshur - \$2,500

- * LeTourneau - \$2,000
- * Tyler Pipe - \$1,500
- * International Paper - \$1,000
- * Stroh Brewery - \$1,000
- * Petrolite - \$500
- * Marathon - \$500

LEDCO - \$9,859

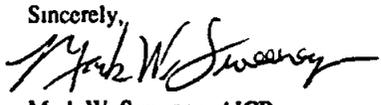
INDUSTRIES

- * Eastman Chemical - \$10,000
- * SWEPCO - \$7,000
- * TU Electric - \$7,000
- * LaGloria - \$5,000
- * Exxon - \$5,000
- * Oxy USA - \$2,000

CITIES

- * Longview - \$10,000
- * Tyler - \$7,500
- * Marshall - \$5,000
- * Kilgore - \$2,500
- * Gilmer - \$2,000
- * Henderson - \$1,000

Attached please find a billing statement for Upshur County in the amount of \$2,500. Please make your check payable to ETCOG. Also note on the check the following statement: "Jim Mathews - 1997 Legal Fees". If you have any questions don't hesitate to call me at (903) 984-8641.

Sincerely,

Mark W. Sweeney, AICP
Director of Regional Development & Services

MWS/sp

Enclosure

FILED
REX
CO. CLERK
07 SEP 22 PM 12:09
L-3000 COUNTY, TX
KILGORE

VOL 48 PG 988

From:



East Texas Council of Governments
3800 Stone Road
Kilgore, Texas 75662
(903) 984-8641

Invoice

No 3053

To: Upshur County
P. O. Box 790
Gilmer, Texas 75644

DATE: September 11, 1997

Jim Mathews - 1997 Legal Fees

\$2,500

Charles L. Hill

TOTAL AMOUNT DUE:

\$ 2,500



TEXAS FOREST SERVICE

The Texas A&M University System

Forest Fire Control Department
(409) 639-8100 FAX (409) 639-8110

P.O. Box 310
Lufkin, Texas 75902-0310

5.12

August 6, 1997

Upshur County
Upshur County Judge
P O Box 790
Upshur TX 75644

Dear Chief:

Enclosed is a fully executed copy of the Cooperative Agreement and Equipment Listing between your fire department and the Texas Forest Service. Please retain these documents in your files.

It has been a pleasure working with you. If we can be of any further assistance, please do not hesitate to call.

Sincerely,

Lean Wiley
Lean Wiley
Clerk II

/lrw
enclosure

FILED
TEXAS FOREST SERVICE
COUNTY CLERK
97 SEP 22 PM 12:09
UPSHUR COUNTY, TX
BY _____
REPLY

COOPERATIVE AGREEMENT

FOR

COST SHARE PROGRAM

- I. This cooperative agreement is made this 16th day of June, 1997, by and between Upshur County located at Gilmer, Texas, hereinafter referred to as the COOPERATOR, and the Texas Forest Service, a Member of The Texas A&M University System, hereinafter referred to as the SERVICE. This agreement concedes that prevention and suppression of natural cover fires threatening forest and range lands, human lives, structural improvements and all other rural values is of mutual concern to both parties.
- A. The COOPERATOR has requested the assistance of the SERVICE in developing wildfire protection on certain rural lands.
- B. The SERVICE has found that such cooperation is necessary to enhance the organization of fire protection on forested, non-forested watershed, and rural land in the State.
- II. THE SERVICE AGREES:
- A. To make available certain fire control equipment and tools as per attached equipment list(s) to be used in the suppression of natural cover and structural fires and for other emergencies which threaten the loss of life and property.
- B. To license federal excess motor equipment provided under this agreement.
- C. To provide repair parts for equipment maintenance purposes when available.
- D. To permit removal of any accessories which the COOPERATOR has added to the equipment prior to its return to the SERVICE.
- E. To provide technical assistance in operational fire planning, use of equipment, and training in fire prevention and wildland fire suppression.

III. THE COOPERATOR AGREES:

- A. To develop an operational fire plan and to cooperate fully with the SERVICE in coping with wildfire problems. Also to cooperate with other county, area and regional fire service organizations in coping with mutual fire problems.
- B. To use equipment and tools provided solely in the suppression of natural cover or structural fires or for other emergencies which threaten the loss of life or property.
- C. To have federal excess equipment in service within six months of acquisition by the cooperator.
- D. To title and license non federal excess motor equipment provided under this agreement.
- E. To secure equipment at a mutually agreeable location, to paint federal excess motor equipment and to be responsible for all additional repair, and operational costs.
- F. To provide for adequate equipment storage and maintenance and to permit annual equipment inspections by SERVICE representatives.
- G. That federal excess equipment may not be altered without prior approval of the SERVICE, and that federal excess property must be returned to the SERVICE for final disposition.
- H. To maintain current liability and property damage insurance for each piece of equipment loaned; to assume full liability for injury to the operator or others injured by said equipment and for damages resulting from movement or use; and to hold the SERVICE free and harmless from any and all claims, damages, costs and charges whatsoever.

- I. To have all motor vehicles inspected annually by an approved vehicle inspection station, and to submit a copy of the certificate of inspection to the SERVICE.
- J. To provide systematic training to members in fire prevention and suppression, safety and first aid.

IV. The above noted equipment has been purchased in part with federal funds and therefore is subject to use and disposition regulations dealing with federal property management: federal share of property shall be amount computed by applying 50% to the current fair market of the equipment involved at the time of disposition and converting to a dollar value. This is then the federal share in re-investment for new equipment or for monies returned.

V. Violation of listed stipulations could result in termination of this cooperative agreement and further participation in and use of available funds in the Rural Fire Protection program.

VI. In witness whereof, the parties hereto have executed this agreement effective as of the 16th day of June, 1997.

***this co-op is for installation of 12 dry hydrant kits.

Upshur County
COOPERATOR

By Chad F. Still
Title County Judge

TEXAS FOREST SERVICE, a Member of
The Texas A&M University System

[Signature]
State Forester, Texas Forest Service

APPROVAL RECOMMENDED:

Bobby R. Young
Associate Director,
Forest Resource Protection

FILED
REX A
COM
97 SEP 22 PM 12:09
L.S. ... TX.
OFFICE

"An Equal Opportunity Employer"

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE September 8, 1997

TO: THE UPSHUR COUNTY COMMISSIONERS COURT

c/o

UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT GILMER TEXAS

Formal notice is hereby given that:

Seagull Field Services Company proposes to place a
(COMPANY NAME)

3.5" O. D. Sch.-80 PVC line within the Right-of-Way
(PIPE SIZE)

of County Road: Caribou Drive as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring, total length of line in Upshur County is 2356 feet.

The location and description of the proposed line and appurtenances is more fully shown by the copies of drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Upshur County Specifications.

Construction of this line will begin on or after the 8th day of September, 1997.

FILED
REX...
97 SEP 22 PM 12:10
UPSHUR COUNTY, TX.
BY _____ CLERK

FIRM: Seagull Field Services Company

BY: Larry R. Dixon
Larry R. Dixon

TITLE: Agent

ADDRESS: 6381 New Copeland Road
Tyler, Texas 75703

PHONE: (903) 534-0175

SPECIAL SPECIFICATIONS
FOR PIPE LINES CROSSING IN BORED HOLES
AND PLACED PARALLEL TO COUNTY ROADS

GENERAL NOTE: The construction of this project shall follow "The Upshur County Road and Bridge Department Standard Specifications" with respect to barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by the traveling public and adjacent property owners.

1. Excavation material shall not be placed on the road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing or other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.
2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to of the adjacent undisturbed material, replacing all of the excavated material except that displaced by the pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be removed from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operations shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/or pipe laying operations.
3. Sod and/or other erosion control measures removed or disturbed by the installation shall be replaced. This shall include keeping separate and replacing existing topsoil, importing sod or seeding or a combination of these methods together with fertilizer and water as necessary to reestablish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fill the bored hole.

5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operations. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be completed to the owner's satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or graveled public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.
6. No trees or shrubbery shall be cut or trimmed without the approval of the Upshur County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be complied with if within the city limits.

DATE: _____

TO: Seagull Field Services Company
6381 New Copeland Road
Tyler, Texas 75703

The Upshur County Commissioners Court offers no objection to the location on the right-of-way of your proposed:

3.5" Sch. 80 PVC line as shown by accompanying drawings and notice date September 8, 1997 except as noted below:

It is expressly understood that the 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 the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of the said line shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under the surfaced roads and under surfaced cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet either end of

any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

- 5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Upshur County Commissioners Court.
- 6. Operations along roadbeds shall be performed in such a manner that all excavated material be kept off the pavement 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 or structures. The cost of any repairs to road structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
- 7. Barricades, warning signs and 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.

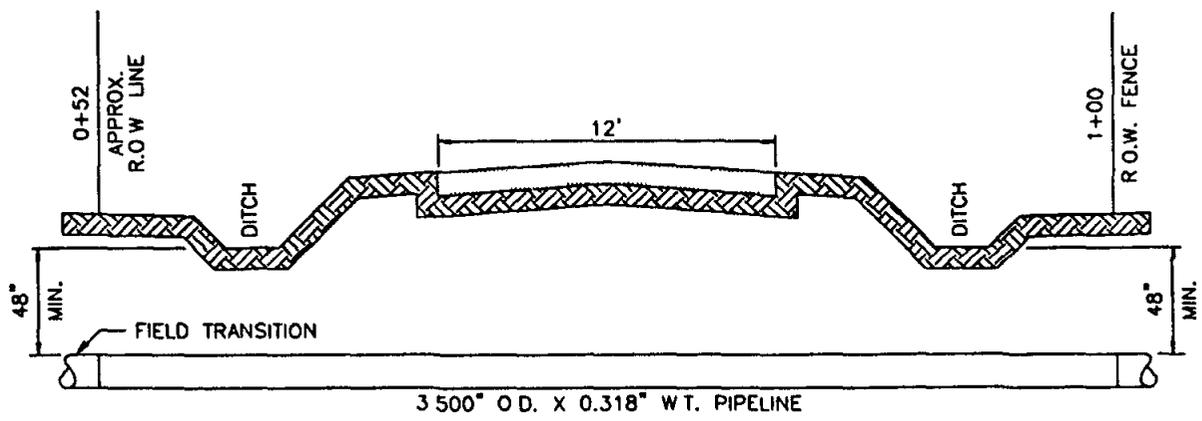
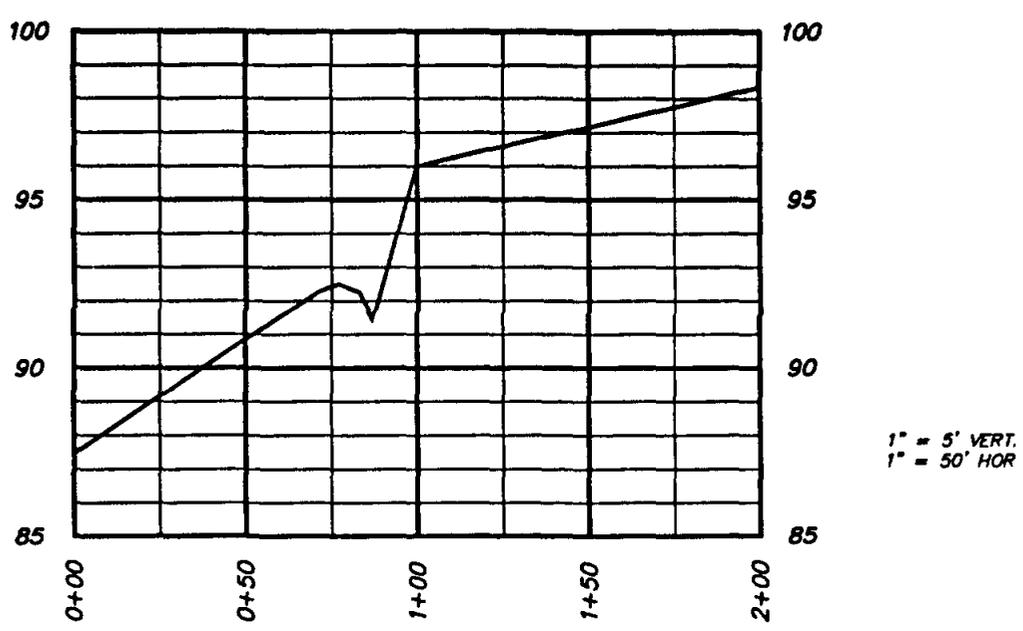
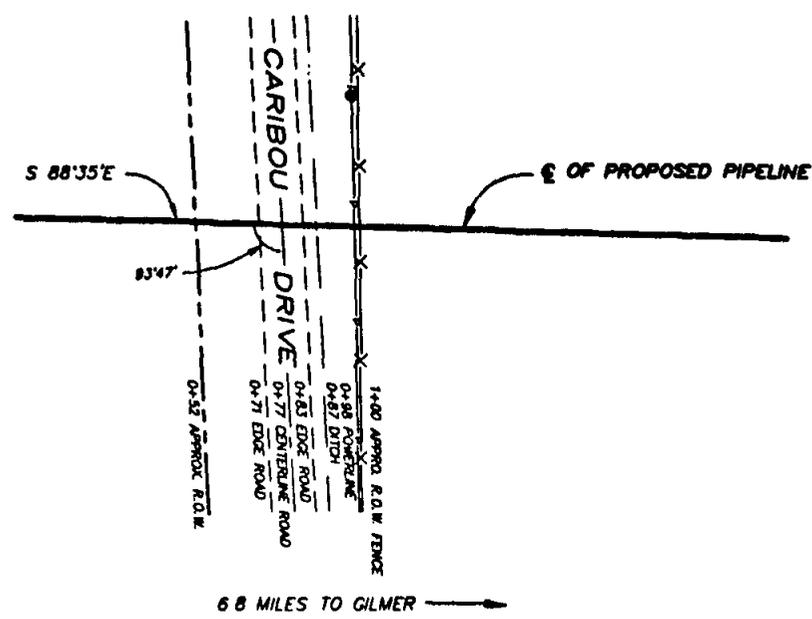
APPROVED C. L. Still
COUNTY JUDGE

County Commissioner, Pct 4:
Mr. Kenny Thompson

Tommy Stanley
Hadden Lindsey

JOSEPH WALKER SURVEY
ABSTRACT 519

VOL 48 PG 99B



**ELEVATION VIEW OF
PIPELINE CROSSING HIGHWAY**

NOT TO SCALE

SEAGULL FIELD SERVICES CO. BIVINS, TEXAS		
PROPOSED PIPELINE CROSSING CARIBOU DRIVE 361' SOUTH TO STATE HIGHWAY 154 UPSHUR COUNTY, TEXAS		
SCALE	DRAWN BY.	DATE.
1" = 50'	R S N	9-4-97

CARRIER PIPE
3.500" O.D.
0.318" W.T.
SCH-80
OPER. PRESS. 300 PSI OR LESS
TEST PRESS. 2160 PSI

JOB NO. 97335

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE September 8, 1997

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
c/o

UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT GILMER TEXAS

Formal notice is hereby given that:

Seagull Field Services Company proposes to place a
(COMPANY NAME)

3.5" O. D. Sch. -80 PVC line within the Right-of-Way
(PIPE SIZE)

of County Road: Caribou Drive as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring, total length of line in Upshur County is 2356 feet.

The location and description of the proposed line and appurtenances is more fully shown by the copies of drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Upshur County Specifications.

Construction of this line will begin on or after the 8th day of September, 1997.

FIRM: Seagull Field Services Company

BY: 
Larry R. Dixon

TITLE: Agent

ADDRESS: 6381 New Copeland Road
Tyler, Texas 75703

PHONE: (903) 534-0175

SPECIAL SPECIFICATIONS
FOR PIPE LINES CROSSING IN BORED HOLES
AND PLACED PARALLEL TO COUNTY ROADS

GENERAL NOTE: The construction of this project shall follow "The Upshur County Road and Bridge Department Standard Specifications" with respect to barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by the traveling public and adjacent property owners.

1. Excavation material shall not be placed on the road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing or other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.
2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to of the adjacent undisturbed material, replacing all of the excavated material except that displaced by the pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be removed from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operations shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/or pipe laying operations.
3. Sod and/or other erosion control measures removed or disturbed by the installation shall be replaced. This shall include keeping separate and replacing existing topsoil, importing sod or seeding or a combination of these methods together with fertilizer and water as necessary to reestablish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fill the bored hole.

5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operations. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be completed to the owner's satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or graveled public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.
6. No trees or shrubbery shall be cut or trimmed without the approval of the Upshur County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be complied with if within the city limits.

DATE: _____

TO: Seagull Field Services Company
6381 New Copeland Road
Tyler, Texas 75703

The Upshur County Commissioners Court offers no objection to the location on the right-of-way of your proposed:

3.5" Sch. 80 PVC line as shown by accompanying drawings and notice date September 8, 1997 except as noted below:

It is expressly understood that the 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 the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of the said line shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under the surfaced roads and under surfaced cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet either end of

any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

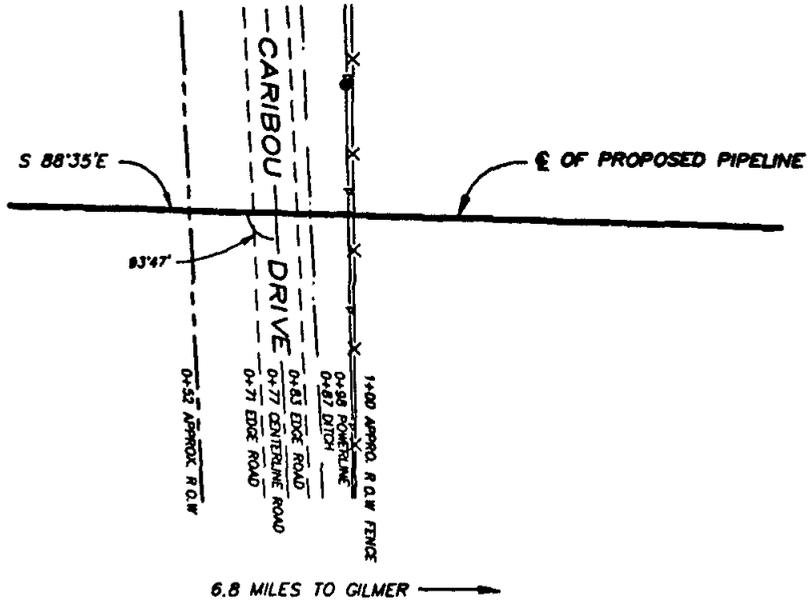
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Upshur County Commissioners Court.
6. Operations along roadbeds shall be performed in such a manner that all excavated material be kept off the pavement 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 or structures. The cost of any repairs to road structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs and 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.

APPROVED *C. L. Hill*
COUNTY JUDGE

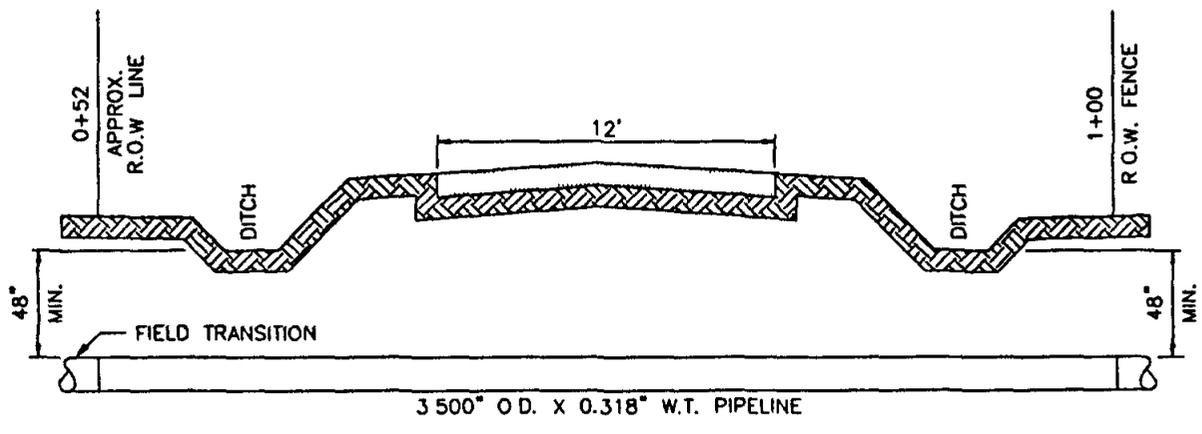
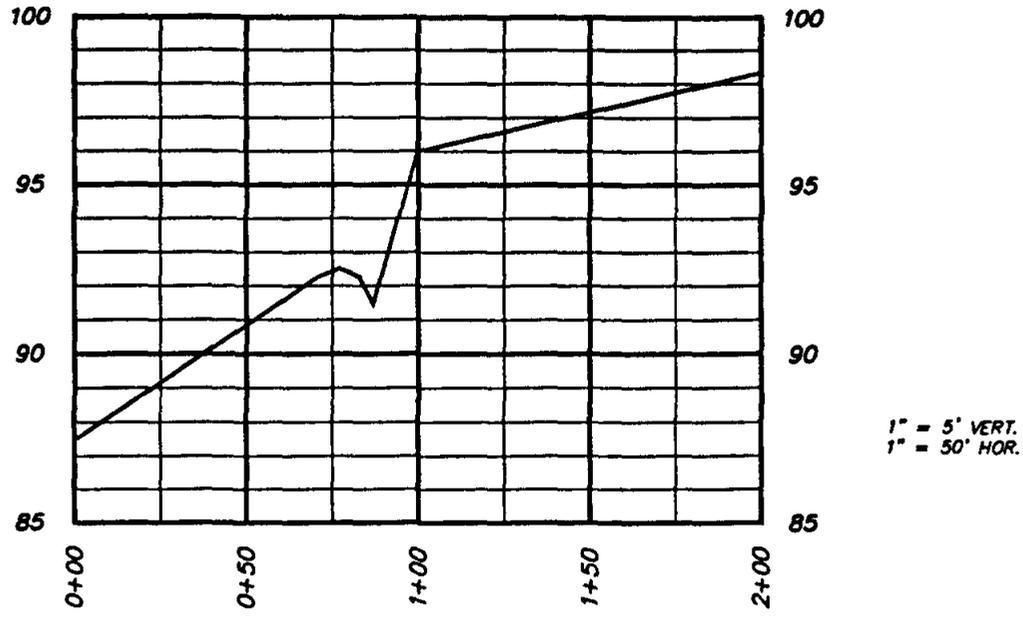
County Commissioner, Pct 4:
Mr. Kenny Thompson

JOSEPH WALKER SURVEY
ABSTRACT 519

VOL. 48 PG. 1004



6.8 MILES TO GILMER →



**ELEVATION VIEW OF
PIPELINE CROSSING HIGHWAY**
NOT TO SCALE

CARRIER PIPE
3.500" O.D.
0.318" W.T.
SCH-80
OPER. PRESS. 300 PSI OR LESS
TEST PRESS. 2160 PSI

JOB NO 97335

SEAGULL FIELD SERVICES CO. BIVINS, TEXAS		
PROPOSED PIPELINE CROSSING CARIBOU DRIVE 361' SOUTH TO STATE HIGHWAY 154 UPSHUR COUNTY, TEXAS		
SCALE.	DRAWN BY.	DATE.
1" = 50'	R S N	9-4-97

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE September 8, 1997

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
c/o

UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT GILMER TEXAS

Formal notice is hereby given that:

Seagull Field Services Company proposes to place a
(COMPANY NAME)

3.5" O. D. Sch.-80 PVC line within the Right-of-Way
(PIPE SIZE)

of County Road: Caribou Drive as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring, total length of line in Upshur County is 2356 feet.

The location and description of the proposed line and appurtenances is more fully shown by the copies of drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Upshur County Specifications.

Construction of this line will begin on or after the 8th day of September, 1997.

FIRM: Seagull Field Services Company

BY: L. R. Dixon
Larry R. Dixon

TITLE: Agent

ADDRESS: 6381 New Copeland Road
Tyler, Texas 75703

PHONE: (903) 534-0175

SPECIAL SPECIFICATIONS
FOR PIPE LINES CROSSING IN BORED HOLES
AND PLACED PARALLEL TO COUNTY ROADS

GENERAL NOTE: The construction of this project shall follow "The Upshur County Road and Bridge Department Standard Specifications" with respect to barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by the traveling public and adjacent property owners.

1. Excavation material shall not be placed on the road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing or other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.
2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to of the adjacent undisturbed material, replacing all of the excavated material except that displaced by the pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be removed from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operations shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/or pipe laying operations.
3. Sod and/or other erosion control measures removed or disturbed by the installation shall be replaced. This shall include keeping separate and replacing existing topsoil, importing sod or seeding or a combination of these methods together with fertilizer and water as necessary to reestablish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fill the bored hole.

5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operations. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be completed to the owner's satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or graveled public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.
6. No trees or shrubbery shall be cut or trimmed without the approval of the Upshur County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be complied with if within the city limits.

APPROVAL

DATE: _____

TO: Seagull Field Services Company
6381 New Copeland Road
Tyler, Texas 75703

The Upshur County Commissioners Court offers no objection to the location on the right-of-way of your proposed:

3.5" Sch. 80 PVC line as shown by accompanying drawings and notice date September 8, 1997 except as noted below:

It is expressly understood that the 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 the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of the said line shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under the surfaced roads and under surfaced cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet either end of

any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Upshur County Commissioners Court.
6. Operations along roadbeds shall be performed in such a manner that all excavated material be kept off the pavement 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 or structures. The cost of any repairs to road structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs and 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.

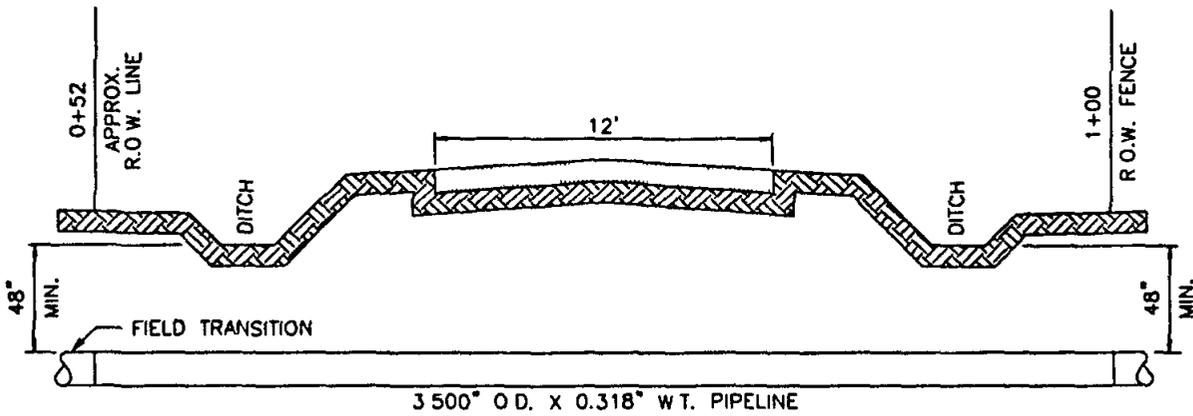
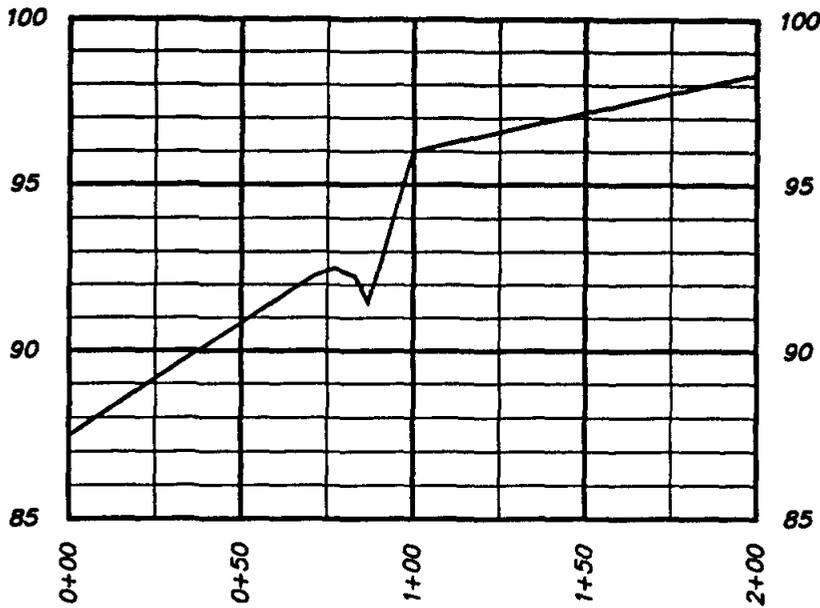
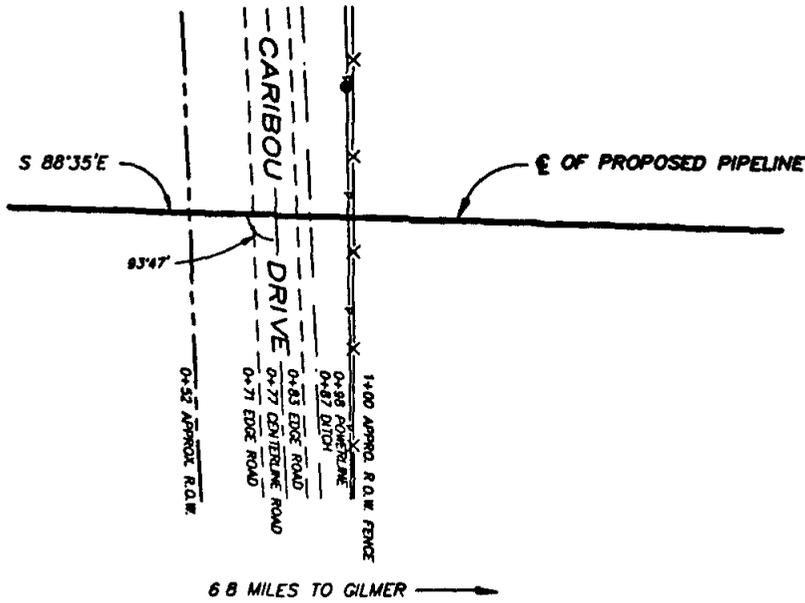
APPROVED _____

COUNTY JUDGE

County Commissioner, Pct 4:
Mr. Kenny Thompson

JOSEPH WALKER SURVEY
ABSTRACT 519

VOL. 48 PG. 1010



**ELEVATION VIEW OF
PIPELINE CROSSING HIGHWAY**

NOT TO SCALE

CARRIER PIPE
3500" O.D.
0.318" W.T.
SCH-80
OPER. PRESS. 300 PSI OR LESS
TEST PRESS. 2160 PSI

JOB NO 97335

SEAGULL FIELD SERVICES CO. BIVINS, TEXAS		
PROPOSED PIPELINE CROSSING CARIBOU DRIVE 361' SOUTH TO STATE HIGHWAY 154 UPSHUR COUNTY, TEXAS		
SCALE:	DRAWN BY.	DATE.
1" = 50'	RSN	9-4-97

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE September 8, 1997

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
c/o

UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT GILMER TEXAS

Formal notice is hereby given that:

Seagull Field Services Company proposes to place a
(COMPANY NAME)

3.5" O. D. Sch.-80 PVC line within the Right-of-Way
(PIPE SIZE)

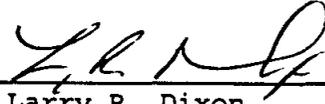
of County Road: C. R. 30205 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring, total length of line in Upshur County is 2356 feet.

The location and description of the proposed line and appurtenances is more fully shown by the copies of drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Upshur County Specifications.

Construction of this line will begin on or after the 8th day of September, 1997.

FIRM: Seagull Field Services Company

BY: 
Larry R. Dixon

TITLE: Agent

ADDRESS: 6381 New Copeland Road
Tyler, Texas 75703

PHONE: (903) 534-0175

SPECIAL SPECIFICATIONS
FOR PIPE LINES CROSSING IN BORED HOLES
AND PLACED PARALLEL TO COUNTY ROADS

GENERAL NOTE: The construction of this project shall follow "The Upshur County Road and Bridge Department Standard Specifications" with respect to barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by the traveling public and adjacent property owners.

1. Excavation material shall not be placed on the road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing or other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.
2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to of the adjacent undisturbed material, replacing all of the excavated material except that displaced by the pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be removed from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operations shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/or pipe laying operations.
3. Sod and/or other erosion control measures removed or disturbed by the installation shall be replaced. This shall include keeping separate and replacing existing topsoil, importing sod or seeding or a combination of these methods together with fertilizer and water as necessary to reestablish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fill the bored hole.

5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operations. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be completed to the owner's satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or graveled public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.
6. No trees or shrubbery shall be cut or trimmed without the approval of the Upshur County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be complied with if within the city limits.

DATE: _____

TO: Seagull Field Services Company
6381 New Copeland Road
Tyler, Texas 75703

The Upshur County Commissioners Court offers no objection to the location on the right-of-way of your proposed:

3.5" Sch. 80 PVC line as shown by accompanying drawings and notice date September 8, 1997 except as noted below:

It is expressly understood that the 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 the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of the said line shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under the surfaced roads and under surfaced cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet either end of

any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Upshur County Commissioners Court.
6. Operations along roadbeds shall be performed in such a manner that all excavated material be kept off the pavement 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 or structures. The cost of any repairs to road structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs and 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.

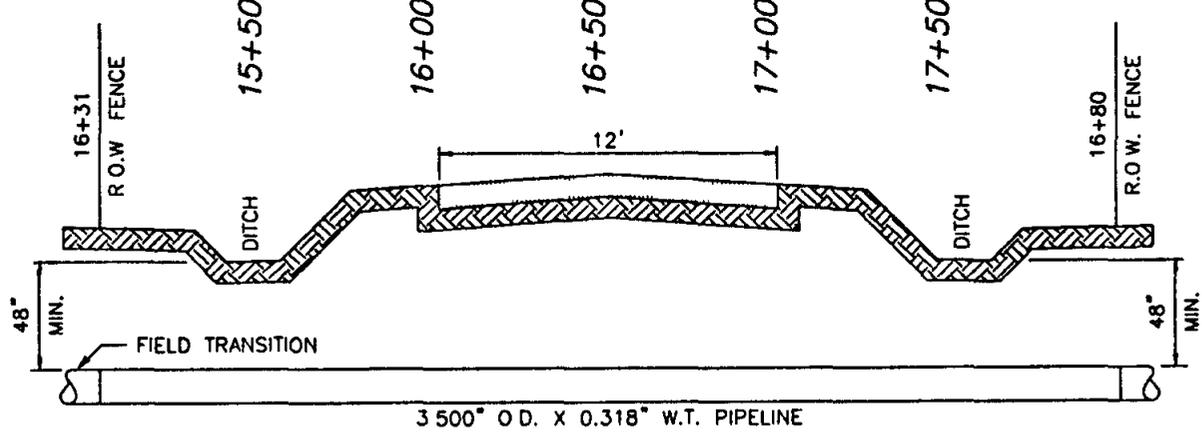
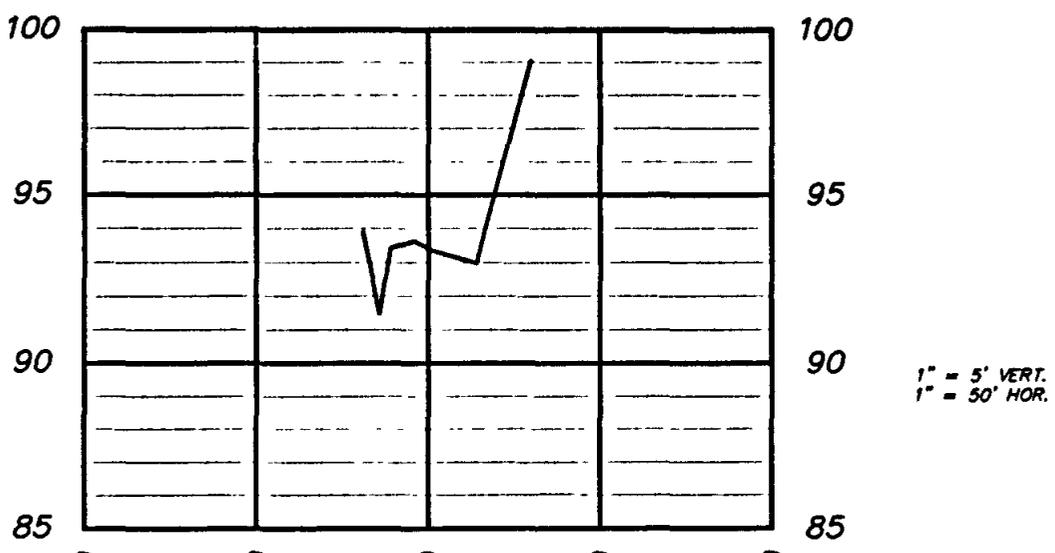
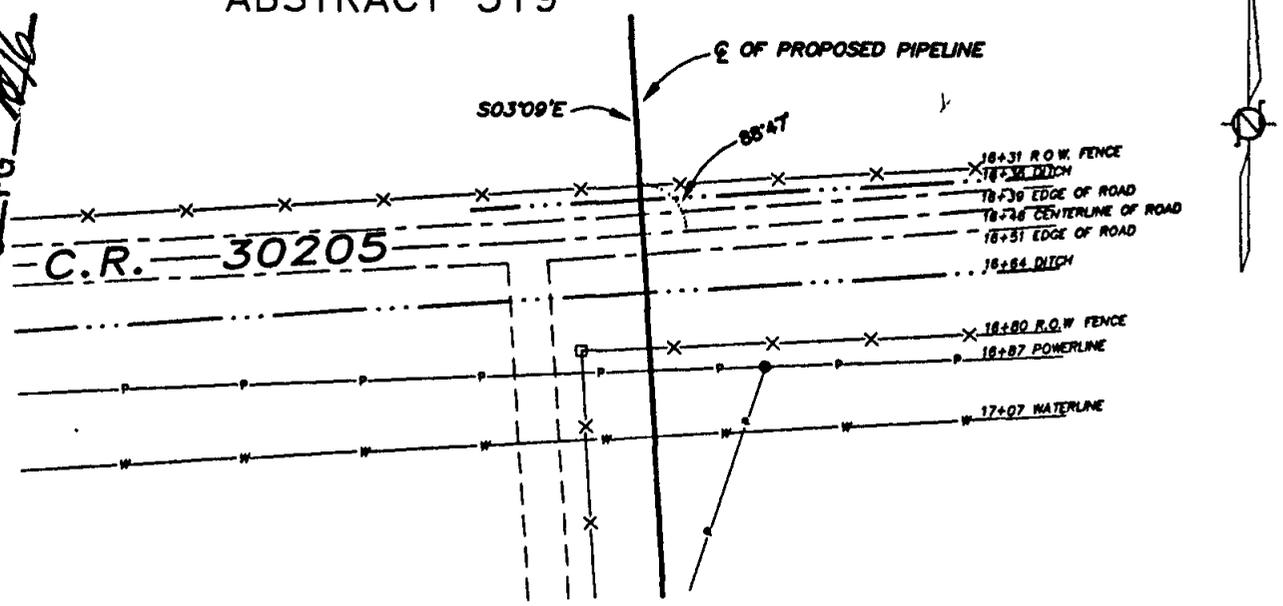
APPROVED


COUNTY JUDGE

County Commissioner, Pct 4:
Mr. Kenny Thompson

JOSEPH WALKER SURVEY ABSTRACT 519

VOL. 28 PG. 12/16



**ELEVATION VIEW OF
PIPELINE CROSSING HIGHWAY**
NOT TO SCALE

CARRIER PIPE
3.500" O.D.
0.318" W.T.
SCH-80
OPER. PRESS. 300 PSI OR LESS
TEST PRESS. 2160 PSI

JOB NO. 97335

SEAGULL FIELD SERVICES, INC. KILGORE, TEXAS		
PROPOSED PIPELINE CROSSING COUNTY ROAD 30205 1.9 MILES EAST TO F.M. ROAD 1795 UPSHUR COUNTY, TEXAS		
SCALE:	DRAWN BY:	DATE
1" = 50'	S L W.	9-4-97

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE September 8, 1997

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
c/o

UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT GILMER TEXAS

Formal notice is hereby given that:

Seagull Field Services Company proposes to place a
(COMPANY NAME)

3.5" O. D. Sch. -80 PVC line within the Right-of-Way
(PIPE SIZE)

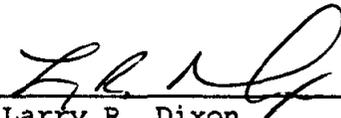
of County Road: C. R. 30205 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring, total length of line in Upshur County is 2356 feet.

The location and description of the proposed line and appurtenances is more fully shown by the copies of drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Upshur County Specifications.

Construction of this line will begin on or after the 8th day of September, 1997.

FIRM: Seagull Field Services Company

BY: 
Larry R. Dixon

TITLE: Agent

ADDRESS: 6381 New Copeland Road
Tyler, Texas 75703

PHONE: (903) 534-0175

SPECIAL SPECIFICATIONS
FOR PIPE LINES CROSSING IN BORED HOLES
AND PLACED PARALLEL TO COUNTY ROADS

GENERAL NOTE: The construction of this project shall follow "The Upshur County Road and Bridge Department Standard Specifications" with respect to barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by the traveling public and adjacent property owners.

1. Excavation material shall not be placed on the road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing or other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.
2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to of the adjacent undisturbed material, replacing all of the excavated material except that displaced by the pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be removed from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operations shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/or pipe laying operations.
3. Sod and/or other erosion control measures removed or disturbed by the installation shall be replaced. This shall include keeping separate and replacing existing topsoil, importing sod or seeding or a combination of these methods together with fertilizer and water as necessary to reestablish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fill the bored hole.

5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operations. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be completed to the owner's satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or graveled public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.
6. No trees or shrubbery shall be cut or trimmed without the approval of the Upshur County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be complied with if within the city limits.

DATE: _____

TO: Seagull Field Services Company
6381 New Copeland Road
Tyler, Texas 75703

The Upshur County Commissioners Court offers no objection to the location on the right-of-way of your proposed:

3.5" Sch. 80 PVC line as shown by accompanying drawings and notice date September 8, 1997 except as noted below:

It is expressly understood that the 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 the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of the said line shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under the surfaced roads and under surfaced cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet either end of

any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Upshur County Commissioners Court.
6. Operations along roadbeds shall be performed in such a manner that all excavated material be kept off the pavement 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 or structures. The cost of any repairs to road structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs and 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.

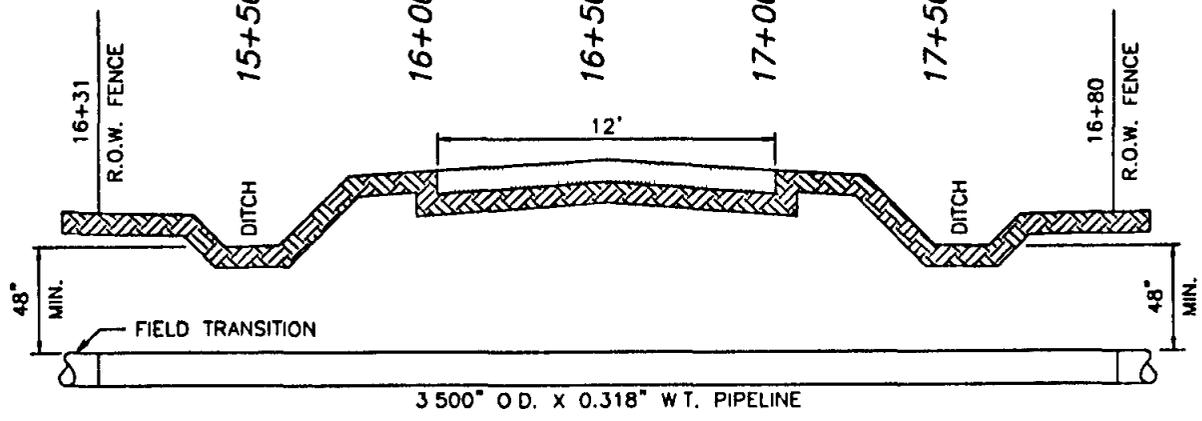
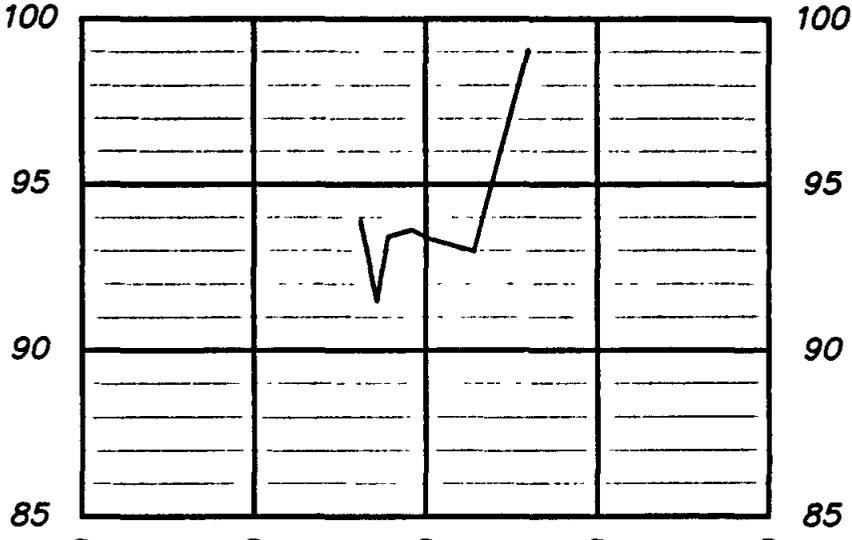
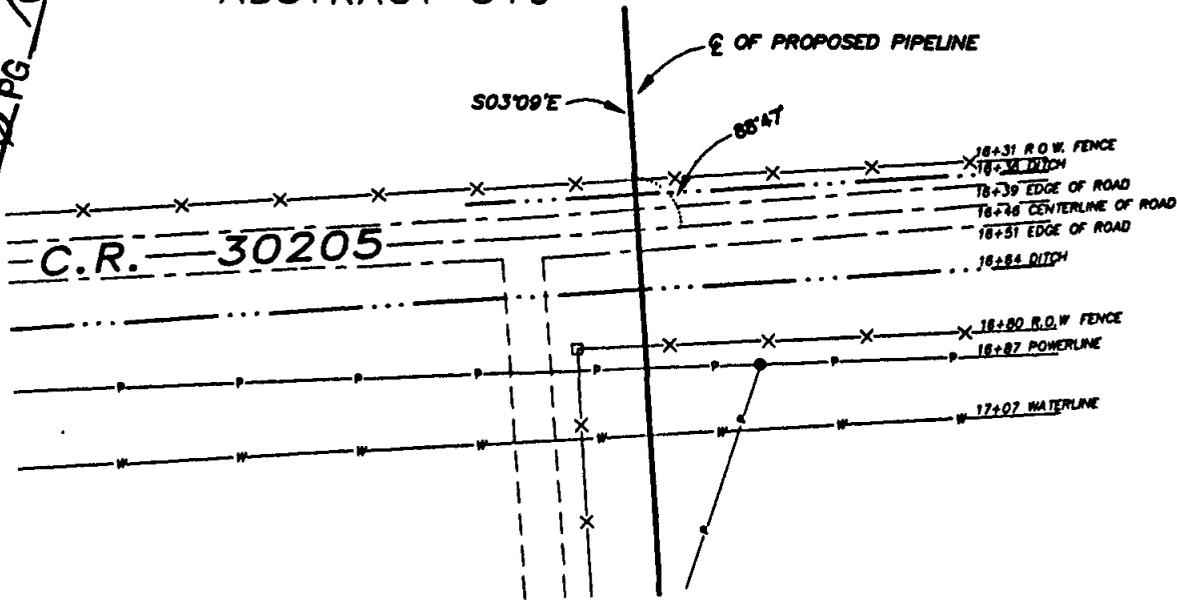
APPROVED


COUNTY JUDGE

County Commissioner, Pct 4:
Mr. Kenny Thompson

JOSEPH WALKER SURVEY
ABSTRACT 519

Vol. 48 PG. 102a



**ELEVATION VIEW OF
PIPELINE CROSSING HIGHWAY**

NOT TO SCALE

CARRIER PIPE
3.500" O.D.
0.318" W.T.
SCH-80
OPER. PRESS. 300 PSI OR LESS
TEST PRESS. 2160 PSI

JOB NO. 97335

SEAGULL FIELD SERVICES, INC.
KILGORE, TEXAS
PROPOSED PIPELINE CROSSING
COUNTY ROAD 30205
1.9 MILES EAST TO F.M. ROAD 1795
UPSHUR COUNTY, TEXAS

SCALE	DRAWN BY	DATE
1" = 50'	SLW	9-4-97

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE September 8, 1997

TO: THE UPSHUR COUNTY COMMISSIONERS COURT

c/o

UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT GILMER TEXAS

Formal notice is hereby given that:

Seagull Field Services Company proposes to place a
(COMPANY NAME)

3.5" O. D. Sch.-80 PVC line within the Right-of-Way
(PIPE SIZE)

of County Road: C. R. 30205 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring, total length of line in Upshur County is 2356 feet.

The location and description of the proposed line and appurtenances is more fully shown by the copies of drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Upshur County Specifications.

Construction of this line will begin on or after the 8th day of September, 1997.

FIRM: Seagull Field Services Company

BY: 
Larry R. Dixon

TITLE: Agent

ADDRESS: 6381 New Copeland Road
Tyler, Texas 75703

PHONE: (903) 534-0175

SPECIAL SPECIFICATIONS
FOR PIPE LINES CROSSING IN BORED HOLES
AND PLACED PARALLEL TO COUNTY ROADS

GENERAL NOTE: The construction of this project shall follow "The Upshur County Road and Bridge Department Standard Specifications" with respect to barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by the traveling public and adjacent property owners.

1. Excavation material shall not be placed on the road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing or other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.
2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to of the adjacent undisturbed material, replacing all of the excavated material except that displaced by the pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be removed from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operations shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/or pipe laying operations.
3. Sod and/or other erosion control measures removed or disturbed by the installation shall be replaced. This shall include keeping separate and replacing existing topsoil, importing sod or seeding or a combination of these methods together with fertilizer and water as necessary to reestablish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fill the bored hole.

5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operations. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be completed to the owner's satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or graveled public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.
6. No trees or shrubbery shall be cut or trimmed without the approval of the Upshur County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be complied with if within the city limits.

APPROVAL

DATE: _____

TO: Seagull Field Services Company
6381 New Copeland Road
Tyler, Texas 75703

The Upshur County Commissioners Court offers no objection to the location on the right-of-way of your proposed:

3.5" Sch. 80 PVC line as shown by accompanying drawings and notice date September 8, 1997 except as noted below:

It is expressly understood that the 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 the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of the said line shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under the surfaced roads and under surfaced cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet either end of

- any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Upshur County Commissioners Court.
 6. Operations along roadbeds shall be performed in such a manner that all excavated material be kept off the pavement 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 or structures. The cost of any repairs to road structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
 7. Barricades, warning signs and 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.

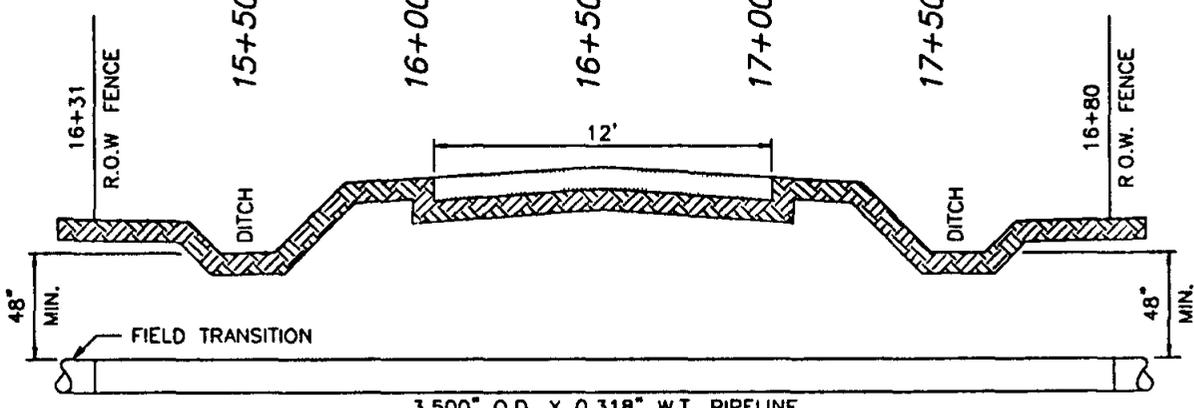
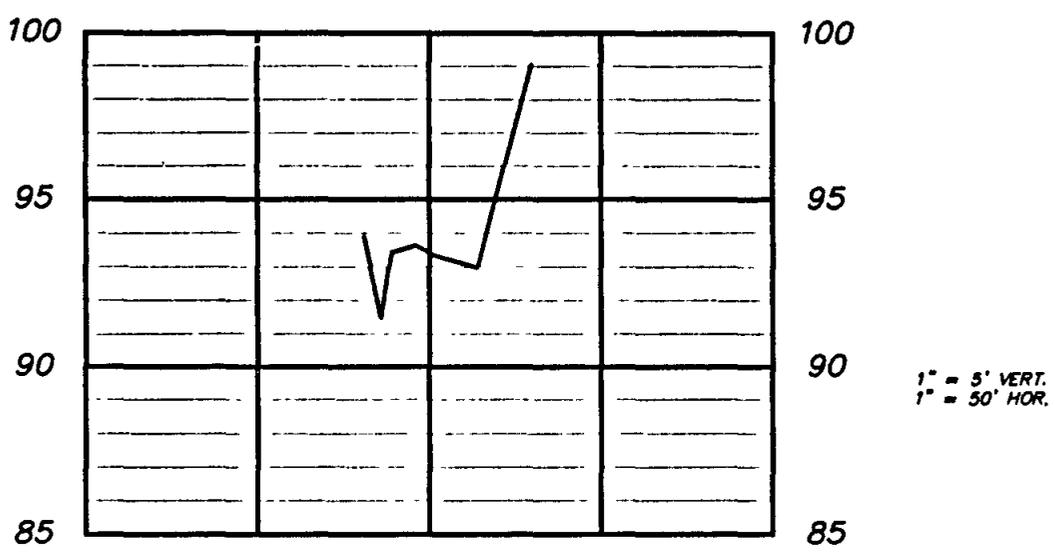
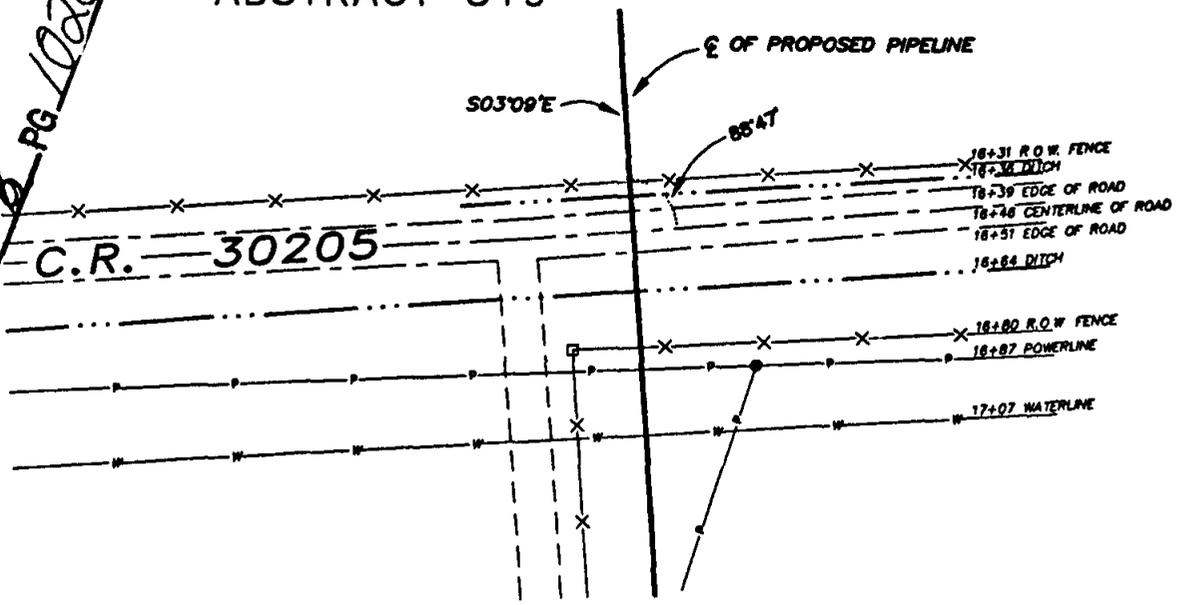
APPROVED

C. G. Hill
COUNTY JUDGE

County Commissioner, Pct 4:
Mr. Kenny Thompson

JOSEPH WALKER SURVEY
ABSTRACT 519

VOL 48 PG 1028



**ELEVATION VIEW OF
PIPELINE CROSSING HIGHWAY**
NOT TO SCALE

CARRIER PIPE
3.500" O D
0.318" WT.
SCH-80
OPER PRESS. 300 PSI OR LESS
TEST PRESS. 2160 PSI

JOB NO. 97335

SEAGULL FIELD SERVICES, INC. KILGORE, TEXAS		
PROPOSED PIPELINE CROSSING COUNTY ROAD 30205 1.9 MILES EAST TO F.M. ROAD 1795 UPSHUR COUNTY, TEXAS		
SCALE.	DRAWN BY	DATE
1" = 50'	S L W	9-4-97

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Texas Land and Timber, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, 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. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Begonia, Hydrangia, Scott total 10.0 miles app.

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

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

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

5.
First Party agrees to POST SURETY BOND 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.

Leon Williams
Texas Land and Timber
First Party Signature
Rt. 2, Box 669
Street or Box
Big Sandy, TX 75755
City, State and Zip Code
903-734-4793
Telephone

Ch
County Judge
Madeline Lunday
Commissioner 1
Tommy Shady
Commissioner 2

Commissioner 3

Commissioner 4

Timber Tract
9/18/97
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days

FILED
REX A. SHAW
COUNTY CLERK
97 SEP 22 PM 12:09
UPSHUR COUNTY, TX
BY [Signature]
REGISTRY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Shawn Gibson Logging, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, 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. 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) 1/4 mile Blue Bell, 1/4 mile Harrison

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

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

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

5.
First Party agrees to POST SURETY BOND 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.

Michael Raulston
Shawn Gibson Logging
First Party Signature

P. O. Box 144
Street or Box

Broken Bow, OK 74724
City, State and Zip Code

405-584-5537
Telephone

Rob Pelala
Timber Tract

9/17/97
Date Signed

Permit issued for a period not to exceed _____ days.

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

97 SEP 22 PM 4:09
FILED
REX
COUNTY CLERK
UPSHUR

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Ward Timber Jimmy Rushing, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, 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. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Hycinth to Gardenia, app. 1/4 mile. Gardenia to 1649, app. 1/4 mile

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

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

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

5.
First Party agrees to POST SURETY BOND 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.

Jimmy Rushing, Ward Timber
First Party Signature

P. O. Box 360
Street or Box

Linden, TX 75563
City, State and Zip Code

756-7700
Telephone

Bradford & Robertson
Timber Tract

9/15/97
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

97 SEP 22 PM 12:08
FILED
REX A. STANLEY
COUNTY CLERK
UPSHUR COUNTY, TX

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Scott Moore Scull Timber Co., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, 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. 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) Snapdragon to Nasturtium 2 1/2 miles

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

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

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

5.
First Party agrees to POST SURETY BOND 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.

Scott A. Moore
Scott Moore, Scull Timber Co.
First Party Signature

P. O. Box 440
Street or Box

Tenaha, TX 75974
City, State and Zip Code

409-248-5200
Telephone

Allen Seahorn
Timber Tract

9/15/97
Date Signed

Permit issued for a period not to exceed _____ days

Ch
County Judge

Gaddis Linder
Commissioner 1

Tommy Stanley
Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

BY _____
97 SEP 22 PM 12:09
UPSHUR COUNTY, TEXAS

FILED
REX A. SHAW
COUNTY CLERK

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY Alice Roberts, Route 2,
Box 710 Big Sandy, TX 75755, Hwy. 1404, 1 mile from Hewitt's
rock house, left.
_____ ROAD.

GENTLEMEN:

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

RESPECTFULLY YOURS,

James A. Roberts

PRECINCT No. 3

DATE September 15, 1997

APPROVED _____ REJECTED _____

Ch

CHARLES L. STILL, COUNTY JUDGE

Madd Lindsey

GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley

TOMMY STANLEY, COMMISSIONER 2

RICK JACKSON, COMMISSIONER 3

CHARLES K. THOMPSON, COMMISSIONER 4

REX FULTON
COUNTY CLERK
97 SEP 22 PM 12:09
UPSHER COUNTY TX.
BY _____
OFFICE

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Steven Davis, ArklaTex Timber, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, 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. 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) Snap Dragon Road to Hwy. 1649 app. 2.0 miles

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

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

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

5.
First Party agrees to POST SURETY BOND 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.

Arkla Tex Timber, Steven Davis
First Party Signature

Hwy. 59 S.
Street or Box

Atlanta, TX 75551
City, State and Zip Code

903-796-0309
Telephone

Ewell
Timber Tract

09/10/97
Date Signed

Permit issued for a period not to exceed _____

Ch
County Judge

Maddey Lutz
Commissioner 1

Jonny Stanley
Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

FILED
REX A. SHAM
COUNTY CLERK
97 SEP 22 4:12:09
UPSHUR COUNTY, TX
BY
GO FERRITY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4
DATE September 9, 1997

Formal notice is hereby given that Lloyd F. Barton
whose principal address is 1209 Gummsprings Road Longview, TX 75602
does propose to place a culvert
within the ROW of County Road Sheep Road phone 758-2414
as follows:

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

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

Proposed construction will begin, if approved, on or after 9th day of September, 1997.

NAME *Lloyd F. Barton*

TITLE _____

ADDRESS *1209 Gum Springs Rd.*
Longview, TX 75602

Charles H. Mill
Archie Lusk
Tommy Stanley

FILED
REX
COUNTY, TX
97 SEP 22 PM 12:09
BY _____
FFPHY

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) off 154, S. on Mimosa app.

1 mile

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

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

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

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

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

Jeff Hudson / Scott Newland
First Party Signature

P. O. Box 884
Street or Box

Ore City, TX 75683
City, State and Zip Code

797-6164
Telephone

Garrett
Timber Tract

09/09/97
Date Signed

Ch
County Judge

Huddes Lutz
Commissioner 1

Long Stande
Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
CLERK
97 SEP 22 12:10
ORE CITY, TX

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Big Sandy to Water Tower West,
app. 1/2 mile

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

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

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

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

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

Combs Enterprises, Inc.
First Party Signature

P. O. Box 525
Street or Box

Henderson, TX 75653
City, State and Zip Code

903-657-9716
Telephone

Sieber
Timber Tract

09/08/97
Date Signed

Charles J. Hill
County Judge

Grades Ludwig
Commissioner 1

Tommy Stanley
Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

FILED
CLERK OF COUNTY CLERK
97 SEP 22 PM 12:09
UPSHUR COUNTY, TX

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS: ~~ST~~

The undersigned Albert May, Texas Land & 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) Off 1404, Loblolly app. 1 mile, Cottonwood, app. 1/2 mile

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

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

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

5.
First Party agrees to POST SURETY BOND 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.

Albert May
Texas Land & Timber
First Party Signature
Route 2, Box 669
Street or Box
Big Sandy, TX 75655
City, State and Zip Code
903-734-4793
Telephone
Albert May
Timber Tract
9/02/97
Date Signed

Ch
County Judge
Gaddis Lindsey
Commissioner 1
Tommy Staley
Commissioner 2
Commissioner 3
Ch
Commissioner 4

Date Signed

Permit issued for a period not to exceed 60 days

FILED
DEX A. SHAW
COUNTY CLERK
97 SEP 22 PM 2:09
UPSHUR COUNTY TEXAS



SOUTHWEST SECURITIES

FILED
REX A. SHAW
COUNTY CLERK

97 SEP 23 AM 10:24

UPSHUR COUNTY, TX.

BY _____
DEPUTY

**UPSHUR COUNTY
CERTIFICATES OF OBLIGATION
For Jail Improvements**

Financing steps:

Retain architect, financial advisor, construction manager, etc.

Determine scope of project and budget.

Financial advisor provides several debt repayment options to consider. Select debt repayment schedule

Financial advisor submits to County a request for financial and economic information needed to prepare offering documents.

Contact local banks to determine their interest in purchasing the certificates.

County returns requested information to financial advisor who begins preparing offering documents.

- * Submit preliminary offering documents to bond rating agency and bond insurance companies for their review.
- * Receive bond rating
- * Send offering documents and bidding instructions to printer and then mail to prospective purchasers.

Commissioners Court adopts a resolution authorizing the County Clerk to publish a notice of intent to issue certificates of obligation in newspaper.

Notice of intent published two times in newspaper.

County either takes bids for interest rates on the Certificates of Obligation or negotiates rates with the local banks.

All legal documents relating to issuing certificates of obligation submitted to Attorney General for review and approval

Deliver funds to depository bank.

- * *Steps that may not be necessary if local banks agree to purchase certificates of obligation.*

