

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, MARCH 23, 1998, 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 action.
3. Consider approval of accounts payable and take action.
4. Consider any payroll changes and take action.
5. Consider advertising for bids or letting of a contract for fencing parcels of land for FM 1845 right of way.
6. Consider if County will pay for a seal for County Surveyor Joe Cox.
7. Accept financial statement.
8. Hear from Constable Billy Rogers concerning the status of his deputy constable.
9. Discuss reduction in homeowners insurance premium inspector.
10. Consider advertising for bids for a used mixer for Pct. 1.
11. Accept for recording the appointment and oath of County Auditor Ben Shepperd.
12. Consider adopting a resolution honoring the Senior Texans Employment Program.
13. Accept for recording Amicus Brief concerning the lawsuit settlement styled: The State of Texas vs. The American Tobacco Co., et al.
14. Approve applications for use of Upshur County roads and right of way.

Charles L. Still

Charles L. Still
County Judge

FILED
REX A. SHAW
COUNTY CLERK
98 MAR 19 PM 3:00
UPSHUR COUNTY, TX
DEPUTY

UPSHUR COUNTY COMMISSIONERS COURT

3-23-1998

COMMISSIONER'S COURT MET IN SPECIAL SESSION. ALL MEMBERS PRESENT.

1. MOTION BY TOMMY STANLEY SECONDED BY RICH JACKSON TO APPROVE MINUTES OF PREVIOUS MEETING DATED 3-9-1998. MOTION CARRIED.

2. MOTION BY TOMMY STANLEY SECONDED BY FENNY THOMPSON TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. COPY ATTACHED.

3. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE PAYMENT OF ACCOUNTS PAYABLE. MOTION CARRIED. COPY ATTACHED.

4. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE PAYING FARMER STEELMAN OUT OF THE ELECTION FUND FOR HOURS SHE WORKED DURING ELECTION. MOTION CARRIED.

MOTION BY FENNY THOMPSON SECONDED BY RICH JACKSON TO APPROVE THE FOLLOWING PAYROLL CHANGES:

LUANA HOWELL-DUE TO INTRODUCTORY PERIOD ENDED
STEPHANIE MULLINS-DUE TO MERIT INCREASE
HANNAH JAMISON-DUE TO MERIT INCREASE
PHYLLIS BEAVERS-DUE TO INTRODUCTORY PERIOD ENDED

MOTION CARRIED. COPIES ATTACHED

5. MOTION BY GADDIS LINDSEY SECONDED BY FENNY THOMPSON TO APPROVE GIVING AUTHORITY TO CHARLES THOMPSON TO NEGOTIATE FOR THE FENCING OF LAND FOR P# 1845 ROWS. MOTION CARRIED

6. MOTION BY GADDIS LINDSEY SECONDED BY RICH JACKSON TO TABLE AGENDA ITEM CONCERNING COUPS OF COUNTY SURVEYOR JOE COX FOR A SEAL. MOTION CARRIED.

7. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE ACCEPTING FINANCIAL STATEMENTS FOR THE FIVE MONTHS ENDED FEBRUARY 28, 1998. MOTION CARRIED. COPY ON FILE IN COUNTY CLERK'S OFFICE.

8. NO ACTION TAKEN ON AGENDA ITEM CONCERNING THE STATUS OF DEPUTY CONSTABLE OF PRECINCT #2, ELLIY ROGERS.

9. MOTION BY TOMMY STANLEY SECONDED BY RICH JACKSON TO TABLE

AGENDA ITEM CONCERNING REDUCTION IN HOMEOWNERS INSURANCE PREMIUM INSPECTOR UNTIL A LEGAL OPINION IS RECEIVED FROM DISTRICT ATTORNEY, TIM CONE. MOTION CARRIED.

10. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO ADVERTISE FOR BIDS FOR A USED MIXER FOR PCT. #1. MOTION CARRIED.

11. MOTION BY RICH JACKSON SECONDED BY GADDIS LINDSEY TO ACCEPT FOR RECORDING THE APPOINTMENT AND OATH OF COUNTY AUDITOR BEN SHEPHERD. MOTION CARRIED. COPIES ATTACHED.

12. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO ADOPT A RESOLUTION HONORING THE SENIOR TEXAS EMPLOYMENT PROGRAM. MOTION CARRIED. COPY ATTACHED.

13. MOTION BY TOMMY STANLEY SECONDED BY RICH JACKSON TO ACCEPT FOR RECORDING THE AMICUS BRIEF CONCERNING THE LAWSUIT SETTLEMENT STYLED: THE STATE OF TEXAS VS. THE AMERICAN TOBACCO COMPANY., ET AL. MOTION CARRIED. COPY ATTACHED.

14. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENT CONTRACTS, PERMIT APPLICATIONS AND APPLICATIONS FOR FILLING ABANDONED WELLS:

FORMAL NOTICE GIVEN BY OTE TO PLACE A BUILT TELEPHONE CABLE IN ROW OF TEAL ROAD AND NORTH POINT PLEASANT ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY J. H. TIE AND TIMBER TO HAUL LOGS ON FUR AND N. POINT.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY COSTA MINERALS, INC. TO HAUL SAND ON WATER LOWER EAST ROAD.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY J. T. SPENDERSON. WELL IS LOCATED ON SWEET WILLIAN.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY MILDRED ALLRIGHT. WELL IS LOCATED ON FLYING SQUIFFELL.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY D & B TIMBER TO HAUL LOGS ON ARROWWOOD ROAD.

PERMIT APPLICATION SUBMITTED BY BETH SANFORD TO PLACE A PULVERT IN ROW OF GROUNDHOG.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY HEBBILLS LUMBER TO HAUL LUMBER ON CARDENIA ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY DEAN LUMBER TO HAUL LOGS ON COTTONWOOD

SPECIAL ROAD USE AGREEMENT SUBMITTED BY DEAN LUMBER TO HAUL

LOGS ON VOSS ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY TEXAS TIMBER GROUP TO HAUL LOGS ON FERIWINDLE ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY FATTERSON AND DAVIS TO HAUL LOGS ON ASTER ROAD TO ELWELL.

PERMIT APPLICATION SUBMITTED BY WAYNE BARTON TO PLACE A CULVERT IN ROW OF HOLLY.

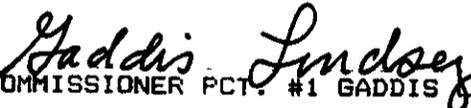
MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL THE ABOVE ATTACHED.

MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO ADJOURN. MOTION CARRIED.

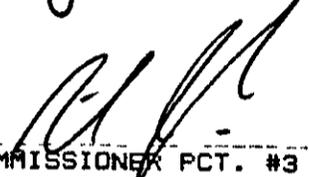
ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

APPROVED THIS 31st DAY OF MARCH, 1998.


JUDGE CHARLES STILL


COMMISSIONER PCT. #1 GADDIS LINDSEY


COMMISSIONER PCT. #2 TOMMY STANLEY


COMMISSIONER PCT. #3 RICK JACKSON


COMMISSIONER PCT. #4 CHARLES K. THOMPSON

ATTEST:

COUNTY CLERK AND EX-OFFICIO CLERK
OF THE COMMISSIONERS' COURT OF
UPSHUR COUNTY, TEXAS

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 23RD
day of March, 1998.

Charles Still
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley
Tommy Stanley, Comm. Pct. 2

Rick Jackson
Rick Jackson, Comm. Pct. 3

Charles K. Thompson
Charles K. Thompson, Comm. Pct. 4

FILED
REX A. SIMS,
COUNTY CLERK
98 MAR 23 PM 3:05
UPSHUR COUNTY, TX.
BY _____
DEPUTY

BUDGET AMENDMENTLINE ITEM TRANSFER:Date: 3-23-98

Honorable Commissioners Court of Upshur County:

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

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	10	551	4470	173.38
To:	10	551	3110	173.38

Reason:

Joel Bullard
Department head Court. # 1

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 3-23-98

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	552	3145	50.00
			4470	70.00
			5425	81.00
To:	10	552	3010	201.00

Reason:

BR for PR
Department Head Const Pet 2

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 3-03-98

Honorable Commissioners Court of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	553	4230	100.00
			4470	100.00
			5900	90.00
			4520	500.00
To:	10	553	3010	20.00
			3110	270.00
			3200	500.00

Reason:

Ralph D. Corly
~~ASAC~~
 Department Head Const Pet 3

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 3-23-98

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	554	4520	750
To:	10	554	3200	750

Reason:

B for CH
Department Head Const Pct 4

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 3-23-98

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	4502	351.00
To:	10	426	5450	351.00

Reason: *for 2 lateral files*

Chs
Department Head *Co. Court*

Attest - County Clerk

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made From 03/23/98 thru 03/30/98

PAGE 1

Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
76313-APCA	03/23/98	360 COMMUNICATIONS	\$93 03	\$20 31 \$72 72	JUV PROB-ACCT#GM00626/MARCH 10 '98 PCT#1-GR#05987/MARCH 10 '98 BILLING
76314-APCA	03/23/98	ACCU CHEM LABORATORIES	\$958 50	\$657 00 \$301 50	CCP-ACCT#U985/INV#177008, 179142, 179566, 192290 154119 CCP-CUST#U985 CONTRACTED SERVICES
76315-APCA	03/23/98	ARAMARK UNIFORM SERVICES, IN	\$917 53	\$71 13 \$46 30 \$21 30 \$62 23 \$73 00 \$73 85 \$46 80 \$21 50 \$46 10 \$53 43 \$58 20 \$46 30 \$48 13 \$46 10 \$70 60 \$54 20 \$46 80 \$27 35 \$46 10 \$53 63 \$120 00	PCT#4-CUST#6058001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE CO BLDGS-CUST#12829001/UNIFORM SERVICE PCT#3-CUST#5943001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE CO BLDGS-CUST#12829001/UNIFORM SERVICE PCT#3CUST#5943001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE CO BLDGS-CUST#12829001/UNIFORM SERVICE PCT#3-CUST#5943001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE CO BLDGS-CUST#12829001/UNIFORM SERVICE PCT#3-CUST#5943001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE
76316-APCA	03/23/98	ARCH COMMUNICATIONS GROUP, IN	\$237 50	\$237 60	JP#2&MAINT-CUST#119119&120247/PAPER 10/1/97
76317-APCA	03/23/98	ARKLA GAS	\$1,929 61	\$724 43 \$413 38 \$302 23 \$134 31 \$158 39 \$11 43 \$163 95 \$11 45	J. CTR-ACCT#0721326289005/MAR 09/98 BILLING CO BLDGS-ACCT#08-213-34-3210-0-6/SERVICE 02/03/98-03/05/98 CO LIB-ACCT#08-213-35-3670-0-9/SERVICE 02/03/98-03/04/98 CO LIB-ACCT#08-213-35-3680-0-6/SERVICE 02/01/98-03/04/98 PORTER BLDG-ACCT#09-213-36-0070-0-7/SERVICE 02/03/98-03/05/98 CO BLDGS-ACCT#08-213-34-0490-0-1/SERVICE 02/03/98-03/04/98 BANK ANNEX-ACCT#09-213-36-0030-1-4/SERVICE 02/03/98-03/05/98 PCT#3-ACCT#09-213-34-2610-0-2/SERVICE 02/05/98-03/05/98
76318-APCA	03/23/98	ATCO MANUFACTURING CO	\$197 10	\$197 10	PCT#1-CUST#129395/IMPACT
76319-APCA	03/23/98	AM'S COUNTRY STORE	\$100 52	\$18 00 \$10 00	PCT#1-GAS PCT#1-GAS

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 Mar 1998

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 03/23/98 thru 03/30/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$3 80	PCT#1-OIL
				\$20 12	PCT#1-GAS
				\$17 90	PCT#1-GAS
				\$18 57	PCT#1-GAS
				\$12 10	PCT#1-GAS
76320-APCA	03/23/98	BARRY CLARK WALLACE, P C	\$810 85	\$350 00	D CT-CAUSE#11,994/ST VS J G ROBERTS
				\$44 26	D CT-CAUSE#11,994/COLLECT CALLS FROM JAIL
				\$416 79	CD CT-CAUSE#74/GUARDIANSHIP OF L STOUT(02/27/98)
76321-APCA	03/23/98	BAXTER SALES CO , INC	\$610 32	\$610 32	CD JAIL-LYSOL TISSUE
76322-APCA	03/23/98	BEAR GRAPHICS, INC.	\$1,039 50	\$1,039 50	CD TREAS-16,500 OPERATING WARRANTS CHKS
76323-APCA	03/23/98	BOGEL SALES INC	\$33 00	\$33 00	CD BLDGS-ACCT#870210/DEODORANT
76324-APCA	03/23/98	BRODART CO.	\$185 43	\$71 40	CD LIB-7 BOOKS
				\$20 24	CD LIB-CUST#011498
				\$16 99	CD LIB-CUST#011498/BOOKS BY KIMMEL, BLEDSOE
				\$40 00	CD LIB-BOOKS BY KRAMER, GUTMAN, ADLER, KEHRET
				\$36 80	CD LIB-4 BOOKS
76325-APCA	03/23/98	CAMP CO SHERIFF'S DEPT	\$5,480 00	\$5,480 00	CD JAIL-(13//)days@ \$40 00 PER DAY INMATES HELD
76326-APCA	03/23/98	CATFISH VILLAGE	\$22 94	\$22 94	DA-SUSAN THOMAS/HOT CHK REST
76327-APCA	03/23/98	CAVENDER'S BOOT CITY	\$55 98	\$55 98	CD S-2 PR PANTS
76328-APCA	03/23/98	CHEVRON U S A INC	\$227 20	\$144 44	SUP&CCP-ACCT#7898789259/MARCH 2'98 BILLING
				\$82 76	CD S-ACCT#789-878-984-2/GASDLINE
76329-APCA	03/23/98	CHILDERS & SONS REPAIR	\$67 09	\$67 09	CCP-SERVICE ORDER#9268453/PARTS&LABOR
76330-APCA	03/23/98	COLUMBIA L. R. M. C.	\$1,975 13	\$1,975 13	IND-GLEN CROSS/HOSPITAL 2/12-16/98
76331-APCA	03/23/98	COMMUNITY REHABILITATION	\$630 00	\$630 00	CCP-FEB'98 CONTRACT SERVICES
76332-APCA	03/23/98	COX EAST TEXAS	\$14 04	\$14 04	SUP-ACCT#J100780&J00230/STAPLER, BINDER
76333-APCA	03/23/98	CROLEY FUNERAL HOME	\$237 50	\$237 50	JP#3-TARA ZANDER, MED EXAM, BAG
76334-APCA	03/23/98	D & W PRINTING COMPANY	\$347 45	\$347 45	JP#2-ARRAINMENT SHEETS(2700)
76335-APCA	03/23/98	DARTEK COMPUTER SUPPLY	\$170 32	\$170 32	COMPUTE4-9MM TAPES
76336-APCA	03/23/98	DEAN FOWLER	\$350 00	\$350 00	D CT-CAUSE#11,748 DOMINGUE M BENNETT
76337-APCA	03/23/98	DWIGHT A BRANNON	\$700 00	\$350 00	D CT-CAUSE#11386/ST VS S WEISS(03/04/98), D CT-CAUSE#10973/ST VS NEWMAN(3/04/98)

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
76338-APCA	03/23/98	EAST TEXAS GASTRO ASSOC	\$431 85	\$27 14 \$257 92 \$46 76	IND-GLEN CROSS/MEDICAL 2/14/98 IND-GLEN CROSS/MEDICAL 2/12&13/98 IND-GEN CROSS/MEDICAL 2/16/98
76339-APCA	03/23/98	EAST TEXAS INSURANCE AGENCY	\$71 00	\$71 00	DPS-NOTARY BOND/FILING FEE (NAORA C SMITH)
76340-APCA	03/23/98	EAST TEXAS MACHINERY, INC	\$355 19	\$355 19	PCT#3-CUTTING EDGE FOR 344E LOADER
76341-APCA	03/23/98	ELECTIONS SYSTEMS & SOFTWARE	\$390 04	\$390 04	ELECTIONS-ACCT#U67387/BALLOTS (6 BOXES)
76342-APCA	03/23/98	ESMOR-CANADIAN, INC.	\$1,487 00	\$1,487 00	1SP-PLACEMENT/J W
76343-APCA	03/23/98	EVERETT'S GRINDING SERVICE	\$64 00	\$64 00	PCT#3-SHARPEN BLADES
76344-APCA	03/23/98	EXPRESS LUBE DBA	\$153 65	\$18 95 \$18 95 \$13 95 \$18 95 \$29 45 \$18 95 \$29 45	CO S-UNIT#24/OIL, FILTER, LABOR CO S-UNIT#7/OIL, FILTER, LABOR CO S-UNIT#5/OIL, FILTER, LABOR CO S-UNIT#27/OIL, FILTER, LABOR CO S-UNIT#4/OIL, FILTER, LABOR, INSPECTION CO S-UNIT#2/OIL, FILTER, LABOR CO S-UNIT#15/OIL, FILTER, LABOR, INSPECTION
76345-APCA	03/23/98	FANNIN FARM EQUIPMENT	\$37 04	\$21 56 \$15 50	PCT#3-ACET TIP, PLINT, RODS, SOAPSTONE STRAP PCT#3-FCB CYL RENT/2 ACET, 125 OXY, 281 OXY
76346-APCA	03/23/98	GALL'S INC.	\$55 28	\$24 95 \$30 33	DID-COLLAR PIN, STATE SEAL DID-NAMESTRIPS&LETTERS
76347-APCA	03/23/98	GENERAL TELEPHONE COMPANY	\$306 98	\$9 22 \$297 96	CO S-#18A-2703/FEB 19'98 BILLING SUP-#LCO-5457/MARCH 3'98 BILLING
76348-APCA	03/23/98	GEORGE P BANE, INC.	\$75 04	\$75 04	PCT#3-SEALS (3), SLEEVE
76349-APCA	03/23/98	GILMER DRUG COMPANY	\$190 98	\$16 77 \$31 31 \$19 40 \$45 46 \$78 04	CO JAIL-E P T CO JAIL-JASON ANDERSON/PRESCRIPTION CO JAIL-PERRY GENE MCCOY/PRESCRIPTIONS CO JAIL-JOHNNY WILLEFORD/PRESCRIPTION CO JAIL-LEO MARSH/PRESCRIPTION
76350-APCA	03/23/98	GILMER OFFICE CENTER	\$143 97	\$53 78 \$10 22 \$7 99 \$71 66	JUV PROB-ACCT#21034/OFFICE SUPPLIES CO CT-FELT TIP PENS SUP-(1)STAPLER I C -RIBBONS FOR OKIDATA 321 PRINTER
76351-APCA	03/23/98	GOUDARZI & MORIN LAW FIRM	\$1,050 00	\$350 00 \$350 00 \$350 00	C CT-CAUSE#11, 950/ST VS HORACE SCOTT, JR D CT-CAUSE#J-298 ST VS A D WILKINS R CT-CAUSE#10, 039/TX VS CASON (02/27/98)
76352-APCA	03/23/98	GOVERNMENT RECORDS SERVICES	\$275 00	\$275 00	D LK-CUST#000532/CAMERA RENTAL
76353-APCA	03/23/98	GRUBBS-LOYD FUNERAL HOME	\$400 00	\$400 00	JP#1-TRANSPORT C M FERGUSON TO & FROM

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UPSHUR COUNTY

ACCOUNTS PAYABLE STATEMENT

30 Mar 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/23/98 thru 03/30/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					DALLAS, POUCH
76354-APCA	03/23/98	H & H BUILDERS SUPPLY	\$4 45	\$4 45	SUP-(3)KEYS
76355-APCA	03/23/98	H&D TIRE & AUTOMOTIVE	\$2,416.21	\$15.74	PCT#3-GLOVES
				\$14.36	CO BLDG-ROACH SPRAY
				\$97.06	PCT#2-TIRE PLUGS, EYE-NEEDLE(TIRE REPAIR), TIRE REPAIR KIT, FREDON
				\$81.71	PCT#1-UNIVERSAL JOINTS(3)
				\$7.40	PCT#2-TOOL
				\$47.21	PCT#3-GASKET, AXLE SHIFT, SWITCH
				\$117.89	PCT#2-HYDRAULIC HOSE, HYDRAULIC FITTINGS (2)
				\$6.00	CO S-LABOR
				\$5.60	CO BLDG-BATTERIES(1-4PK)
				\$6.38	CO BLDG-BATTERIES
				\$17.24	PCT#3-WIPER PARTS, WIPER REFILL
				\$52.00	CO BLDG-BATTERY, RECYCLE FEE, CORE CHG
				\$98.99	CO BLDG-BATTERY, RECYCLE FEE, JUMPER CABLES
				\$14.90	CO BLDG-ANT & ROACH SPRAY
				\$3.56	PCT#3-FILE
				\$5.62	PCT#3-WIPER PART, WIPER PART CREDIT
				\$16.63	PCT#1-DUST MASK, METAL PRIMER, SANDPAPER
				\$5.39	CO BLDG-PLUNGER
				\$67.26	PCT#1-HAMMER, BALLPEAN HAMMER, FLASHLIGHT, D BATTERIES, FLAT-FACE HAMMER, GLOVES
				\$20.05	PCT#1-DISTRIBUTOR CAP, ROTOR
				\$186.29	PCT#3-TIRE, TUBE
				\$10.30	PCT#3-FUEL FILTER, FILTES
				\$51.98	PCT#1-ELECTRICAL TAPE, WIRE, WIRE TERMINALS (46); LIGHT LENS (8)
				\$7.01	CO BLDG-DUCT TAPE
				\$23.97	PCT#2-PVC CAPS, TWINE, AUTOMOTIVE BELTS (2)
				\$11.95	PCT#1-BRAKE FLUID
				\$61.60	PCT#2-BATTERY INSULATORS (4), BULBS, HACKSAW BLADE
				\$89.26	PCT#1-HYDRAULIC FITTINGS & HOSE, HYDRAULIC OIL (5 GAL)
				\$189.16	PCT#2-EXPANSION PLUG, BEARING, MASTER CYLINDER, SEALS (2), BEARING
				\$16.14	CO BLDG-BRASS PLUGS
				\$3.60	CO BLDG-BATTERIES (4-PK)
				\$26.08	CO S-BOOTS
				\$9.41	PCT#1-VOLTAGE REGULATOR
				\$4.00	CO BLDG-QUIKSEAL
				\$2.39	CO BLDG-PAINT THINNER
				\$8.59	PCT#1-MASTER LOCK
				\$26.21	PCT#1-LIGHT, WATER PUMP, CORE CHARGE
				\$26.96	PCT#3-SHOVELS
				\$4.43	CO BLDG-CABLE, CLAMPS & CABLE FITTINGS
				\$39.48	PCT#2-DRAWBAR, WITCH PIN, CLIP
				\$214.5	PCT#1-BATTERY (2), CORE CHARGE, RECYCLE FEE

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 03/23/98 thru 03/30/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					100WT BULBS
				\$95 15	PCT#3-BEARINGS (4)
				\$102 61	PCT#3-TIRE, TUBE
				\$191 90	PCT#3-BATTERIES, RECYCLE FEE, CORE CHARGE
				\$24 27	PCT#1-SHOVELS
				\$8 96	PCT#2-PVC CAPS, QUIK-LINK
				\$17 52	CO BLDG-LIQUID FIRE(PLUMBING)
				\$9 00	CO BLDG-TUBE, LABOR
				\$13 00	CO BLDG-100 FT EXTENSION CORD
				\$134 30	PCT#1-BLOWER MOTOR; BATTERY; RECYCLE FEE; CORE CHARGE
				\$15 25	PCT#4-GLOVES; SWITCH, GRAB HOOKS
				\$10 58	CO BLDG-HACKSAW BLADES; HACKSAW
				\$16 68	PCT#3-SPARK PLUG, BELTS
				\$27 28	PCT#3-HYDRAULIC FITTING (2), HYDRAULIC HOSE
				\$4 98	CO BLDG-WD40
				\$5 31	CO BLDG-FITTING, BUSHING & SUPPLY LINE
				\$61 79	PCT#2-IGNITION WIRES, ELECTRICAL TAPE; DUCT TAPE, PIN, FILTER; AUTOMOTIVE BULBS
				\$27 64	PCT#3-CHAIN & BAR OIL, GASKETS (2); NUTS, SEALER
				\$6 00	CO S-LABOR
				\$58 00cr	CO BLDG-RETURNED BATTERY
				\$7 03cr	PCT#3-RETURNED WIPER PART
				\$13 45cr	PCT#1-DIFFERENCE IN PRICE OF BATTERY
76356-APCA	03/23/98	HERBERT L YOUNG	\$5,669 72	\$200 04	CONST#4-GAS/194 GALS
				\$1,693 75	PC1#4-GAS(710 GALS @ \$0 875); DIESEL(1879 GALS @ \$0 572)
				\$1,531 92	PCT#2-ACCT#PCT20001/GAS (1010 GALS @ \$0 384); DIESEL(1125 @ \$0 568)
				\$74 35	CONST#3-GASOLINE/78 GALS
				\$1,854 93	CO S-1,759 GALS GASOLINE
				\$45 15	DA-39 GALS GASOLINE
				\$10 53	CO BLDG-109 GALS GASOLINE
				\$122 86	CONST#4-GAS /128 GALS
				\$40 18	911-GASOLINE/41 GALS
76357-APCA	03/23/98	HEWITT CORP	\$150 00	\$150 00	PCT#3-CULVERT/18X20
76359-APCA	03/23/98	HOLMES CONCRETE PIPE	\$441 75	\$61 65	PCT#1-TILE 15" X 36"
				\$52 50	PCT#1-TILE 18" X 36"
				\$327 60	PCT#4-18' X 36' TILE, 15' X 36' TILE
76359-APCA	03/23/98	HONEY STOP FOOD MART	\$21 00	\$21 00	DA-GINA MARTIN/HOT CHK REST
76360-APCA	03/23/98	I DEAL COMPUTERS, INC.	\$1,552 95	\$15 75	CO S-(1)MULTI 1/2 CABLE
				\$279 00	CO S-(1)DESKJET PRINTER
				\$47 00	DA-IDE CABLE, LABOR
				\$1,207 00	CO S-(1)100 PENTIUM 200 MMX

Approved Disbursements
 ALL Checking Accounts
 THE SOFTWARE GROUP, INC. Disbursements Made From 03/23/98 thru 03/30/98 PAGE 6

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
76361-APCA	03/23/98	INDUSTRIAL POWER	\$502 03	\$502 03	PCT#1-CUST#0167#24/PLATE, COVER, BEARING
76362-APCA	03/23/98	INGRAM LIBRARY SERVICES	\$102 75	\$102 75	CO LIB-7 BOOKS
76363-APCA	03/23/98	INTERNATIONAL BUSINESS MACHI	\$41 50	\$41 50	COMPUTER-CLEANING TAPES
76364-APCA	03/23/98	IRVIN TIRE COMPANY	\$224 21	\$8 00 \$216 21	CO S-UNIT#12/LABOR JUV PROR-(2)TIRES, LABOR
76365-APCA	03/23/98	JERROD DAVIS	\$350 00	\$350 00	D CT-CAUSE#11,389/ST VS BEASLEY(2/24/98)
76366-APCA	03/23/98	JR'S	\$89 62	\$35 81 \$53 81	DA-JACKIE KNIGHT/HOT CHK REST DA-MITCHELL CLEMENS/HOT CHK REST
76367-APCA	03/23/98	KERNS BAKERY	\$150 00	\$52 50 \$37 50 \$15 00 \$45 00	CO JAIL-70 LOAVES OF BREAD CO JAIL-90 LOAVES OF BREAD CO JAIL-20 LOAVES OF BREAD CO JAIL-60 LOAVES OF BREAD
76368-APCA	03/23/98	KNOWLES LAW BOOK PUBLISHING	\$67 95	\$67 95	DA-ACCT#00938148/ERISMANS REV ERRORS IN TX CRIM CASES
76369-APCA	03/23/98	KRISTI PHILLIPS	\$29 98	\$29 98	SUP-REIMBURSE/95 2ml 315ml 1/98
76370-APCA	03/23/98	KUSTOM SIGNALS, INC	\$53 68	\$53 68	CONST#2-(1)CABLE MOLDED ANTENNA
76371-APCA	03/23/98	LAUREN PARISH	\$400 00	\$400 00	MARCH '98 JUVENILE PROBATION BOARD
76372-APCA	03/23/98	LDS OF LONGVIEW, INC.	\$25 57	\$25 57	TELE COMM-ACCT#075325768/MARCH 1'98 BILLING
76373-APCA	03/23/98	LEGAL DIRECTORIES PUBLISHING	\$58 00	\$58 00	DA-1998 TEXAS LEGAL DIRECTORY
76374-APCA	03/23/98	LESLIE'S SMALL ENGINES	\$862 24	\$20 00 \$19 74 \$22 00 \$19 00 \$78 50 \$225 00 \$325 00 \$23 00 \$30 00	PCT#1-PARTS, LABOR PCT#3-OIL, FILES PCT#3-THROTTLE SPRING, LABOR PCT#3-PULL ROPE, LABOR PCT#3-PARTS, LABOR PCT#1-CHAIN PCT#3-CHAIN PCT#3-MOUNTS, LABOR PCT#3-SPROCKET, SPUR, CHAIN
76375-APCA	03/23/98	LINDA CARROLL, CSR/RPR	\$80 00	\$80 00	D CT-COURT REPORTING 03/08/98
76376-APCA	03/23/98	LLOYD'S BODY SHOP	\$194 50	\$194 50	JUV PROR-REPLACE DDCP LATCHES ON '85 DODGE VAN
76377-APCA	03/23/98	LOCK DDC INC	\$16 39	\$16 39	CO BLDGS-4EYS
76378-APCA	03/23/98	LONGVIEW ALTERNATOR	\$229 99	\$229 99	PCT#1-STR EXCH
76379-APCA	03/23/98	LONGVIEW ASPHALT INC	\$3,791 37	\$166 52	PCT#2-CUST#221772/01L DIRT(6 53 TONS 2

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 Mar 1998

THE SOFTWARE GROUP, INC

Disbursements Made from 03/23/98 thru 03/30/98

PAGE 7

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$25 50)	
			\$2,982 31		PCT#2-CUST#221772/SAND(10 37 TON @ \$7 00), OIL DIRT(114 34 TON @ \$25 50)
			\$626 54		PCT#2-CUST#221772/OIL DIRT(24 57 TON @ \$25 50)
76380-APCA	03/23/98	LONGVIEW GEAR & AXLE	\$161 65	\$161 65	PCT#3-U JOINT (UNIT 334), YOKE, SWING BEARING, STRAP KIT, NUT & BOLT KIT, SHIPPING
76381-APCA	03/23/98	MADE-RITE VENDING	\$25 00	\$25 00	PCT#3-CUST#2165/MACHINE RENTAL
76382-APCA	03/23/98	MAYHAN FABRICATORS, INC.	\$34 00	\$34 00	PCT#1-ROUND BAR STEEL (1 1/4" X 20')
76383-APCA	03/23/98	MICHAEL BURROUS	\$153 09	\$153 09	SUP-REIMBURSE/48Am1@ 315pa 2/98
76384-APCA	03/23/98	MICHAEL MARTIN, ATTY	\$350 00	\$350 00	D CT-CAUSE#11,885/ST VS RICHARDSON(2/23/98)
76385-APCA	03/23/98	MTL INDUSTRIES, INC	\$53 05	\$53 05	PCT#1-TOOLS
76386-APCA	03/23/98	MUSIC MOUNTAIN WATER CO.	\$20 90	\$20 90	CO TAX-ACCT#18700100/FEB 28 '98 BILLING
76387-APCA	03/23/98	NENA-TEXAS CHAPTER	\$75 00	\$75 00	911-REGISTRATION/DONA FLIPPO, '98 SPRING CONFERENCE
76388-APCA	03/23/98	NORTHERN JANITORIAL, INC	\$183 55	\$183 55	CO JAIL-HAND CLEANER
76389-APCA	03/23/98	OFFICE DEPOT, INC	\$268 97	\$199 99 \$68 98	CO S-ACCT#24668534/PTR, IJ, HP, DJ&72C, CLR CO BLDG-FOLDING TABLES (2)
76390-APCA	03/23/98	OGLESBY GULF	\$138 00	\$138 00	PCT#1-TIRES, LABOR
76391-APCA	03/23/98	OLYMOIC WASTE - KILGORE	\$1,191 32	\$1,191 32	WASTE-ACCT#070-20542/FEB 28/98 BILLING
76392-APCA	03/23/98	DM2 MULTIMEDIA INC	\$100 00	\$100 00	CO S-(1)CD-ROM S L I M (SHOOTING LIAR INCIDENT)
76393-APCA	03/23/98	PATTERSON PLUMBING	\$2 82	\$0 72 \$2 10	CO BLDGS-WASHERS J CTR-GASKETS,WASHERS
76394-APCA	03/23/98	PATTON LAW FIRM	\$775 00	\$550 00 \$350 00 \$75 00	D CT-CAUSE#J-3-98/ST VS MARSHALL(03/05/98) D CT-CAUSE#12009/ST VS STEVENSON(02/24/98) CO CT-DETENTION HEARING 3/12/98 S J
76395-APCA	03/23/98	PITNEY BOWES	\$763 76	\$176 00 \$587 76	NON DEPT-(1)HP LABOR/J CTR MACHINE S#3260 NON DEPT-ACCT#1288928/PARAGON EQUIP(POSTAGE METER)
76396-APCA	03/23/98	PROBUS	\$1,893 19	\$1,893 19	CO TAX-ACCT#2TAC01/TAX RECEIPTS
76397-APCA	03/23/98	PROFESSIONAL FOOD SYSTEMS	\$1,194 60	\$475 08 \$679 72	CO JAIL-CUST#17120/ASSORTED FOODS CO JAIL-CUST#17130/ASSORTED FOODS

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UPSHUR COUNTY		ACCOUNTS PAYABLE SYSTEM			30 Mar 1998
Approved Disbursements					
ALL Checking Accounts					
THE SOFTWARE GROUP, INC.		Disbursements Made from 03/23/98 thru 03/30/98			PAGE 3
Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
76398-APCA	03/23/98	PROFESSIONAL TECHNICAL ASSIS	\$99 00	\$28 00 \$71 00	CONST#2-REPLACE TRANSMIT BUTTON, LABOR DPS-(1)ANTENNA,KNDR,LABOR
76399-APCA	03/23/98	GUILL CORPORATION	\$171 32	\$133 68 \$37 64	I C -PAPERMATE GEL-WRITER PENS, PENTEL HYBRID GEL INK PEN, LETTER SIZE FILE FOLDERS, DRY ERASE EXPD MARKERS CO TREAS-PERFORATED PAPER (8 1/2 X 3 1/2), FREIGHT
76400-APCA	03/23/98	RADER FUNERAL HOME	\$140 00	\$140 00	JP#3-TARA ZANDER/TRANSPORTATION TO KILGORE
76401-APCA	03/23/98	RED MAN	\$297 85	\$297 85	PCT#4-BALLS, NIPPLES, COUPLING
76402-APCA	03/23/98	RUSSELL TACKETT	\$3,055 00	\$3,055 00	PCT# -LABOR ON TRUCK/01/16/98-02/25/98
76403-APCA	03/23/98	SALEM PRESS, INC	\$358 50	\$51 50 \$307 00	CO LIB-CUS1#LTX352/SHAKESPEARE CO LIB-ACCT#LTX352/LITERARY CHARACTERS REV /FREIGHT
76404-APCA	03/23/98	SANDY LIVENGODD	\$400 00	\$150 00 \$150 00 \$150 00 \$150 00	D CT-CAUSE#358-94/MISTIE MOORE(3/04/98) D CT-CAUSE#50-94/M N JAMISON(3/04/98) D CT-CAUSE#511-93/A ELIOFF(3/04/98) D CT-CAUSE#299-93/J BLEER(3/04/98)
76405-APCA	03/23/98	SCOTT-MERRIMAN, INC	\$317 83	\$155 94 \$161 89	JP#1-JUSTICE CRIMINAL DOCKET, SHIPPING JP#2-CUST#UP01/TRIAL DOCKETS
76406-APCA	03/23/98	SONIC DRIVE IN	\$37 00	\$37 00	DA-GINA MARTIN/HOT CHK REST
76407-APCA	03/23/98	SOUTHWESTERN BELL TELEPHONE	\$3 30	\$3 30	D JUDGE-ACCT#214-106-2236-218-3/MAR 01/98 BILLING
76408-APCA	03/23/98	SOUTHWESTERN ELECTRIC POWER	\$3,901 02	\$2,021 36 \$25 50 \$1,010 99	J STR-ACCT#716860/MARCH 15 '98 BILLING JUV PROB-ACCT#5025706895/MARCH 2 '98 BILLING CO BLDGS-ACCT#5674 7/SERVICES 02/05/98-03/05/98 CO BLDGS ST LIGHTS-ACCT#1673 3/SERVICE 02/04/98-03/05/98
				\$546 67 \$37 74 \$151 54	911-ACCT#254106958/MARCH 10 '98 BILLING PORTER BLDG-ACCT#556852/MARCH 10 '98 BILLING CO TAX-ACCT#254136955/MARCH 16 '98 BILLING
76409-APCA	03/23/98	STANDARD SUPPLY & DIST CO	\$189 36	\$36 72 \$152 64	CO BLDGS-CUST#241070/FILTERS CO BLDGS-CUST#241070/FILTERS
76410-APCA	03/23/98	STINNETT GLASS & MIRROR CO	\$136 63	\$136 63	CO BLDGS-OVERHEAD CONCEALED CLOSER
76411-APCA	03/23/98	SYSCO FOOD SYSTEMS, INC	\$1,003 42	\$532 49 \$469 93	CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS
76412-APCA	03/23/98	TAC PROPERTY CASUALTY	\$2,231 00	\$2,231 00	JAIL CONST-#2300,BUILDERS RISK INCREASE IN

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Approved Disbursements
 ALL Checking Accounts
 THE SOFTWARE GROUP, INC Disbursements Made from 02/23/98 thru 03/30/98 PAGE 3

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$142.00	COVERAGE NON DEPT-1986 FORD F-800 #2264 ADDED
76413-APCA	03/23/98	TEFTELLER & PELAIJA	\$350.00	\$350.00	D CT-CAUSE#J-6-98/E RIOS, JR(03/04/98)
76414-APCA	03/23/98	TELETOUCH CORPORATION	\$189.70	\$189.70	CD S-ACCT#3062303/PAGER SERV & MAINT
76415-APCA	03/23/98	TEXACO REFINING &	\$133.26	\$133.26	CD S-ACCT#61-030-2845-9/GASOLINE
76417-APCA	03/23/98	TEXAS ASSOC OF COUNTIES	\$11,902.00	\$11,902.00	NON DEPT-#2300 2nd QTR FUNDING
76418-APCA	03/23/98	THE DALLAS MORNING NEWS	\$288.00	\$288.00	CD LIB-ACCT#0920164/2YR SUBSCRIPTION
76419-APCA	03/23/98	THE GILMER MIRROR	\$108.85	\$61.75 \$47.10	CD S-(1500)LOCATOR CARDS PRINTED CD S ASTRAY NOTICE TO PUBLIC
76420-APCA	03/23/98	THE RELIABLE CORPORATION	\$75.51	\$75.51	I.C.-STAPLES, ACE UNDUATED STAPLES, SELF-STICK NOTES (3 X 3), OKIDATA PRINTER RIBBONS, HANDLING
76421-APCA	03/23/98	THE SOFTWARE GROUP, INC	\$150.00	\$150.00	CD 1REAS-OFF ID#72, SYST #2341/CCNVT 8MM'97 W2 TAPE TO 1/2"REEL
76422-APCA	03/23/98	TYLER UNIFORM CO, INC	\$57.00	\$57.00	CD S-12 TIES
76423-APCA	03/23/98	UNDERWOOD REPORTING	\$325.00	\$325.00	D CT-COURT REPORTING 3/02/98-3/03/98
76424-APCA	03/23/98	UNIVERSAL TIME EQUIPMENT COM	\$445.00	\$445.00	J CTR-ACCT#UCS00001/POWER SUPPLY, LABOR
76425-APCA	03/23/98	UPSHUR COUNTY	\$187.05	\$187.05	SUP-REIMBURSE/VALU-LINE 3/1/98 BILLING
76426-APCA	03/23/98	UPSHUR COUNTY CLERK	\$45.00	\$45.00	R.O.W-FM#1245/DEEDS
76427-APCA	03/23/98	UPSHUR-RURAL ELECTRIC COOP,	\$52.54	\$52.54	PCT#4-ACCT#121782522/MARCH 17'98 BILLING
76428-APCA	03/23/98	VALERIA ANN BORENS	\$468.00	\$468.00	PCT#1-(117)loads SAND&CLAY@64 00per load
76429-APCA	03/23/98	VERMEER EQUIPMENT	\$377.95	\$161.80 \$179.93 \$83.08 \$44.84	PCT#3-BULLEY FOR CHIPPER, FREIGHT PCT#3-BEARING FOR CHIPPER, FREIGHT PCT#3-CUST#03779/SHEAVE, FREIGHT PCT#3-CUST#03779/RETURN OF SHEAVE-RE STOCKING CHG
76430-APCA	03/23/98	VICKERS L. CUNNINGHAM, SR.	\$127.12	\$127.12	CD CT-EXPENSES 01/05/98-01/07/98
76431-APCA	03/23/98	VISA	\$1,517.21	\$150.07 \$1,367.14	JUV&ISP-ACCT#0775, 1906, 0783, 0767/MARCH 4'98 BILLING CD S-ACCT#1505/MARCH 4'98 BILLING
76432-APCA	03/23/98	W W GRAINGER INC.	\$284.80	\$152.88 \$131.92	J CTR-ACCT#436 82-209-917-//BALLASTS, LAMP PCT#3-6' BENCH GRINDER

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 Mar 1998

THE SOFTWARE GROUP, INC.

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 03/23/98 thru 03/30/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
76433-APCA	03/23/98	WAL-MART #146	\$122 51	\$39 32 \$58 25 \$24 94	DA-VIRGINIA KEDWN/HOT CHK REST DA-RONDA BRYANT/HOT CHK REST DA-GLORIA KNIGHT/HOT CHK REST
76434-APCA	03/23/98	WALMART STORE #146	\$141 84	\$79 14 \$62 70	PCT#1-ACCT#188/GLOVES,ANS S/S, BRUSH,PINE SOL, FLUSH ELECTIONS-LOCKS FOR BALLOT BOXES
76435-APCA	03/23/98	WANDA COSTON	\$130 90	\$130 90	JP#1-REIMBURSE/133mi@ 313ea. MEMBERSHIP DUES, STAMPS
76436-APCA	03/23/98	WEST PUBLISHING	\$336 00	\$40 50 \$40 50 \$91 50 \$76 25 \$46 75 \$40 50	LAW LIB-ACCT#858-338296/FED REP VOL 127 LAW LIB-ACCT#858-338-296/FED REP VOL 128 LAW LIB-ACCT#858-338-296/TX DG 2D V425A LAW LIB-ACCT#858-338-296/AM LAW REPTS FED VOL 143 LAW LIB-ACCT#858-338-296/TX PR V7-B 888P LAW LIB-ACCT#858-338-296/FED REP VOL 129
76437-APCA	03/23/98	WEST SIDE FURNITURE	\$35 28	\$35 28	PCT#2-CHAINS FOR SAWS, BDLTS
76438-APCA	03/23/98	WHITE SWAN, NORTH	\$1,006 72	\$353 32 \$344 16 \$309 24	CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/ASSORTED FOODS
76439-APCA	03/23/98	WHOLESALE SUPPLY COMPANY	\$102 66	\$102 66	I C-HP DESKJET CARTRIDGE, SHIPPING
76440-APCA	03/23/98	WIL MAX, INC	\$25 00	\$25 00	DA-DOROTHY BROWN/HOT CHK REST
76441-APCA	03/23/98	YAZELL CHEVROLET-OLDS, INC	\$72 60	\$10 50 \$10 50 \$10 50 \$10 50 \$30 60	PCT#4-TRUCK#414/INSPECTION PCT#3-VEH #2058/INSPECTION PCT#4-INSPECTION STICKER PCT#3-TRUCK#336/INSPECTION PCT#4-VALVE COVER FOR 350 CHEV
76442-APCA	03/23/98	ZYTRON IMAGING SERVICES	\$565 50	\$565 50	D CLK-REC HANG/REPAIR INFOGRAPHIX 300 MICROFILMER
76443-APCA	HC 03/23/98	FIRST NATIONAL BANK GILMER	\$300,000 00	\$300,000 00	CD#28387 PURCHASED@ 65X(154days) TO MATURE 8/24/98
76444-APCA	HC 03/23/98	TEXAS ASSOC OF CO AUDITORS	\$45 00	\$45 00	CO AUD-'97-98 DUES/BEN SHEPPERD, AUD & KAREN EAST, ASSIST
76445-APCA	HC 03/24/98	UNITED STATES POSTAL SERVICE	\$3,000 00	\$3,000 00	NOV DEPT-METER#20475091/POSTAGE
76446-APCA	HC 03/24/98	STATE COMPTROLLER	\$206 51	\$206 51	TR PAYMENT FEE/MONTH ENDING 2/25/98
76447-APCA	HC 03/25/98	FIRST NATIONAL BANK GILMER	\$150,000 00	\$150,000 00	CD#28391 PURCHASED@ 65X(254days) TO MATURE 3/26/98

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UPSHUR COUNTY

ACCOUNTS PAYABLE STATEMENT

31 Mar 1998

THE SOFTWARE GROUP, INC.

Disbursements Made from 03/23/98 thru 03/30/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
76759-APCA	HC 03/27/98	GARY R TRAYLOR & ASSOCIATES	\$2,000 00	\$2,000 00	DIANA WATER#717801-#3/ADM FEE JAN '98
Total for APCA - Accounts Payable Clearing Account			\$535,374 05		

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Charles C. Still
COUNTY JUDGE, CHARLES C. STILL

Bridget Lindsey
COMMISSIONER PCT01, BRIDGET LINDSEY

Jimmy Stanley
COMMISSIONER PCT02, JIMMY STANLEY

Rick Jackson
COMMISSIONER PCT03, RICK JACKSON

Charles K. Thompson
COMMISSIONER PCT04, CHARLES K. THOMPSON

FILED
REX A SHAW
COUNTY CLERK
98 MAR 31 AM 10:49
UPSHUR COUNTY, DE.
REPORT

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3/1/98 Dept 499
 Employee Luana Howell
 Social Security No 464-43-7937 Emp ID# 856

X	CHANGES(S)	FROM	TO
<input checked="" type="checkbox"/>	Grade Step	8,11	8/16
	Rate	\$1306.00/mo	\$1425.00/mo
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments End of probation - Set at amount budgeted for this position.

Authorized by: Michael J. Smith
 Approved by: _____ Date: 3-23-98

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FILED
 REX A. SHAW
 COUNTY CLERK
 98 MAR 25 AM 8:31
 UPSHUR COUNTY, TX.

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3/1/98 Dept 499
 Employee Stephanie Mullins
 Social Security No. 458-23-7656 Emp ID# 840

X	CHANGES(S)	FROM	TO
<input checked="" type="checkbox"/>	Grade Step	8,13	8,16
<input checked="" type="checkbox"/>	Rate	\$1350.00/MO	\$1425.00/MO
<input type="checkbox"/>	Department		
<input type="checkbox"/>	Position		

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

REFILED
 DOUBT
 SHAW
 CLERK
 98 MAR 25 AM 8:31
 UP SHUR COUNTY
 CLERK

Comments: Training Complete - bring to full pay budgeted for this position.

Authorized by: Michael L. Smith
 Approved by: _____ Date 3-23-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3/1/98 Dept 499
 Employee Hannah Jamison
 Social Security No 458-79-1310 Emp ID# 514743

X	CHANGES(S)	FROM	TO
<input checked="" type="checkbox"/>	Grade Step	8,14	8/16
	Rate	#1375.00/MO	#1425/MO
	Department		
	Position		

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

Comments Training Complete - bring to full pay budgeted for this position

Authorized by: Michael [Signature]
 Approved by: _____ Date: 3-23-98

RECD
 FILED
 MAR 25 AM 8:31
 COUNTY CLERK
 FILED
 A. SHAW

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3/1/98 Dept. 499
 Employee Phyllis Beavers
 Social Security No. 460-13-0012 Emp ID# 855

X	CHANGES(S)	FROM	TO
<input checked="" type="checkbox"/>	Grade Step	8,13	8/16
	Rate	#1350.00/mo	#1425.00/mo
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED
 REX A. SHAW
 COUNTY CLERK
 MAR 25 AM 8:31
 UPSHUR COUNTY

Comments End of probation - set at amount budgeted for this position

Authorized by [Signature]
 Approved by _____ Date 3-23-98

APPOINTMENT OF UPSHUR COUNTY AUDITOR

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

WHEREAS, the office of County Auditor for Upshur County, Texas has heretofore been established in conformity with law, it is the duty of the District Judge having jurisdiction in Upshur County, Texas to appoint a County Auditor; and

WHEREAS, the compensation of the County Auditor for Upshur County, Texas, has heretofore been set by law

NOW, therefore, I, Lauren Parish, Judge of the 115th Judicial District Court, the Court having jurisdiction in Upshur County, Texas do hereby appoint Ben Shepperd, a qualified person, as County Auditor of Upshur County, Texas, and he shall, before entering upon the duties of said office take and subscribe the oaths prescribed by law, as set forth in Section 84 007 of the Local Government Code, and enter into a bond as therein provided, payable and conditioned as prescribed by law, and upon qualifying, shall hold said office and discharge the duties thereof for a fifteen (15) day period which begins March 16, 1998, and ends December 31, 1998.

The salary for the Upshur County Auditor shall be paid in equal monthly installments at the end of each calendar month, as provided by law, and the said Ben Shepperd shall perform the duties prescribed for the office of the County Auditor and be subject to the provisions of law respecting his duties and tenure of office.

This Order shall be entered in the minutes of the 115th District Court of Upshur County, Texas, and be certified by the Clerk of said Court to the Commissioners' Court of Upshur County, Texas, which shall cause the same to be entered in the minutes with the appropriate order directing payment of the salary.

WITNESS MY HAND at Gilmer, Texas, this the 9 day of March, 1998.

Lauren Parish

LAUREN PARISH, Judge
115th Judicial District Court
Upshur County, Texas

FILED
FRANKIE HARTBERLIN
DIST. CLERK
98 MAR 10 PM 3:58
UPSHUR COUNTY, TEXAS
BY *M. Wood*
DEPUTY

FILED
REX A. SHAW
COUNTY CLERK
98 MAR 23 AM 9:49
UPSHUR COUNTY, TX.
BY _____
DEPUTY

RECORDED
44 236-237
UPSHUR COUNTY, TEXAS

OATH OF APPOINTED OFFICER

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

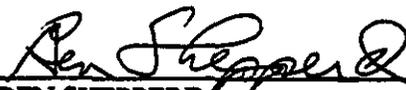
I, Ben Shepperd, do solemnly swear (or affirm) that the following is a full and complete list of the positions of public or private trust previously held and the length of service in each of those positions

- 1) Certified Public Accountant with Alford Meroney & Co , Dallas, Texas, from 1975 to 1980,
- 2) Certified Public Accountant with Arthur Young & Co , Dallas, Texas, from January, 1980 to August, 1980;
- 3) Certified Public Accountant private practice in Dallas, Texas, from 1981 to 1991; and
- 4) Certified Public Accountant private practice in Gilmer, Texas, from 1991 until December, 1996

I further swear (or affirm) that I am a competent accountant with at least two years' experience in auditing and accounting, that I am thoroughly competent in public business detail, and that I am thoroughly competent in public business detail, and that I am a person of unquestionably good moral character and intelligence,

That I will not be personally interested in a contract with Upshur County;

And, that I will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State (so help me God)


BEN SHEPPERD

FILED
FRANK J. HARRIS
DEPUTY CLERK
59 MAR 10 PM 3:58
BY 
DEPUTY

RECORDED
Vol. 44 Page 238-239
Comptroller, Upshur Co., Texas

Sworn to and subscribed before me by Ben Shepperd, on this 9 day of March, 1998.

Lauren Parish

LAUREN PARISH, Judge
115th Judicial District Court

FILED
REX A. SHAW
COURTY CLERK
98 MAR 23 AM 9:49
UPSHUR COUNTY, TX.
BY _____ DEPUTY

PROCLAMATION

Thousands of older Texans offer employers the experience and wisdom of a lifetime of hard work and dedication. Our mature population is willing and able to put that knowledge and expertise to work for the benefit of our great state.

Texas is proud of the contributions made by our mature workers in today's society and we must maintain and strengthen this valuable resource in our labor force of the future.

For over twenty years, the Senior Texans Employment Program, administered by the Farmers Union Community Development Association, Inc. and funded through the Texas Workforce Commission and the U. S. Department of Labor, has provided older workers the opportunity to apply their lifelong skills and abilities to many local projects while receiving marketable training for employment.

We appreciate the contributions that older workers make to our community and during Older Worker Week, March 1998, recognize their accomplishments.

Shah T. Mitt
(Name)

County Judge of Alpha Co
(Title) (County or City)

FILED
REX A. SHAW
COUNTY CLERK
98 MAR 23 AM 9:49
UPSHUR COUNTY, TX
BY _____
DEPUTY

FARMERS UNION
COMMUNITY DEVELOPMENT ASSOCIATION, INC.STATE OFFICE
PO BOX 7186
WACO, TEXAS 76710-7186
254/776-7002**Senior
Texans
Employment
Program**

March 2, 1998

Dear Host Agency Sponsor for STEP Enrollees:

Let me apologize for our delay in getting this information to you. The delay in sending the information out is because we were waiting for posters and a signed proclamation from the President of the United States. Although the proclamation has not yet been signed, we are forwarding a copy of the proposed proclamation.

With March 8-14, 1998 designated as National Older Worker Week, we ask that your agency select a week in March to acknowledge the success of your agency's older workers and especially the Senior Texans Employment Program enrollees.

During your Older Worker Week, we hope to promote the availability, experience and reliability of Older Texans to public and private sector employers. Older Worker Week is designated to focus everyone's attention on **HIRING OLDER WORKERS - A GREAT NATIONAL RESOURCE.**

Attached is a suggested proclamation that can be used by cities, counties and/or your agency manager to designate Older Worker Week in every community in the State. If you prefer, create your own document.

Please plan to:

1. Have Commissioner's Court and the County Judge sign a proclamation recognizing Older Worker Week in the county.
2. Have City Councils, Mayors, Municipal Judges or City Managers proclaim your Older Worker projects in the community.
3. Have newspaper stories, articles and pictures about the STEP enrollees assigned to your project.
4. Have media coverage, including radio and/or television, of all events and interviews you can arrange to publicize the success of your STEP project for Older Worker Week.
5. Send us copies of all letters from elected officials, project sponsors or agency managers relating to the accomplishments of enrollees in your STEP project.

Funded Through Texas Workforce Commission

VOL 50 PG 576

In honor of Older Worker Week, a celebration will be held in Washington, DC, March 9-14-1998, recognizing a distinguished older worker from each state. We are pleased to announce that Ms. Audrey Sellers, a STEP enrollee assigned to the Harrison County Sheriff's Department in Marshall, Texas, was selected as Texas' outstanding older worker. Ms. Sellers will be recognized at the celebration and will tour the White House and breakfast with the Texas Congressional delegation. The U. S. Department of Labor and Green Thumb, Inc. co-sponsored the Prime Time Awards this year to honor members of our mature workforce and recognize the tremendous contributions they make to the communities.

The Older Workers of the Senior Texans Employment Program appreciate your contributions to the success of STEP. We feel sure that you will advertise and recognize their contributions to the success of your project. It is especially important this year that we publicize the benefits of the older worker programs dedicated to community service so that the public is aware of the success that our State and Federal funded programs contribute to communities.

Sincerely,



Bob Girard, Executive Director
SENIOR TEXANS EMPLOYMENT PROGRAM

BG/lar

enclosures

P. S. - Because of this late date, if needed, please feel free to have another day or days during the month of March proclaimed as Older Worker Week in your area.

March 8, 1998

NATIONAL OLDER WORKERS EMPLOYMENT WEEK, 1998

THE WHITE HOUSE

Office of the Press Secretary

For Immediate Release

March 9, 1998

NATIONAL OLDER WORKERS EMPLOYMENT WEEK, 1998

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

American workers age 55 and better represent one of our country's richest resources, and the value of their potential contribution to our society is immense. An estimated 70 percent of all Americans 55 and better already actively contribute to our common good by working, by volunteering, and by caring for sick and disabled relatives, friends, and neighbors.

Despite their qualifications, however, many of these Americans experience serious difficulty finding work if they lose a job or desire new employment. Their search for employment can become increasingly challenging as they grow older.

Our laws and government agencies can and do offer protections, programs, and services for older workers. The Age Discrimination Act, the Older Americans Act, and the Age Discrimination in Employment Act all recognize the unique rights of such employees. The Department of Labor and the Department of Health and Human Services have been leaders when it comes to helping thousands of older workers each year through such efforts as the Senior Community Service Employment Program.

Yet it is also up to employers to recognize the potential of older Americans as employees and to acknowledge that, by every common measure of job performance, older workers are as effective as younger people because of their unique skills, experience, and judgement. Thus it is appropriate that we designate a week to acknowledge that all workers should be judged and employed on the basis of their individual ability to do a job, regardless of age.

NOW, THEREFORE, I, WILLIAM J. CLINTON, President of the United States, by virtue of the authority vested in me by the Constitution and laws of the United States, do hereby proclaim March 8 through March 14, 1998, as National Older Workers Employment Week, and I urge all employers when they hire new workers to consider carefully the skills and other qualifications of men and women age 55 and better. I also encourage public officials responsible for job placement, training, and related services to intensify their efforts throughout the year to help older workers locate available jobs and training.

IN WITNESS WHEREOF, I have hereunto set my hand this day of February, in the year of our Lord nineteen hundred ninety-eight, and of the independence of the United States of America the two hundred and twenty second.

PRESIDENT'S SIGNATURE

VOL. 50 PG. 578

**PRESS RELEASE INFORMATION
TO BE INCLUDED IN NEWS ARTICLES**

In 1973, the Texas Legislature enacted the creation of the first state-funded senior employment program in the nation. The Senior Texans Employment Program, administered by the Farmers Union Community Development Association, Inc. began operation in 1974. In 1977, STEP enrollment opportunities were expanded with funds granted by the Older Americans act through the U. S. Department of Labor.

Utilizing both State and Federal funds contracted through the Texas Workforce Commission, STEP provides enrollment opportunities to 1105 older Texans in 131 counties.

** The above information is provided for you to use as background information which we hope you will include in your local news media interviews or articles.

ALLISON, BASS & ASSOCIATES, L.L.P.

Attorneys at Law

WAHRENBERGER HOUSE
208 WEST 14TH STREET
AUSTIN, TEXAS 78701
(512) 482-0701
FAX (512) 480-0902

JAMES P. ALLISON
ROBERT T. BASS

C. REX HALL, JR.
ANTHONY J. NELSON

March 11, 1998

VIA CMRRR #P 524 885 267

David Maland
Clerk, U S District Court
100 East Houston, Room 125
Marshall, Texas 75670

RE: The State of Texas v The American Tobacco Company, et al.
No. 5-96-CV-0091

Dear Mr. Maland:

Enclosed for filing among the papers of the above referenced cause, please find the original and two copies of Amicus Brief of Ninety-Seven Texas Counties Pertaining to the Settlement Agreement. Please file stamp the extra copy and return it in the enclosed, self-addressed, stamped envelope.

By copy of this letter, I am forwarding a duplicate of same to all counsel of record.

Thank you for your assistance in this regard.

Sincerely,



James P. Allison

JPA/lw

Enclosures

cc: Ann Clarke Snell (via cmrrt #P 524 885 268)
Bickerstaff, Heath & Smiley
William Russell Allensworth (via cmrrt #P 524 885 269)
Roller & Allensworth
Jose Rodriguez (via cmrrt #P 524 885 270)
Michael P. Fleming (via cmrrt #P 524 885 271)
John J. McKetta, III (via cmrrt #P 524 885 272)
Graves, Dougherty, Hearon & Moody
Stuart W. Bowen (via cmrrt #P 524 885 273)
Office of the Governor
Roger Ries (via cmrrt #P 524 885 274)
Jenkins & Gilchrist
Tony Karioth (via cmrrt #P 524 885 275)
Grant Kaiser (via cmrrt #P 524 885 276)
Kaiser & Morrison, P.C.
Dan Morales (via cmrrt #P 524 885 277)
Attorney General of Texas
Howard Waldrop (via cmrrt #P 524 885 278)
ATCHLEY, RUSSELL, WALDROP
& Hlavinka, L.L.P.
Walter Umphrey, P.C. (via cmrrt #P 524 885 279)
John M. O'Quinn, P.C. (via cmrrt #P 524 885 280)
John Eddie Williams, Jr. (via cmrrt #P 524 885 281)
Wayne A. Reaud (via cmrrt #P 524 885 282)
REAUD, MORGAN & QUINN, INC.
Harold W. Nix (via cmrrt #P 524 885 283)
THE NIX LAW FIRM
Rep. Robert Junell
Texas House of Representatives
Sen. Bill Ratliff
Texas State Senate Office

David J. Maland, Clerk
March 11, 1998
Page 3

bcc: All Participating Counties
CJ&CC Executive Board
Bob Lemens

I.
IDENTIFICATION OF THE AMICI

The friends of the court consist of the following 97 Texas counties:

Anderson County, Angelina County, Archer County, Austin County, Bandera County, Baylor County, Blanco County, Bowie County, Brewster County, Briscoe County, Brooks County, Burnet County, Camp County, Cass County, Callahan County, Clay County, Cochran County, Coleman County, Comal County, Dallam County, Deaf Smith County, Delta County, Duval County, El Paso County, Erath County, Fannin County, Fayette County, Franklin County, Frio County, Freestone County, Gaines County, Gillespie County, Gregg County, Grimes County, Guadalupe County, Hale County, Hall County, Hardeman County, Hardin County, Henderson County, Hockley County, Hopkins County, Houston County, Howard County, Hunt County, Hutchinson County, Irion County, Jack County, Jefferson County, Jim Hogg County, Jim Wells County, Johnson County, Kimble County, King County, Kinney County, Lamar County, Lamb County, Lampasas County, Lee County, Llano County, Madison County, Mason County, Medina County, Menard County, Mills County, Montague County, Morris County, Navarro County, Newton County, Parker County, Parmer County, Pecos County, Polk County, Red River County, Refugio County, Runnels County, Rusk County, Sabine County, San Jacinto County, San Saba County, Scurry County, Shackelford County, Stephens County, Stonewall County, Swisher County, Taylor County, Terrell County, Throckmorton County, Trinity County, Upshur County, Val Verde County, Victoria County, Washington County, Wharton County, Wichita County, Winkler County, Wise County

These counties are political subdivisions of the State of Texas. Each of these counties believes it has incurred significant damages that can be attributed to the conduct of Defendants in this case. These damages consist primarily of medical services and expenses provided indigent residents of these counties from county funds, but may also include costs pertaining to the county retirement system and the health care benefits provided county employees and dependents. These damages are separate and distinct from the damages alleged by the State in this case. Moreover, these damages are not addressed in the settlement agreement previously approved by the court in this case.

The interests of these counties cannot be adequately represented by any party or attempted intervenor in this case. Specifically, the Montgomery County Hospital District has asserted that it

is a representative member of a "class of numerous hospital districts, counties, cities, municipal corporations and other political subdivisions and local governmental entities or combination of such entities." See Amended Motion to Intervene at p.4. The interests of these amici are not and cannot be adequately represented by the Montgomery County Hospital District. The interests of Texas counties, and the damages suffered by counties as a result of the conduct of defendant, are separate and distinct from the alleged damages of the Montgomery County Hospital District. The statutory obligations of counties are different from the obligations imposed upon hospital districts. Counties should not be compelled to participate in this action under a hospital district representative. Therefore, while amici do not oppose the District's Motion to Intervene, amici do oppose the District's request for certification as a class representative.

II. INDIGENT HEALTH CARE

The Indigent Health Care and Treatment Act requires Texas counties to provide health care assistance to certain indigent residents. See Tex. Health & Safety Code Ann. §§61.021, 61.022. Pursuant to the Act, the counties must provide: 1) inpatient and outpatient hospital services; 2) rural health clinics; 3) laboratory and x-ray services; 4) family planning services; 5) payment for prescription drugs; 6) physician services; and 7) skilled nursing facility services, regardless of the patient's age. Id. §61.028. Counties may provide additional health care services. Id. Counties may address this responsibility by creating a public hospital. However, in this circumstance, the county still has the obligation to provide sufficient funding to the hospital to provide mandatory health care assistance. Id. §61.062.

Counties incur significant expenses for indigent care, with indigent care expenditures exceeding 10% of some counties' total budgets. In this lawsuit, the State of Texas has not

claimed county indigent care expenses as damages, and these damages have not been included in the compensation included in the Settlement Agreement in this case. Moreover, it appears that no party to this action has reviewed or analyzed the damages suffered by Texas counties, and that these damages were not considered by the parties in assessing the settlement value of this case.

III. DISCUSSION OF THE SETTLEMENT AGREEMENT

Various individuals and entities have moved to intervene in this case for the purpose of challenging the settlement agreement in this case. The purpose of this brief is to advise the court that two general provisions of the agreement merit close scrutiny; these two provisions are objectionable to Texas counties and appear to be contrary to law.

First, the settlement agreement purports to settle claims on behalf of Texas' political subdivisions (See, Settlement Agreement at 16). This is inappropriate for two reasons. First, the amici counties are not parties to this case, and their respective claims cannot be settled in their absence. As noted by other amici, as well as intervenors, the Attorney General of Texas is not authorized to represent Texas counties without their consent. The amici counties have not been consulted regarding either the filing or settling of this suit, and the amici counties have neither requested or authorized the Attorney General to represent their interests in this matter. Therefore, the Attorney General has not represented these counties and cannot settle their claims.

The second problem with the Settlement Agreement is that the Attorney General proposes a specific allocation of the settlement proceeds. As pointed out by other parties, the Attorney General lacks authority to allocate and expend the settlement proceeds. This court should not sanction terms of the agreement that are contrary to law.

In addition, a review of the settlement agreement establishes that the proposed allocation of settlement sums does not compensate Texas counties for any damages incurred as a result of the conduct of Defendants. In this regard, the Attorney General has informally communicated that it was never his intention to settle these claims for counties. Certainly, the counties were not a part of any settlement negotiations. Therefore, the Settlement Agreement should not erroneously indicate that it has determined county claims.

IV.
SUGGESTIONS OF THE AMICI

The amici acknowledge the significance of this lawsuit and the potential benefits to the State and its citizens from the proposed settlement. However, the amici counties, as political subdivisions, advise the court that this Settlement Agreement is unlawful to the extent it purports to settle the claims of Texas counties. The Court should amend the judgment to reflect that the claims of Texas counties have not been litigated or settled in this case.

Alternatively, it is inappropriate for the court to adopt, as part of its judgment, the specific proposal of the Attorney General for the disposition of the settlement funds. Under the Texas Constitution, the Attorney General has no authority to allocate these funds. Moreover, his specific proposals do not address or compensate those, such as amici counties, who have also been damaged as a result of the conduct of Defendants. From the language of the agreement, these proposed allocations may be adjusted. The settlement agreement provides that the parties "anticipate that the funds will be so allocated" or for such other purposes as the State of Texas may determine. If the court finds the settlement should be approved, Amici counties request that the Court amend the judgment to specify that the specific proposal for the allocation of the funds is not approved by the court's judgment.

Respectfully submitted,

ALLISON, BASS & ASSOCIATES, L.L.P.
Wahrenberger House
208 W. 14th Street
Austin, Texas 78701

(512) 482-0701 telephone
(512) 480-0902 facsimile

By: James P. Allison
James P. Allison
State Bar No. 01090000
C. Rex Hall, Jr.
State Bar No. 08745900

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was forwarded via certified mail, return receipt requested, to all known counsel of record on this 14th day of March, 1998:

James P. Allison
James P. Allison
C. Rex Hall, Jr.

FILED
REX A SHAW
COUNTY CLERK
98 MAR 23 AM 9:49
UPSHUR COUNTY, TX.
BY _____
DEPUTY



**GTE Telephone Operations
Central Area**

4200 Stone Road
Kilgore, Texas 75662

March 5, 1998

The Honorable Commissioners Court
County of Upshur
Gilmer, Texas 75644

ROW 2 - Upshur County - Gladewater - 9P703GR-033. Rh:ts

Formal notice is hereby given that GTE Central proposes to place a buried telephone cable along the right-of-way of a Gregg County Road.

Attached are three copies of sketch shown proposed installation of buried cable, and location of proposed construction.

GTE Central agrees to assume liability for any damage to the roadway and/or right-of-way which may be caused from this construction.

In the event subsequent construction in connection with the repair, widening or improvement of the present roadway may require the lowering, revamping or relocation of the cable, GTE Central will bear all the expense of such lowering, revamping or relocation of the facilities

If additional information is required, please notify me.

Ron Herron

Ron Herron- Sr. Engineer
4200 Stone Road
Kilgore, TX 75662
903-983-4912



**NOTICE OF COMMUNICATION
LINE INSTALLATION**

DATE 3-4-98

TO THE COMMISSIONER'S COURT OF UPSHUR COUNTY

ATTENTION COUNTY JUDGE:

Formal notice is hereby given that GTE SOUTHWEST INCORPORATED will construct a communication line within the right-of-way of a County Road in UPSHUR County, as follows:

2000' (609.7m) TO BE PLOWED ON THE SOUTHERN R.O.W. OF TEAL ROAD. ALL CABLE TO BE PLACED IN THE BACK 5' OF THE COUNTY R.O.W. CABLE TO START AT THE INTERSECTION OF TEAL ROAD AND NORTH POINT PLEASANT ROAD AND CONTINUE EAST FOR A DISTANCE OF 2000' (609.7m) WITH ONE BORE UNDER NORTH POINT PLEASANT ROAD AND ONE BORE UNDER TEAL ROAD. AS INDICATED BY DETAIL DWG'S., ENCLOSED.

The location and description of this line and associated appurtenances is more fully shown by 3 copies of drawings attached to this notice. The line will be constructed and maintained on the County Road right-of-way in accordance with governing laws.

Notwithstanding any other provision contained herein, it is expressly understood that tender of this notice by the GTE Southwest Incorporated does not constitute a waiver, surrender, abandonment or impairment of any property rights, franchise, easement, license, authority, permission, privilege or right now granted by law or may be granted in the future and any provision or provisions so construed shall be null and void.

Construction of this line will begin on or after FEBRUARY 1 1998

9P803GR-002
GLADEWATER
GTE SOUTHWEST INCORPORATED

By RON HERRON
SR. ENGINEER
Address 4200 STONE ROAD
KILGORE, TX 75662
903-983-4912

FILED
REX A. SHAW
COUNTY CLERK
98 MAR 23 AM 9:49
UPSHUR COUNTY, TX
BY _____
DEPUTY

VOL 50 PG 590

ISSUED 1/23/80
EFFECTIVE 10/7/77
DOCKET 10, 11, 698



GENERAL
TELEPHONE
COMPANY
OF THE
SOUTHWEST

TEXAS GENERAL EXCHANGE TARIFF
MAP SUPPLEMENT SECTION 6

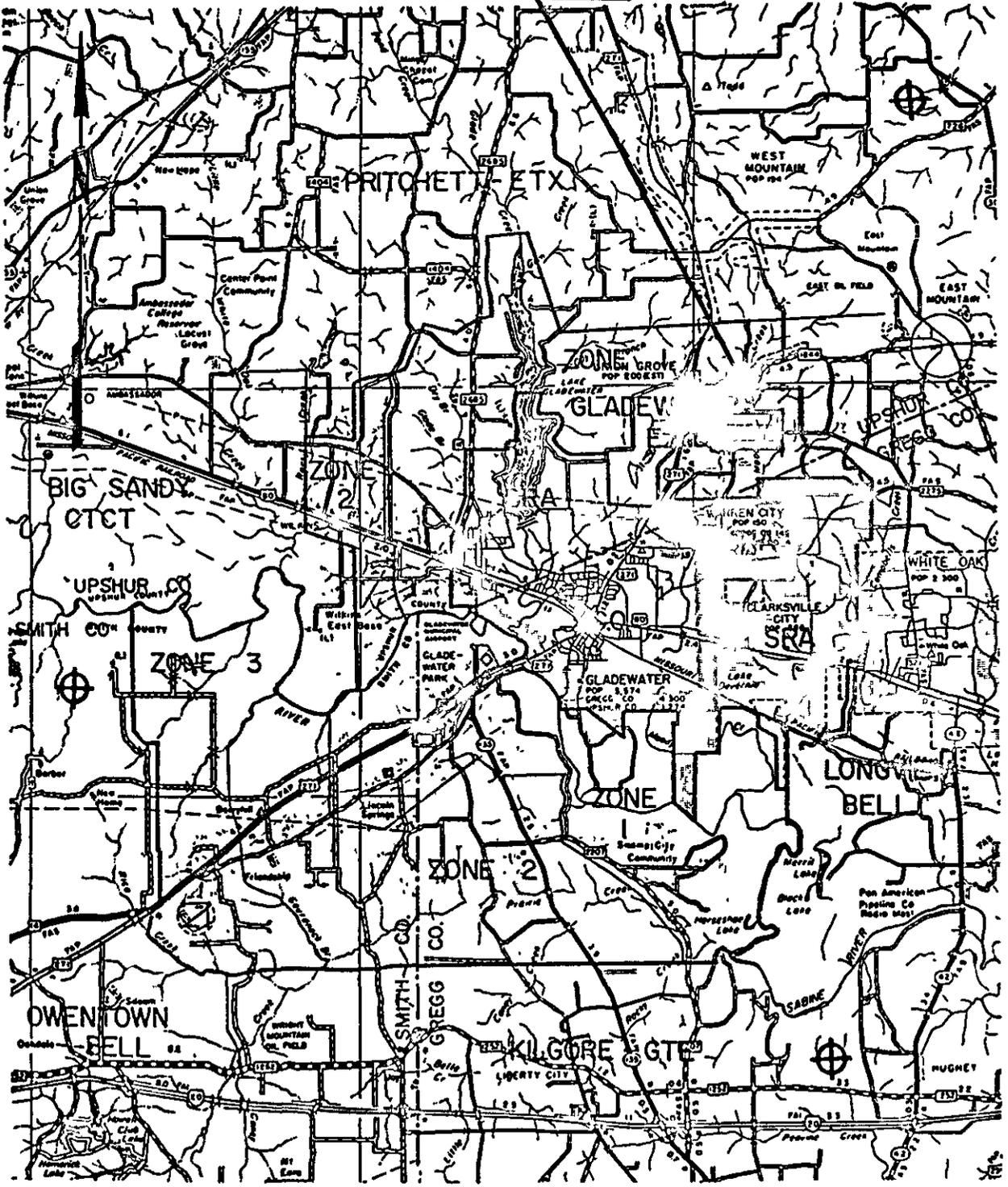
Gladewater, Texas
Exchange Area Boundary

Second Revised SHEET NO. 94C
CANCELLING First Revised SHEET NO. 94C

SCALE 1 inch = 2 mi.

ALL BOUNDARIES ARE 600 FEET FROM
ROADS UNLESS OTHERWISE NOTED

F. E. HIGHTOWER
VICE PRESIDENT - REVENUE REQUIREMENTS
WORK LOCATION



THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

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

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) will be coming off
Truck to N. Point to Hwy. 271

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

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

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

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

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

Jerry Hudman
First Party Signature
P.O. Box 723
Street or Box
Atton, TX 75691
City, State and Zip Code
903-238-7511
Telephone
M.E.M. Han
Timber Tract
March 13, 1998
Date Signed

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

FILED
REX A. SHAW
COUNTY CLERK
98 MAR 23 AM 9:49
UPSHUR COUNTY, TX
DEPUTY

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned CUESTA MINERALS, INC., 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) WATER TOWER ROAD EAST
Approximately 3/4 mile from RT. 86

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 SAND from its lands located in Precinct No. 3, Upshur County.

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

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

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

[Signature] President
First Party Signature
CUESTA Minerals, INC.
P.O. Box 755
Street or Box
Hallsville TX 75850
City, State and Zip Code
903-668-3246
Telephone

Timber Tract
3-13-98
Date Signed

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

Date Signed

FILED
REX A SHAW
COUNTY CLERK
98 MAR 23 AM 9:49
UPSHUR COUNTY, TX
DEPUTY

Permit issued for a period not to exceed 90 days.

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY J. T. Henderson
Sweet William ROAD.

GENTLEMEN:

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

RESPECTFULLY YOURS,
Willie Mae Henderson

Phone # 903-968.3808

PRECINCT #2

DATE _____

APPROVED _____ REJECTED _____

Charles L. Still
CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

Rick Jackson
RICK JACKSON, COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

FILED
REX A. SHAW
COUNTY CLERK
98 MAR 23 AM 9:49
UPSHUR COUNTY, TX.
BY _____
DEPUTY

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY MILDRED ALBRIGHT
RT. 7 BOX 276, GILMER, TX. 75644
FLYING SQUIRRELL ROAD.

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

RESPECTFULLY YOURS,
Mildred Albright

762-2317

PRECINCT _____

DATE _____

APPROVED _____ REJECTED _____

cl

CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey

GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley

TOMMY STANLEY, COMMISSIONER 2

David Loyd

DAVID LOYD, COMMISSIONER 3

Charles K. Thompson

CHARLES K. THOMPSON, COMMISSIONER 4

FILED
REX A. SHAW
COUNTY CLERK
98 MAR 23 AM 9:50
UPSHUR COUNTY, TX.
BY _____
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

VOL. 50 PG. 595

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

The undersigned D & B TIMBER, 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) _____
ARROWWOOD RD.

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

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

X. C. Brown
First Party Signature

[Signature]
County Judge

RT. 1 BOX 220
Street or Box

[Signature]
Commissioner 1

ATLANTA, TEXAS 75551
City, State and Zip Code

[Signature]
Commissioner 2

MURPHY 903-796-2126
Telephone

[Signature]
Commissioner 3

MURPHY
Timber Tract

[Signature]
Commissioner 4

3-12-98
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
98 MAR 23 AM 9:50
UPSHUR COUNTY, TX
BY _____
DEPUTY

FILED
REX A. SHAW
COUNTY CLERK

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY ROAD ~~MARKET~~ ~~AT~~ ~~19~~ ~~98~~

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

UPSUR COUNTY, TX.
BY _____
DEPUTY

PRECINCT #4

DATE 3-18-98

Formal notice is hereby given that BETH SANFORD whose
principal address is RT. 7 BOX 827 E, GILMER, TX. 75644 does hereby propose
to place a CULVERT within the ROW of County Road
GROUNDHOG. The location and description of
the proposed lines or appurtenances is more fully shown by three
(3) copies of drawings attached to the application. Proposed
construction will begin, if approved, on or after the _____
day of _____, 19____.

I, _____, hereby attest that I have read the
conditions set forth in this application and understand it's
contents. NAME Beth Sanford TITLE _____

725-7682

APPROVAL OF PERMIT APPLICATION

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

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

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

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

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

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

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

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

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

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

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

VOL 50 PG 598

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

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

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

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

APPROVED ON THIS _____ DAY OF _____, 19____

COUNTY JUDGE

Judith Linder

COMMISSIONER PCT. 1

Lenny Staley

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

Charles D. ...

COMMISSIONER PCT. 4

SPECIAL ROAD USE AGREEMENT CONTRACT

REX A. STAN
COUNTY CLERK

MAR 23 AM 9:50
UPSHUR COUNTY, TX.

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

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

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

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

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

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

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

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

James P. ...
First Party Signature

RT. 6 BOX 5844
Street or Box

GILMER, TX. 75644
City, State and Zip Code

797-6314
Telephone

Timber Tract

3-16-98
Date Signed

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

FILED
REX A. SHAW
COUNTY CLERK

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS 98 MAR 23 AM 9:50

COUNTY OF UPSHUR ()

UPSHUR COUNTY, TX.

The undersigned DEAN LUMBER CO., hereinafter referred to as First Party, enters into and makes an agreement with DEPUTY 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) _____

COTTONWOOD RD.

2.

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

3.

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

4.

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

5.

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

6.

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

[Signature]
First Party Signature

[Signature]
County Judge

P.O. BOX 610
Street or Box

[Signature]
Commissioner 1

GILMER, TX. 75644

[Signature]
Commissioner 2

City, State and Zip Code

843-2457

[Signature]
Commissioner 3

Telephone

TAYLOR

[Signature]
Commissioner 4

Timber Tract

3-19-98

Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

98 MAR 23 AM 9:50
UPSHUR COUNTY, TX.

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

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

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

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

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

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

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

[Signature]
First Party Signature
P.O. BOX 610
Street or Box
GILMER, TX. 75644
City, State and Zip Code
843-2457
Telephone
HAIL
Timber Tract
3-19-98
Date Signed

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

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

FILED
TEX. A. SHAW
COUNTY CLERK

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS MAR 23 AM 9:50

UPSHUR COUNTY, TX.

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

1.

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

PERWINKLE RD.

2.

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

3.

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

4.

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

5.

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

6.

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

[Signature]
First Party Signature

P.O. BOX 1137
Street or Box

MT. PLEASANT, TX. 75455
City, State and Zip Code

903-572-8733
Telephone

HOLLINS
Timber Tract

3 -19-98
Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

FILED
REX A. SHAW
COUNTY CLERK

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

98 MAR 23 AM 9:50

UPSHUR COUNTY, TX.

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

1.

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

ASTER RD. TO ELWELL

2.

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

3.

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

4.

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

5.

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

6.

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

Man Patterson
First Party Signature

RT. 7 BOX 24
Street or Box

GILMER, TX. 75644
City, State and Zip Code

797-6474
Telephone

Timber Tract

3-20-98
Date Signed

Ch
County Judge

Wade Luce
Commissioner 1

Tommy Starks
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

BY _____
DEPUTY

PRECINCT # 4

DATE 3-18-98

Formal notice is hereby given that Wayne Barton whose principal address is _____ does hereby propose to place a Culvert within the ROW of County Road Holly. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

I, Wayne Barton, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME _____ TITLE _____

APPROVAL OF PERMIT APPLICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED ON THIS _____ DAY OF _____, 19____

COUNTY JUDGE

COMMISSIONER PCT. 3

COMMISSIONER PCT. 1

COMMISSIONER PCT. 4

COMMISSIONER PCT. 2

FILED
REX A. SHAW
COUNTY CLERK

Date: 3-23-98

COMMISSIONER COURT
ATTENDANCE SHEET
98 MAR 23 AM 9:50
UPSHUR COUNTY, TX.

BY _____
City of Residence DEPUTY

Name	City of Residence DEPUTY
Ben F. Brown	White Oak
Bill Bacon	County
Mary Harris	Gilmer
L. M. H.	L. O. News Journal
Phillip Williams	Tyler Morning Telegraph
Buck Cross	Gilmer
John W. Myers	Gilmer
Bob Otto	Ore City
Max Oakes	
Frankie Hamberg	
Roni Mitchell	Gilmer