

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, MAY 1., 1998, 9:00 AM, REGULAR 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. Accept Treasurers report.
6. Consider any bids on property struck off for taxes and take action.
7. Consider any change orders, contracts or items to be recorded on jail expansion and take action.
8. Hear Susan Richey with a report on the "Walk Across Texas".
9. Consider adopting a Health Wise Resolution.
10. Consider approval of a resolution concerning overweight trucks on County roads.
11. Accept for recording a memo concerning County Tobacco Claims.
12. Consider any contracts, reimbursement, or any matters pertaining to right of way acquisition on FM 1845.
13. Accept for recording the appointment and oath of Assistant Auditor, Karen East.
14. Discuss and take action on health insurance renewal.
15. Consider approval of a request by District Clerk, Frankie Hamberlin for herself and a deputy to attend a conference in Abilene, June 21-26, 1998.
16. Hear progress report and update from the 911 coordinator on the meeting held May 7, 1998 between ETCOG and Upshur County.
17. Approve applications for use of Upshur County roads and right of way.

FILED
R. L. X. A. SHAW
CLERK
98 MAY -7 PM 1:56
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Charles L. Still

Charles L. Still, County Judge

UPSHUR COUNTY COMMISSIONERS COURT

5-11-1998

COMMISSIONERS COURT MET IN REGULAR SESSION. ALL MEMBERS PRESENTS.

1. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE MINUTES OF PREVIOUS MEETING DATED 4-30-1998. MOTION CARRIED.

2. MOTION BY GADDIS LINDSEY SECONDED BY KENNEY THOMPSON TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. COPY ATTACHED.

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

4. NO ACTION TAKEN ON AGENDA ITEM CONCERNING PAYROLL CHANGES. THERE WERE NONE.

5. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE TREASURER'S MONTHLY REPORT. MOTION CARRIED. COPY ATTACHED.

6. MOTION BY RICK JACKSON SECONDED BY GADDIS LINDSEY TO TABLE ACTION ON BID SUBMITTED FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID IS \$100.00. DESCRIPTION OF PROPERTY IS 1 ACRE IN JOHN CARSON SURVEY. MOTION CARRIED.

MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE ACCEPTING THE FOLLOWING BIDS FOR PROPERTY STRUCK OFF FOR TAXES:

<u>AMOUNT OF BID</u>	<u>PROPERTY DESCRIPTION</u>
\$300.00	LOT 1081 IN GLENWOOD ACRES
\$1,000.00	LOTS 696-699 IN GLENWOOD ACRES
\$2,000.00	LOT 874 IN GLENWOOD ACRES

MOTION CARRIED.

7. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO ACCEPT FOR RECORDING PURPOSES ONLY, THE FOLLOWING CHANGE ORDERS PERTAINING TO THE JAIL EXPANSION:

PROGRESSIVE MASONRY AND CONTRACTING SERVICES

GAY AND SON MASONRY, INC.

A & C FIRE PROTECTION, INC.

MOTION CARRIED. COPY OF ALL CHANGE ORDERS ATTACHED. ALSO ATTACHED IS LETTER FROM DANNY BUTLER TO PROGRESSIVE MASONRY.

8. SUSAN RICHEY, HOME EXTENSION AGENT, MET WITH COURT TO PRESENT AWARD TO MARY JO DEAN, AS A PARTICIPANT IN THE WALK ACROSS TEXAS PROGRAM. MS. RICHEY EXPLAINED PROGRAM TO ALL MEMBERS OF THE COURT AND ALSO INVITED ALL MEMBERS OF COURT TO PARTICIPATE NEXT YEAR.

9. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO ADOPT THE HEALTHWISE RESOLUTION. MOTION CARRIED. RESOLUTION ATTACHED.

10. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO ADOPT RESOLUTION PERTAINING TO OVERWEIGHT TRUCKS ON COUNTY ROADS. MOTION CARRIED. RESOLUTION ATTACHED.

11. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO APPROVE ACCEPTING FOR RECORDING PURPOSES ONLY, A MEMO CONCERNING COUNTY TOBACCO CLAIMS. MOTION CARRIED. COPY ATTACHED.

12. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO TABLE AGENDA ITEM CONSIDERING ANY CONTRACTS, REIMBURSEMENT OR ANY MATTERS PERTAINING TO RIGHT OF WAY ACQUISITION ON FM 1845. MOTION CARRIED.

13. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING THE APPOINTMENT AND OATH OF ASSISTANT AUDITOR, KAREN EAST. MOTION CARRIED. COPY ATTACHED.

14. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE RENEWING COUNTY HEALTH INSURANCE WITH ANTHEM LIFE. MOTION CARRIED.

15. MOTION BY KENNEY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE REQUEST OF DISTRICT CLERK, FRANKIE HAMBERLIN AND ONE DEPUTY TO ATTEND THE ANNUAL COUNTY & DISTRICT CLERKS CONFERENCE IN ABILENE, TEXAS JUNE 21 THRU JUNE 26, 1998. MOTION CARRIED. COPY OF REQUEST ATTACHED.

16. DAVID ROYER MET WITH COURT TO DISCUSS MEETING HELD MAY 7, 1998 BETWEEN ETCOG AND UPSHUR COUNTY. MOTION BY JUDGE CHARLES STILL SECONDED BY RICK JACKSON TO APPROVE RECORDING LETTER FROM ETCOG TO DONA FLIPPO DISCUSSING MEETING. MOTION CARRIED.

17. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENT CONTRACTS, PERMIT APPLICATIONS AND APPLICATION FOR FILLING ABANDONED

WELLS:

PERMIT APPLICATION SUBMITTED BY DAVID SIMS TO INSTALL A
CULVERT IN ROW OF SNYDER ROAD.

PERMIT APPLICATION SUBMITTED BY CLAYTON DAVIS TO PLACE A
CULVERT IN ROW OF QUAIL ROAD.

PERMIT APPLICATION SUBMITTED BY DANA POPPLEWELL TO PLACE A
CULVERT IN ROW OF PINERIDGE.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY FOREST RESOURCE
RECOVERY TO HAUL LOGS ON ASPEN AND SPRUCE.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY CYPRESS RIVER LOGGING
TO HAUL LOGS ON NASTURTUIM.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY PERFORMANCE OIL FIELD
SERVICES TO HAUL MUD ON N. POINT AND WILLOW OAK.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY EAGLE LOGGING TO HAUL
LOGS ON MULBERRY AND ORANGE.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY EAGLE LOGGING TO HAUL
LOGS ON SPRUCE AND ASPEN.

PERMIT APPLICATION SUBMITTED BY DIANA WATER SUPPLY TO PLACE A
6" WATERLINE WITHIN ROW OF TEACHERS RIDGE ROAD.

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

MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO ADJOURN.
MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES
ONLY.

Charles S. Still
JUDGE CHARLES STILL

Gaddis Lindsey
COMMISSIONER PCT. #1 GADDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT. #2 TOMMY STANLEY

R. J. Jackson
COMMISSIONER PCT. #3 RICK JACKSON

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

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 11TH
day of MAY, 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 SHAW
COUNTY CLERK
98 MAY 11 PM 4:46
UPSHUR COUNTY, TX.
BY _____
OFFICE

BUDGET AMENDMENT
LINE ITEM TRANSFER

Date 5-11-98

TO: Honorable Commissioners Court of Upshur County

Submitted for your consideration are the following line-item transfers

FROM	FUND	DEPT	ACCOUNT	AMOUNT
	<u>10</u>	<u>560</u>	<u>5500</u>	<u>450</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO	<u>10</u>	<u>560</u>	<u>5900</u>	<u>450</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON

B. D. Cron
Dept. Head Sheriff

Attest: _____
County Clerk

BUDGET AMENDMENT
LINE ITEM TRANSFER

Date 5-11-98

TO Honorable Commissioners Court of Upshur County

Submitted for your consideration are the following line-item transfers

FROM	FUND	DEPT	ACCOUNT	AMOUNT
	<u>10</u>	<u>642</u>	<u>4502</u>	<u>50.00</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO	<u>10</u>	<u>642</u>	<u>3010</u>	<u>50.00</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON

Arnold Johnson
Dept. Head Pub. Health

Attest: _____
County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 5-11-98

TO. Honorable Commissioners Court of Upshur County

Submitted for your consideration are the following line-item transfers

FROM	FUND	DEPT	ACCOUNT	AMOUNT
	<u>10</u>	<u>650</u>	<u>5400</u>	<u>300</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO.	<u>10</u>	<u>650</u>	<u>4502</u>	<u>300</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON

JM by [Signature]
Dept. Head Library

Attest: County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 5-11-98

TO Honorable Commissioners Court of Upshur County

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

FROM	FUND	DEPT	ACCOUNT	AMOUNT
	<u>16</u>	<u>612</u>	<u>5100</u>	<u>13,969⁰⁰</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO	<u>16</u>	<u>612</u>	<u>6000</u>	<u>12,371⁰⁰</u>
	_____	_____	<u>6500</u>	<u>1,598⁰⁰</u>
	_____	_____	_____	_____

REASON

Tommy S. Stanley
Dept Head R+B #2

Attest: County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date 5-11-98

TO: Honorable Commissioners Court of Upshur County

Submitted for your consideration are the following line-item transfers

FROM:	FUND	DEPT	ACCOUNT	AMOUNT
	<u>18</u>	<u>614</u>	<u>4480</u>	<u>1000⁰⁰</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO	<u>18</u>	<u>614</u>	<u>3230</u>	<u>400⁰⁰</u>
	_____	_____	<u>3240</u>	<u>600⁰⁰</u>
	_____	_____	_____	_____

REASON:


Dept. Head Pct 4 - R+B

Attest: County Clerk

BUDGET AMENDMENT

Date: 5-11-98

Honorable Commissioners Court of Upshur County:

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

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:			RESERVES	
To:	10	426	4135	3000

Reason: INCREASED COUNTY COURT COSTS

Charles Steel
Department Head COUNTY CT.

Attest - County Clerk

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/11/98 thru 05/22/98

PAGE 1

VOL 50 PG 957

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
77588-APCA	05/11/98	32nd JUSICIAL DIST JUV BD	\$69 50	\$69 50	ISP-PLACEMENT J P.
77589-APCA	05/11/98	A & C FIRE PROTECTION, INC	\$23,924 70	\$23,924 70	JAIL CONST-DETENTION CEILINGS CONTRACTOR 4/30/98
77590-APCA	05/11/98	A & E MILL AND WELDING SUPPL	\$40 40	\$25 25	PCT#2-CUST#173000/CYLINDER RENTAL(ACEL, ACEM, 3 OX275)
				\$15 15	PCT#4-CUST#173125/CYLINDER RENTAL(2 ACEM, OX150)
77591-APCA	05/11/98	ABC-AUTO PARTS	\$170 35	\$37 00	D A-LYNN PRATT/HOT CK-RESTITUTION
				\$35 00	D A-LES GOULDMAN/HOT CK RESTITUTION
				\$33 45	D A-LES GOULDMAN/HOT CK RESTITUTION
				\$64 90	D A-MARCUS OSBORN/HOT CK RESTITUTION
77592-APCA	05/11/98	ACCU CHEM LABORATORIES	\$310 50	\$310 50	CCP-PROFILES/#210325; 209348, 215013
77593-APCA	05/11/98	ADELINA ARIAS	\$32 10	\$32 10	CD CT-INTERPRETER/04/29/98
77594-APCA	05/11/98	ALBRIGHTS-GARAGE	\$36 00	\$36 00	PCT#2-GLASSPACK; CLAMPS
77595-APCA	05/11/98	AMERICAN HERITAGE LIFE INSUR	\$407 51	\$407 51	CASE#47939/APRIL '98 PAYROLL DEDUCTIONS
77596-APCA	05/11/98	AMERICAN TRAVELLERS LIFE	\$217 95	\$217 95	GROUP K44/APRIL '98 PAYROLL DEDUCTIONS
77597-APCA	05/11/98	APEX-GEOSCIENCE-INC	\$1,897 80	\$1,897 80	JAIL-CONST-PROJECT#298-012/SOIL TESTING 3/98
77598-APCA	05/11/98	BARRY CLARK WALLACE, P C	\$700 00	\$350 00	D CT-CAUSE#10,064/ST VS J W STEVENSON, JR
				\$350 00	D CT-CAUSE#403-94/IN THE INTEREST OF MINOR CHILDREN
77599-APCA	05/11/98	BARSCO	\$48 20	\$48 20	CD BLDGS-CUST#UPS025/4 GALS NU-BRITE
77600-APCA	05/11/98	BAXTER SALES CO, INC	\$66 22	\$66 22	CD JAIL-CUST#100950/TRASH BAGS
77601-APCA	05/11/98	BEATY FUNERAL HOME, INC	\$150 00	\$150 00	JP#1-TRANSPORT D S ISAAC FROM DALLAS TO WINNSBORO
77602-APCA	05/11/98	BEN SHEPPERD	\$546 10	\$546 10	CD AUD-REIMBURSE/930mi @ 315ea, MEALS; LODGING(T ACA INSTITUTE)
77603-APCA	05/11/98	BETSY ROSS FLAG GIRLS, INC	\$535 98	\$535 98	CD BLDG-UNITED STATES FLAG; SHIPPING
77604-APCA	05/11/98	BLAZER RESOURCES, INC	\$9,587 50	\$2,031 25	PCT#2-CUST#2611/ROAD OIL(125 BBLS @ \$16 25)
				\$650 00	PCT#3-CUST#2611/ROAD OIL(40 BBLS @ \$16 25)
				\$4,875 00	PCT#2-CUST#2611/ROAD OIL(300 BBLS @ \$16 25)
				\$2,031 25	PCT#2-CUST#2611/ROAD OIL(125 BBLS @ \$16 25)
77605-APCA	05/11/98	BRUCE ACKER	\$251 22	\$251 22	CD EXT-REIMBURSE/653mi @ 315ea, MEALS REGIST 4/98

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

22 May 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/11/98 thru 05/22/98

PAGE 2

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
77606-APCA	05/11/98	BULFINCH CUSTODIAL SERVICE	\$3,908 10	\$3,908 10	MAY'98 JANITORIAL SERVICES
77607-APCA	05/11/98	CAMP CO SHERIFF'S DEPT	\$1,920 00	\$1,920 00	CO JAIL-MARCH'98/48days@40 00 INMATES HOUSED
77608-APCA	05/11/98	CAVENDER'S-BOOT-CITY	\$32 99	\$32 99	CO JAIL-LADIES JEANS
77609-APCA	05/11/98	CENTRAL UNITED LIFE INSURANC	\$1,023 64	\$1,023 64	GROUP#4269/MARCH'98 PAYROLL DEDUCTIONS
77610-APCA	05/11/98	CHEVRON U S A. INC	\$158 38	\$158 38	SUP&CCP-ACCT#7898789859/APRIL 29'98 BILLING
77611-APCA	05/11/98	CHRISTINA W-WALLACE-C S P	\$160 00	\$160 00	D CT-COURT REPORTING 04/22/98
77612-APCA	05/11/98	CO. & DIST CLERKS' ASSOC O	\$250 00	\$125 00	D CLK-REGIST/FRANKIE HAMBERLIN, D CLK(103rd CONF) D CLK-REGIST/MELISSA CHEVLIER, DEPUTY D. CLK(103rd CONF)
77613-APCA	05/11/98	COMMUNITY CORRECTION CENTER	\$75 00	\$75 00	SUP-ELECTRIC MONITORING/N F (15days)
77614-APCA	05/11/98	COMPLETE BUSINESS	\$91 00	\$13 50	DA-CUST#LN5154/COPY COUNT CONT(1000 COPIES MADE 03/01/98-04/01/98) DA-WORK ON FAX MACHINE
77615-APCA	05/11/98	DALLAS COUNTY INSTITUTE OF F	\$1,650 00	\$50 00	CO S-SERVICES 03/01/98-03/31/98 JP#2&JP#3-SERVICES 03/01/98-03/31/98
77616-APCA	05/11/98	DARR EQUIPMENT COMPANY	\$31,678 25	\$31,678 25	PCT#4-REBUILD 920 CAT LOADER-PARTS, LABOR
77617-APCA	05/11/98	DAVE'S STEREO CENTER	\$48 95	\$48 95	PCT#1-BATTERY & TELEPHONE EQUIP
77618-APCA	05/11/98	DAVIS ELECTRIC COMPANY	\$170 35	\$130 35	CO TREAS-CHECKED CIRCUITS, INSTALL OUTLETS J CTR-REPAIRED SHORT IN KITCHEN AC
77619-APCA	05/11/98	DEAN FOWLER	\$350 00	\$350 00	D CT-CAUSE#10, 855/ST VS B OLSON
77620-APCA	05/11/98	DEAN'S LAWMOWER &	\$53 09	\$53 09	CCP-REPAIR EQUIPMENT
77624-APCA	05/11/98	DEANNA DRENNAN	\$3,715 00	\$2,975 00	D CT-CAUSE#11, 793/ST VS J G BARBER-TRANSCRIPT S D CT-CAUSE#11, 932/TRANSCRIPTS
77625-APCA	05/11/98	DINOSAUR VALLEY CONSTRUCTION	\$46,345 93	\$2,092 80	JAIL CONST-JOB SUPER'S LODGING, MEALS, SUPPLIES, REIMBURSE EXPENSES 5/4/98 \$44,253 13 JAIL CONST-CONSTRUCTION MANAGEMENT FEES JOB SUPER PAYROLL 5/4/98
77626-APCA	05/11/98	DONA FLIPPO	\$14 60	\$14 60	911-REIMBURSE/3 MEALS(ETCOG MEETING)
77627-APCA	05/11/98	EAST TEXAS MACHINERY	\$470 95	\$110 52	PCT#2-ACCT#10000655/SHANK PCT#2-ACCT#10000655/BLOWER, FREIGHT

VOL 50 PG 952

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

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

22 May 1998

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/11/98 thru 05/22/98

PAGE 4

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
77639-APCA	05/11/98	GEORGE P BANE, INC	\$341 50	\$341 50	PCT#4-BOLTS & BLADES
77640-APCA	05/11/98	GEORGETOWN PRESS	\$107 00	\$107 00	SUP-(4)CRIME VICTIMS HANDBOOKS
77641-APCA	05/11/98	GILMER DRUG COMPANY	\$103 39	\$29 38 \$53 20 \$20 81	CO JAIL-JAMES GIBSON/PRESCRIPTION CO JAIL-MYCELEX, MEDICINE CO JAIL-DENNIS MARTIN/PRESCRIPTION
77642-APCA	05/11/98	GILMER LUMBER COMPANY INC	\$749 94	\$749 94	JAI CONST-CUST#26907 CONST SUPPLIES 4/98 BILLING
77643-APCA	05/11/98	GILMER OFFICE CENTER	\$312 81	\$96 81 \$31 36 \$77 19 \$101 95 \$3 00 \$2 50	I C -HOLE PUNCH; EATON LETTERHEAD PAPER CO JAIL-ENVELOPES I-C-PRINTRONIX PRINTER RIBBONS; STANLEY/BOSTITCH STAPLER I C -X STAMPER INK; 3-POCKET WALL FILE, PRINTRONIX PRINTER RIBBONS I C -X STAMPER INK (BLACK) 911-FAX PAPER
77644-APCA	05/11/98	GLENWOOD GROCERY	\$35 00	\$35 00	D A-CHERRI CROSS/HOT CK RESTITUTION
77645-APCA	05/11/98	GOUDARZI & MDRIN LAW FIRM	\$2,000 00	\$2,000 00	D CT-CAUSE#11,855/ST VS H D RANDALL
77646-APCA	05/11/98	GOVERNMENT RECORDS SERVICES	\$371 96	\$275 00 \$96 96	D CLK-CUST#000532/CAMERA RENTAL W/EASEL D-CLK-D-CLK-CUST#000532/DUPLICATION/HANDLING
77647-APCA	05/11/98	GREGG CO JUVENILE PROBATION	\$1,080 00	\$1,080 00	JUV PROB-MARCH '98 DETENTION
77648-APCA	05/11/98	GREGG COUNTY CSCD	\$80 00	\$80 00	SUP-CJAD TRAINING HOURSEGREGG COUNTY CSCD
77649-APCA	05/11/98	GRUBBS-LOYD FUNERAL HOME	\$400 00	\$400 00	JP#2-TRANSPORTING N L GILLIAM TO DALLAS & BACK
77650-APCA	05/11/98	H&D-TIRE & AUTOMOTIVE	\$2,671 51	\$42 16 \$25 41 \$18 00 \$112 27 \$4 54 \$8 88 \$14 01 \$11 00 \$3 10 \$85 80 \$9 69 \$25 85	PCT#1-VACUUM CONTROL, SPARK PLUGS; PUMICE CLEANER PCT#1-FUEL HOSE (6 FT), HYDRAULIC FITTINGS (2); HYDRAULIC HOSE PCT#3-BOOT FOR TIRE PCT#2-HYDRAULIC FITTINGS (4); HYDRAULIC HOSE, O'RINGS PCT#4-SOCKET CO BLDG-ANT & ROACH SPRAY PCT#1-VACUUM TUBING (8 FT), QUIK-STEEL, FILTER PCT#3-TUBE CO BLDG-FUSES CO BLDG-BALLAST PCT#3-CLEVIS PCT#1-HYDRAULIC FITTINGS (2), HYDRAULIC HOSE GLOVES

Vol 5D PG 950

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

THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 05/11/98 thru 05/22/98

PAGE 5

VOL 50 PG 955

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
			\$23 20		PCT#3-HYDRAULIC FITTINGS; HYDRAULIC HOSE
			\$28 28		PCT#1-CHOP SAW BLADES; GRINDER WHEELS; ADHESIVE, WIRE BRUSH
			\$17 00		PCT#2-TUBE
			\$172 99		PCT#2-TIRE
			\$518 97		PCT#1-(3)TIRES
			\$111 48		PCT#1-(2)TUBES; PLIERS, HASP, LOCK
			\$75 82		PCT#1-U-JOINTS (4); ANGLE IRON; KEYS; KEY RING
			\$73 28		PCT#3-HYDRAULIC FITTING (2); SAFETY GLASSES; HEARING PROTECTOR; WHEEL
			\$23 20		PCT#3-HYDRAULIC FITTINGS; HYDRAULIC HOSE
			\$2 88		CO BLDG-MALE PLUG; FEMALE CHUCK
			\$24 04		PCT#1-FLASHERS
			\$13 29		PCT#1-FLASHER
			\$500 84		PCT#4-TIRES; TUBES; SOCKET
			\$518 97		PCT#4-TIRES
			\$10 78		PCT#4-MAIL BOX
			\$49 25		PCT#1-WELDER PLATE; LENS; WELDING RODS (50 LB)
			\$32 00		PCT#3-BUSHHDG BLADE
			\$76 67		PCT#1-BLACK SPRAY PAINT; ANGLE IRON; LOCKS
			\$16 52		CO-BLDG-POP-UP SPRINKLER; PVC CAPS; PVC ELBOWS
			\$2 96		CO BLDG-DRILL BIT
			\$8 73		PCT#1-BOLTS; NUT; BOLTS
			\$3 75		PCT#1-PIPE INSULATORS
			\$0 78		CO BLDG-(1)TEFLON TAPE&ELBD
			\$14 84ct		PCT#1-(1)U JOINT RETURNED
77651-APCA	05/11/98	HERBERT L YOUNG	\$363 70	\$270 35	CONST#2-GASOLINE/274 GALS
				\$93 35	CO BLDGS-106 GALS GASOLINE
77652-APCA	05/11/98	HILTI, INC	\$223 71	\$223 71	JAIL CONST-BOLT STUD ANCHOR 4/14/98
77653-APCA	05/11/98	HOLMES CONCRETE PIPE	\$657 00	\$104 00	PCT#1-15" PLASTIC CULVERT
				\$240 00	PCT#2-24" PLASTIC CULVERT
				\$130 00	PCT#1-15" PLASTIC CULVERT
				\$36 00	PCT#1-CONCRETE TILE-12" X 36"
				\$147 00	PCT#3-15" X 36" CULVERT
77654-APCA	05/11/98	INDUSTRIAL ELECTRONIC SUPPLY	\$39 00	\$39 00	J CTR-ACCT#089031/CONTACT LED PLUGS
77655-APCA	05/11/98	INDUSTRIAL STEEL	\$118 51	\$118 51	PCT#1-STEEL ANGLE IRON, 16 GA SHEET & SQUARE TUBING
77656-APCA	05/11/98	INFORMATION GUIDE ON COUNTY	\$72 00	\$72 00	COMM CT-INFORMATION GUIDE RENEWAL-1YR
77657-APCA	05/11/98	IRVIN TIRE COMPANY	\$282 12	\$282 12	CO S-UNIT#12/TIRES(4)
77658-APCA	05/11/98	IS: DETENTION CONTRACTING GR	\$76,500 00	\$76,500 00	JAIL CONST-DETENTION CONTRACTOR 4/30/98

05/11/98

05/11/98

05/11/98

05/11/98

05/11/98

UPSHUR COUNTY

ACCOUNTS - PAYABLE SYSTEM

22 May 1998

THE SOFTWARE GROUP, INC

Disbursements Made from 05/11/98 thru 05/22/98

PAGE 6

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
77659-APCA	05/11/98	JACKSON REPORTING SERVICES	\$269 71	\$269 71	D CT-CAUSE#11,945/ST VS R G LEWIS(DEPOSITION OF DR HALL)
77660-APCA	05/11/98	JAIL STANDARDS	\$35 00	\$35 00	COMM CT-(1)HARD COPY MANUAL
77661-APCA	05/11/98	JAMES BURNETT	\$2,500 00	\$2,500 00	D CT-CAUSE#11,719/COREY HARRIS
77662-APCA	05/11/98	JERROD DAVIS	\$200 00	\$200 00	CO CT-CAUSE#24,324/ST VS MAURICE HALL
77663-APCA	05/11/98	JOHN DEERE CREDIT	\$0 10	\$0 10	PCT#2-INV#160068/ACCT#999994161/JD WHEEL LOADER(BALANCE ON ACCT)
77664-APCA	05/11/98	JOHN L HALL, M D	\$50 00	\$50 00	D CT-ACCT#4125/R G LEWIS(PHARMACOLOGICAL)
77665-APCA	05/11/98	JOHNNY ON THE SPOT	\$158 00	\$158 00	JAIL CONST-RENTAL 3/11/98-4/10/98 #440&768
77666-APCA	05/11/98	JOYCE MORRISON	\$75 60	\$75 60	CO LIB-REIMBURSE/340MIE 315e(TNETLSEGARLAND)
77667-APCA	05/11/98	JR'S	\$29 00	\$29 00	D A-KRISTLYN JOHNSON/HOT CK RESTITUTION
77668-APCA	05/11/98	JUNE J BARNETT	\$180 00	\$90 00 \$90 00	CO CT-COURT REPORTING APRIL 23, 1998 CO CT-COURT REPDRTING APRIL 28, 1998
77669-APCA	05/11/98	JURIS PUBLISHING, INC	\$124 44	\$62 22 \$62 22	DA-ACCT#21774/BOOK DA-ACCT#19188/BOOK
77670-APCA	05/11/98	JUSTICES OF THE PEACE&CONSTA	\$15 00	\$15 00	JP#2-CARDLYN JO PERRY/DUES 1998
77671-APCA	05/11/98	KAREN EAST	\$3 74	\$3 74	NON DEPT-REIMBURSE/POSTAGE
77672-APCA	05/11/98	KERNS BAKERY	\$135 00	\$52 50 \$30 00 \$52 50	CO JAIL-70 LDAVES OF BREAD CO JAIL-40 LDAVES OF BREAD CO JAIL-70 LDAVES OF BREAD
77673-APCA	05/11/98	KILGORE COLLEGE	\$5 00	\$5 00	ED-SCHOOL FUND/JOEL BULLOCK
77674-APCA	05/11/98	LDI METALWORKS, INC	\$97,677 63	\$97,677 63	JAIL CONST-STRUCTURAL STEEL/ROOF 4/30/98
77675-APCA	05/11/98	LDI METALWORKS, INC	\$52,857 00	\$52,857 00	JAIL CONST-MECHANICAL/HVAC CONTRACTOR 4/30/98
77676-APCA	05/11/98	LDS OF-LONGVIEW, INC	\$47 90	\$23 95 \$23 95	JUV PROB-ACCT#075340109/MAY 1 '98 BILLING 911-ACCT#075326768/MAY 1 '98 BILLING
77677-APCA	05/11/98	LOCK DOC INC	\$249 90	\$249 90	J CTR-SERV CALL, LABOR, LOCKS
77678-APCA	05/11/98	LONGVIEW CANVAS PRODUCTS	\$40 00	\$40 00	CO BLDGS-ACCT#U016/FLAG REPAIR
77679-APCA	05/11/98	MARY MORRIS, SMITH CO CLERK	\$215 00	\$215 00	CC CT-CAUSE#5177/PROTECTION OF D T
77680-APCA	05/11/98	MICHAEL MARTIN, ATTY	\$250 00	\$250 00 \$500 00	D CT-CAUSE#11,723/ST VS W R SMEDLEY E CT-CAUSE#11,997/ST VS N C HOLLIS

VOL 50 PG 956

10000000

10000000

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/11/98 thru 05/22/98

VOL 50 PG 957

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
77681-APCA	05/11/98	MICROMARKETING ASSOCIATES	\$65 95	\$65 95	CO LIB-ACCT#11042/3 BOOKS
77682-APCA	05/11/98	MID-CONTINENT LIFE INSURANCE	\$34 00	\$34 00	APRIL '98 PAYROLL DEDUCTIONS
77683-APCA	05/11/98	MILTON WYLIE	\$530 56	\$530 56	ISP-REIMBURSE/1110mi@315@MEALS-4/98
77684-APCA	05/11/98	HODRE MEDICAL CORP	\$144 16	\$144 16	CO JAIL-CUST#1706876/ACET; COUGH DROPS; ELIX, GLOVES
77685-APCA	05/11/98	MUSIC MOUNTAIN WATER CO	\$20 90	\$20 90	CO TAX-ACCT#18700100/APRIL 30'98 BILLING
77686-APCA	05/11/98	MYRA HARRIS	\$49 11	\$49 11	CO TREAS-REIMBURSE/WELLNESS WORKSHOP@OVERTON
77687-APCA	05/11/98	NANCY THOMPSON	\$15 12	\$15 12	CO LIB-REIMBURSE/48mi@315@LONGVIEW FOREST TRAILS)
77688-APCA	05/11/98	NATIONAL FAMILY CARE	\$334 00	\$334 00	#3152/APRIL '98 PAYROLL DEDUCTIONS
77689-APCA	05/11/98	NATIONSBANK OF DELAWARE, N A	\$433 91	\$32 47 \$264 84 \$2 27 \$17 02 \$19 10 \$34 89 \$32 55 \$10 77	CCP-ACCT#1155/APRIL 24'98 BILLING SUP-ACCT#6528/APRIL 24'98 BILLING SUP-ACCT#8612/APRIL 24'98 BILLING SUP-ACCT#3148/APRIL 24'98 BILLING CCP-ACCT#8644/APRIL 24'98 BILLING SUP-ACCT#8620/APRIL 24'98 BILLING CCP-ACCT#9013/APRIL 24'98 BILLING SUP-ACCT#9005/APRIL 24'98 BILLING
77690-APCA	05/11/98	NICHOLS MACHINERY COMPANY	\$1,736 10	\$1,736 10	PCT#4-CHIPPER TINES
77691-APCA	05/11/98	OLYMPIC WASTE - KILGORE	\$1,582 85	\$602 85 \$980 00	JAIL CONST-ACCT#070-0093392 3/31/98 BILLING JAIL CONST-ACCT#070-0093392 4/30/98 BILLING
77692-APCA	05/11/98	PATRICIA HARRISON	\$180 00	\$180 00	CO CT-COURT REPORTING 04/29/98
77693-APCA	05/11/98	PATTON LAW FIRM	\$700 00	\$350 00 \$350 00	D CT-CAUSE#12;070/ST VS C LEWIS D CT-CAUSE#143-90/IN THE INTEREST OF JONES CHILDREN
77694-APCA	05/11/98	PEGUES - HURST MOTOR CO	\$928 79	\$377 02 \$376 70 \$173 07	PCT#1-WHEEL CYLINDERS FOR DUMP TRUCK-UNIT 117 PCT#2-CYLINDER, EXPANDER PCT#3-FUEL SHUT-OFF SOLONOID FOR UNIT 337
77695-APCA	05/11/98	PIERCE PLUMBING CO, INC	\$56,700 00	\$56,700 00	JAIL CONST-PLUMBING CONTRACTOR 4/30/98
77696-APCA	05/11/98	PITNEY BOWES	\$328 95	\$176 00 \$152 95	NON DEPT-ACCT#0095-8232-00-1/PARTS&SERVICE CRG NON DEPT-#5212429/METER RENTAL 6/16-9/15/98(J CTR)
77697-APCA	05/11/98	PRITCHETT WATER SUPPLY CORP	\$29 25	\$29 25	PCT#1-ACCT#1406/APRIL 04/98 BILLING

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

22 May 1998

Approved Disbursements

ALL Checking Accounts

Disbursements Made from 05/11/98 thru 05/22/98

THE SOFTWARE GROUP, INC

PAGE 8

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
77698-APCA	05/11/98	PROFESSIONAL FOOD SYSTEMS	\$643 99	\$643 99	CO JAIL-CUST#17130/ASSORTED FOODS
77699-APCA	05/11/98	PROFESSIONAL TECHNICAL ASSIS	\$695 50	\$23 50 \$85 00 \$587 00	CO S-REPAIR PORTABLE RADID, LABOR PCT#1-ANTENNAS PCT#1-PORTABLE RADIO
77700-APCA	05/11/98	PROGRESSIVE MASONRY	\$118,786 50	\$118,786 50	JAIL CONST-MASONARY CONTRACTOR 4/30/98
77701-APCA	05/11/98	PURCHASE POWER	\$3,000 00	\$3,000 00	NON DEPT-ACCT#20475091/POSTAGE FOR METER(J CTR)
77702-APCA	05/11/98	GUILL CORPORATION	\$330 99	\$134 99 \$147 19 \$48 81	*911"-DM-6 DELUXE PERSONAL SHREDDER, SHIPPING SUP-ACCT#49034/SUPPLIES I C -SANFORD UNI-BALL MICRO PENS, PILOT EASYTOUCH PENS
77703-APCA	05/11/98	RAFAEL F OTERO, PH D	\$500 00	\$500 00	D-CT-ACCT#98-823-01/RONNIE LEWIS 4/4/98
77704-APCA	05/11/98	RENTAL SERVICE CORP	\$138 20	\$138 20	JAIL CONST-(1)601b ELECT BREAKER RENTAL 4/22/98
77705-APCA	05/11/98	RICHARD LINGLE	\$16 72	\$16 72	DA-MEALS WHILE IN TRAINING SCHOOL
77706-APCA	05/11/98	RICK'S TIRE SERVICE	\$215 00	\$25 00 \$55 00 \$40 00 \$25 00 \$70 00	PCT#4-FLAT REPAIR ON DUMP TRUCK PCT#4-TIRE MOUNTS & ROTATE(2) PCT#3-SERVICE CALL; FLAT REPAIR PCT#4-FLAT REPAIR PCT#1-SERVICE CALL, 4 TIRE MOUNTS
77707-APCA	05/11/98	RUSSELL TACKETT	\$710 00	\$710 00	PCT#1-LABOR/REPAIR DOZER; WELDING, FUEL TANKS, WHL ROLLER
77708-APCA	05/11/98	SCHWAAB, INC	\$75 50	\$75 50	D CLK-3 PRE-INK STAMPS
77709-APCA	05/11/98	SCHWANN'S	\$37 17	\$37 17	D-A-PRICILLA STEPHENS/HOT CK RESTITUTION
77710-APCA	05/11/98	SCOTT-MERRIMAN, INC	\$46 63	\$46 63	CO CLK-CUST#UPO1/APL PROBATE OF WILL, SHIPPING
77711-APCA	05/11/98	SHELIA HAYS	\$3 50	\$3 50	NON DEPT-REIMBURSE/POSTAGE (INSURED PARCEL)
77712-APCA	05/11/98	SHERWIN-WILLIAMS	\$7,871 29	\$7,871 29	JAIL CONST-PAINT MATERIALS ACCT#6673-2264-B 4/98
77713-APCA	05/11/98	SKINNER RADIATOR SHOP	\$50 00	\$50 00	PCT#1-CLEAN & REPAIR RADIATOR
77714-APCA	05/11/98	SMITH OIL COMPANY	\$1,276 12	\$67 00 \$386 82 \$81 00 \$32 30	PCT#2-TEFLON GREASE; MOTOR FLUSH PCT#2-MANIFOLD SET, RING COMP, WRENCHES PAIRS, FILTERS PCT#1-ANTIFREEZE PCT#2-DIESEL HOSES FILTER, HYD FLUID, TREATMENT, WIPER BLADES, OIL

VOL 50 PG 758

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 05/11/98 thru 05/22/98

VO 50 PG 959

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$307 00	TREATMENT; OIL FILTER PCT#1-DELO. HYD FLUID; GEAR LUBE; BRAKE FLUID; BRAKE CLEANER
				\$107 00	PCT#2-BATTERY; FILTERS; BRAKE FLUID
77715-APCA	05/11/98	SOUTHWESTERN ELECTRIC POWER	\$1,650 07	\$16 90 \$1,525 95 \$107 22	CO BLDG-ACCT#62646989/MAY 7'98 BILLING CO CTH-ACCT#56747/MAY 7'98 BILLING CO BLDG-ACCT#16733/MAY 7'98 BILLING
77716-APCA	05/11/98	SUSAN RICHEY	\$279 41	\$279 41	CO EXT-REIMBURSE/807mi@ 315ea 4/98
77717-APCA	05/11/98	SYSCD FOOD SYSTEMS, INC.	\$846 12	\$490 46 \$355 66	CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS
77718-APCA	05/11/98	T & S TRACTOR INC.	\$171 51	\$8 62 \$56 95 \$104 82 \$1 12	PCT#3-ACCT#03083/BLUESPRAY PCT#3-WIRING LODM/HARNESS FOR 3000 FORD TRACTOR; FREIGHT PCT#3-BRG KIT; HUB, WHEEL PCT#3-ACCT#03083/WASHER
77719-APCA	05/11/98	TEFTELLER & PELAIJA	\$3,350 00	\$350 00 \$3,000 00	D CT-CAUSE#10, 976/STATE VS T J WOODRUFF D CT-CAUSE#12, 026/ST VS B E MEGGINSON
77720-APCA	05/11/98	TEXAS ASSOCIATION OF COUNTIE	\$135 00	\$135 00	CO TREAS-CERT REGIST/JAN-DEC'98 C I O(MYRA HARRIS)LEVEL II
77721-APCA	05/11/98	TEXAS MUNICIPAL COURT-	\$46 00	\$46 00	JP#2-SUBSCRIPTION
77722-APCA	05/11/98	THE UNIVERSITY OF TEXAS AT A	\$165 00	\$165 00	CO AUD-REGISTRATION-COUNTY AUDITOR INSTITUTE
77723-APCA	05/11/98	TOM'S DISCOUNT COMPUTER CON	\$35 00	\$35 00	CO S-DISASSEMBLE & CLEAN PRINT HEAD
77724-APCA	05/11/98	UPSHUR-RURAL ELECTRIC COOP ,	\$145 17	\$65 69 \$71 77 \$7 71	PCT#3-ACCT#902475306/APRIL 30/98 BILLING PCT#1-ACCT#31885226/MAY 04/98 BILLING COMPACTOR-ACCT#10793251/MAY 04/98 BILLING
77725-APCA	05/11/98	VALU-LINE	\$668 71	\$668 71	TELE COMM-ACCT#9087390/MAY 01/98 BILLING
77726-APCA	05/11/98	VARNADO FEED SERVICE	\$5 45	\$5 45	CO BLDGS-CORN
77727-APCA	05/11/98	W. W GRAINGER, INC	\$9 90	\$9 90	CO BLDGS-ACCT#436 80-513-171-1/DUPLEX RECEPTICLE
77728-APCA	05/11/98	WAL-MART #146	\$331 57	\$149 01 \$108 21 \$27 02 \$47 33	D A-BILLY MORGAN/HOT CK RESTITUTION D A-CLIFFORD GRAHAM/HOT CK RESTITUTION D A-CLIFFORD GRAHAM/HOT CK RESTITUTION D A-JOYCE F PEOPLES/HOT CK RESTITUTION
77729-APCA	05/11/98	WALMART STORE #146	\$139 51	\$53 62 \$50 92	D CT-ACCT#188/CUPS; SUGAR; BATTERY; COFFEE; DRINK S CO S-ACCT#188/PHOTO PROCESSING

Page 9 of 9

Page 9 of 9

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

22 May 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/11/98 thru 05/22/98

PAGE 10

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$34 97	SUP-ACCT#145/SUPPLIES
77730-APCA	05/11/98	WEST PUBLISHING	\$805 25	\$528 50	LAW LIB-ACCT#858-338-296/USCA T1-20 98PP
				\$57 00	LAW LIB-ACCT#858-338-296/TX CASES V952-953
				\$81 75	LAW LIB-ACCT#858-338-296/TEXAS JURISPRUDENCE, 3D V38
				\$40 50	LAW LIB-ACCT#858-338-296/FED REP VOL 130
				\$57 00	LAW LIB-ACCT#858-338-296/TX CASES V954-955
				\$40 50	LAW LIB-ACCT#858-338-296/FED REP VOL 131
77731-APCA	05/11/98	WEST-SIDE FURNITURE	\$84 14	\$84 14	PCT#4-RING FOR SAW, LABOR, CHAIN, BAR
77732-APCA	05/11/98	WHITE SWAN, NORTH	\$273 07	\$273 07	CD JAIL-CUST#420711/ASSORTED FOODS
77733-APCA	05/11/98	WHITESIDE GARAGE	\$27 21	\$27 21	CD S-UNIT#02/INSPECTION, BULB
77734-APCA	05/11/98	WIL-MAX, INC	\$328 00	\$50 00	D A-CHAD WADE/HOT CK RESTITUTION
				\$65 00	D A-CHAD WADE/HOT CK RESTITUTION
				\$50 00	D A-CHAD WADE/HOT CK RESTITUTION
				\$63 00	D A-CHAD WADE/HOT CK RESTITUTION
				\$65 00	D A-CHAD WADE/HOT CK RESTITUTION
				\$33 00	D A-REGINA WATSON/HOT CK RESTITUTION
77735-APCA	05/11/98	WILLIAMS ELECTRONICS	\$550 00	\$550 00	CD S-INSTALL LIGHTS ON VEHICLE
77736-APCA	05/11/98	WOLF REPRODUCTION CO INC	\$86 93	\$86 93	PCT#1-TRANSIT LEVELING ROD, SHARPIE PENS
77737-APCA	HC 05/11/98	FIRST NATIONAL BANK OF GILME	\$1,254,162 00	\$1,254,162 00	CD#28458 PURCHASED@5 74%(31days)TD MATURE 6/8/98
77738-APCA	HC 05/11/98	FIRST NATIONAL BANK GILMER	\$150,000 00	\$150,000 00	CD#28459 PURCHASED@5 74%(158days)TD MATURE 10/13/98
77739-APCA	HC 05/18/98	FIRST NATIONAL BANK GILMER	\$120,000 00	\$120,000 00	CD#28469 PURCHASED@5 80%(148days)TD MATURE 10/13/98
77740-APCA	HC 05/21/98	ARKLA GAS	\$592 74	\$368 11	J CTR-ACCT#0721336289005/MAY 8'98 BILLING
				\$85 17	CD LIB-ACCT#0821335367008/MAY 11'98 BILLING
				\$15 43	CD LIB-ACCT#0821335368006/MAY 11'98 BILLING
				\$41 72	CD CTH-ACCT#0821334321006/MAY 11'98 BILLING
				\$21 14	PORTER BLDG-ACCT#0921336007007/MAY 12'98 BILLING
				\$12 00	ROCK BLDG-ACCT#0821334069001/MAY 12'98 BILLING
				\$37 72	CD TAX-ACCT#0921336003014/MAY 13'98 BILLING
				\$11 45	PCT#3-ACCT#0921334261002/MAY 13'98 BILLING
77741-APCA	HC 05/21/98	CENTRAL UNITED LIFE INSURANC	\$1,023 64	\$1,023 64	GROUP#4269 APRIL'98 PAYROLL DEDUCTIONS

Total for APCA - Accounts Payable Clearing Account \$2,274,739 00

Vol 50 PG 960

Approved Disbursements
 ALL Checking Accounts
 Disbursements Made from 05/11/98 thru 05/22/98 PAGE 11

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
876-FNB INS	HC 05/12/98	HEALTHCARE PARTNERS	\$16,401 42	\$16,401 42	GROUP UP501 5/98 MONTHLY COSTS
877-FNB INS	HC 05/14/98	MANAGED PHARMACY BENEFITS, I	\$2,830 98	\$2,830 98	GROUP #80096; 4/30/98 PAYMENT REGISTER
878-FNB INS	HC 05/14/98	UPSHUR COUNTY INSURANCE CLEA	\$36,036 69	\$34,325 09 \$1,711 60	PAYMENT REGISTER DATED 5/7/98 PAYMENT REGISTER DATED 5/7/98 (STOP LOSS)
879-FNB INS	HC 05/18/98	FIRST NATIONAL BANK	\$88,000 00	\$88,000 00	CD#28468 PURCHASED 5 BOX 111 days TO MATURE 5/29/98

Total for FNB INS - INSURANCE \$143,269 09

Grand Total \$2,418,008 75

155 records listed.

Charles L. Still
 COUNTY JUDGE, CHARLES L. STILL

Gaddis Lindsey
 COMMISSIONER PCT.#1, GADDIS LINDSEY

Tommy Stanley
 COMMISSIONER PCT#2, TOMMY STANLEY

Rick Jackson
 COMMISSIONER PCT#3, RICK JACKSON

Kenny Thompson
 COMMISSIONER PCT#4, KENNY THOMPSON

REC'D
 CLERK OF COURT
 98 MAY 26 AM 11:59
 L. STANLEY, CLERK

VOL 50 PG 261

TREASURER'S MONTHLY REPORT
 BY MYRA HARRIS, COUNTY TREASURER

APRIL 1 THROUGH APRIL 30 1998

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENT BALANCE	TOTAL DEPOSITS
OPERATING ACCOUNT	10,273,338.82	558,832.21	1,583,430.19	9,248,740.84	4,095,033.56	3,069,915.35	71,610.61	9,177,130.23	9,248,740.84
INSURANCE ACCOUNT	391,586.14	21,141.83	70,566.80	342,161.17	235,000.00	165,000.00	29,161.17	313,000.00	342,161.17
IRC/125 ACCOUNT	8,538.09	10,690.26	12,937.60	6,290.75	0.00	0.00	6,290.75	0.00	6,290.75
INSURANCE CLEARING	0.00	43,198.93	43,198.93	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	10,673,463.05	633,863.23	1,710,133.52	9,597,192.76	4,330,033.56	3,234,915.35	107,062.53	9,490,130.23	9,597,192.76

INDEBTEDNESS

1997 CERTIFICATES OF OBLIGATION	3,340,000.00
REFUNDING BONDS SERIES 1997	1,045,000.00
ROAD & BRIDGE #2/TRACTOR BACKHOE	9,089.21
ROAD & BRIDGE #2/MOTOR GRADER	62,410.04
ROAD & BRIDGE #1/TRACTOR & MOWER	12,408.59
ROAD & BRIDGE #1/WHEEL LOADER & BACKHOE	23,898.98
ROAD & BRIDGE #1/MOTOR GRADER	89,023.36
BANK PROPERTY	193,421.74
TOTAL INDEBTEDNESS	4,775,251.92

(INVESTMENT REGISTER ON BACK)

The above information is found to be true and correct.

Charles L. Skill
 County Judge, Charles L. Skill

Gaddis Lindsey
 Commissioner, Pct. 1, Gaddis Lindsey

Tommy Stanley
 Commissioner, Pct. 2, Tommy Stanley

Rick Jackson
 Commissioner, Pct. 3, Rick Jackson

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

Submitted under the provision of the Local Government Code Section 114.026

Myra Harris
 Myra Harris, County Treasurer

VOL. 50 PG. 963

UPSHUR COUNTY INVESTMENT ACTIVITY FOR APRIL 1998

ACCOUNT	CD#	AMOUNT	PURCHASED	% RATE	DAYS INVESTED	MATURITY	APRIL INTEREST	TOTAL INTEREST	
'97 JAIL EXPANSION	28362	2,000.00 00	03/02/98	5 81	30	04/02/98	9,614.24	9,614.24	
	28399	280.000 00	04/02/98	5.70	11	04/13/98	480.99	480.99	
	28400	1,730.000 00	04/02/98	5 70	39	05/11/98		0.00	
	29122	129.915 35	04/13/98	5 63	28	05/11/98		0.00	
	29123	640.033 56	03/31/98	5.70	13	04/13/98	1,299.36	1,299.36	
AVAILABLE SCHOOL INSURANCE	28307	156,318 55	01/27/98	5.65	259	10/13/98	750.11	2,177.74	
	28232	30,000 00	01/20/98	5 76	150	06/19/98	146.76	426.08	
	28274	73,000 00	01/06/98	5 76	149	06/04/98	357.12	1,036.80	
	28321	105,000 00	02/03/98	5.72	155	07/08/98	510.10	970.83	
	28368	125,000 00	03/07/98	5 75	30	04/06/98	590.75	590.75	
	28405	60,000 00	04/06/98	5 70	10	04/16/98	93.70	93.70	
	28406	55,000.00	04/06/98	5 70	32	05/08/98		0.00	
	28426	50,000 00	04/22/98	5 69	16	05/08/98		0.00	
	29089	50,000 00	03/19/98	5.65	36	04/24/98	278.63	278.63	
	OPERATING	28139	400,000 00	12/08/97	5 82	126	04/13/98	2,296.11	8,036.39
		28200	125,000 00	12/31/97	5.91	117	04/27/98	546.47	2,368.04
		28206	300,000 00	01/05/98	5 91	126	05/11/98	1,505.84	4,371.79
		28218	250,000 00	01/12/98	5 76	134	05/26/98	1,223.01	3,550.68
		28231	300,000 00	01/20/98	5 76	139	06/08/98	1,467.62	4,260.83
		28248	550,000 00	01/30/98	5 65	164	07/13/98	2,639.25	7,662.33
28253		500,000 00	12/23/97	6 81	12 Mo.	12/23/98	2,891.92	11,287.81	
28308		400,000 00	01/27/98	5.65	154	06/30/98	1,949.45	5,602.60	
28320		600,000 00	02/03/98	5 72	174	07/27/98	2,914.85	5,547.62	
28330		450,000 00	02/06/98	5 72	206	08/31/98	2,186.14	4,160.72	
28337		600,000.00	02/09/98	5 72	233	09/30/98	2,914.85	5,547.62	
28343		350,000 00	02/17/98	5 70	174	08/10/98	1,694.38	3,224.79	
28367		350,000 00	03/07/98	6.62	366	03/07/99	1,967.86	1,967.86	
28387		300,000 00	03/23/98	5 65	154	08/24/98	1,439.59	1,439.59	
28391		150,000.00	03/26/98	5 53	35	04/30/98	795.41	795.41	
28427	100,000 00	04/22/98	5 69	8	04/30/98		140.22		
28441	250,000 00	04/30/98	5 85	131	09/08/98		0 00		
28496	250,000.00	04/13/98	5 63	46	05/29/98		0 00		
29040	280,000 00	02/23/98	5 70	119	06/22/98	1 355 51	2,579.84		
29069	400,000 00	03/09/98	5 75	52	04/30/98	3,276.71	3,276.71		
29109	150,000 00	04/07/98	5 63	128	08/13/98		0 00		
29115	180,000 00	04/09/98	5 63	50	05/29/98		0 00		
PERMANENT SCHOOL FUND	29001	1,100,896.33	10/21/97	7 15	18 mo.	04/21/99	6,685.31	39,249.23	
		Total		13,820,163.79		53,872.04		132,039.20	

FILLED
ALEX A. SHAW
CLERK
APR 11 11:01
UPSHUR COUNTY, TX.
OFFICE

Change Order
Construction Manager-Adviser Edition
AIA Document G701/CMa -
Electronic Format

OWNER []
 CONSTRUCTION MANAGER []
 ARCHITECT []
 CONTRACTOR []
 FIELD []
 OTHER []

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES, CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

PROJECT
 (name, address)
 Additions and Alterations to the Upshur County Justice Center
 405 North Titus
 Gilmer, TX 75644

CHANGE ORDER NO 4
 INITIATION DATE April 20, 1998
 CONTRACT FOR Masonry
 CONTRACT DATE January 12, 1998

TO CONTRACTOR
 (name address)
 Progressive Masonry & Contracting Services, Inc.
 Rt 1 Box 355 Diana, TX 75640

The Contract is changed as follows
 Revise C M.U. wall reinforcing at corridor walls adjacent to inmate cells TOTAL ADDED \$ 9,654 00

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum)(Guaranteed Maximum Price) was	\$	402,476 00
Net change by previously authorized Change Orders	\$	10,779 00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$	413,255 00
The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	9,654 00
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$	422,909 00

The Contract Time will be (increased)(decreased)(unchanged) by zero (-0-) days
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

CONSTRUCTION MANAGER *Dinosaur Valley Construction, Inc*
 ADDRESS *PO Box 7371*
9600 Rose TX 76043
 BY *[Signature]* DATE _____

ARCHITECT
 ADDRESS _____
 BY *[Signature]* DATE *4-21-98*
OWNER

CONTRACTOR
 ADDRESS *Progressive Masonry & Contracting*
Rt. 1 Box 355 Diana, TX
 BY *[Signature]* DATE *4-27-98*

OWNER
 ADDRESS _____
 BY *[Signature]* DATE *5-5-98*

AIA DOCUMENT G701/CMa - CHANGE ORDER - CONSTRUCTION MANAGER-ADVISER EDITION - 1992 EDITION - AIA - COPYRIGHT 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-3292 WARNING: Unlicensed photocopying violates US copyright laws and is subject to legal prosecution This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below

Electronic Format G701/CMa-1992

PROGRESSIVE MASONRY & CONTRACTING SERVICES Inc.

JEFF WEST 903-777-4543

Rt. 1 Box 355 Diana, Texas 75640 April 8, 1998.

Upshur County Jail Expansion

Submitted To:

Dinosaur Valley Construction, Inc.
P.O. Box 7378
Glen Rose, Texas 76043

Work to be performed at:

405 North Titus
Gilmer, Texas 75644

Diane,

Here is the change order #3 you requested signed and returned.
Although not complete without c/o #4, to finish it out
Request for c/o on revisions \$14,319 00

c/o # 3 approved \$4,665.00
c/o # 4 will include bonding \$9,654.00
& remainder of original revision cost.

MAR 10

Respectfully Submitted

[Signature]
dba Progressive Masonry Inc

this is for item #5
on attached sheet (w/bonding?)

She has been issued
a change order for
all other items.

input in CO.25 jh 4-20-98

4011
CO#4
422,909.00
4/20 Danny:
Lamar
discussed -
issue & mail
to Lamar

FAX & MAIL TO
 YMME
 DEBBIE WEST
 PROG. MAS.

PROGRESSIVE MASONRY & CONTRACTING SERVICES Inc.
 JEFF WEST 903-777-4543
 Rt. 1 Box 351 Diana, Texas 75640 March 12, 1998.

McDonald Architects
 Lamarr McDonald AIA
 One Summit Avenue
 Suite 614
 Fort Worth, Texas 76102
 817-335-2882

Re Additions and Alteration to the Upshur County Justice Center
 Revised Plans

Dear Mr. McDonald

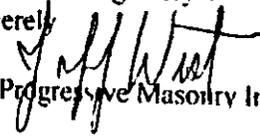
Revisions requested by the City of Gilmer, Texas are as follows

1 Reconfigure exterior wall at "6 M) Cell 153"	\$860.00
2 Reconfigure walls at "Vestibule 117 and 119"	\$210.00
3 Add wall for new "Toilet 196"	\$902.50
4 Reconfigure walls at "Hold 180, Hold 181, Search 182" and "Booking 183"	\$1,773.00
5 Revise C M U wall reinforcing at corridor walls adjacent to inmate cells	\$11,561.00
6 Revise C M U wall reinforcing at corridor walls adjacent to inmate cells	\$9,249.00
6 Provide bond beams at new openings for explosion vents	\$187.50
7 Add wall at "Mech/Elec 167" (Door 30)	\$732.00
Sub Total for Revisions	\$13,914.00
Bonding for Revisions	\$405.00
Grand Total for Revisions	\$14,319.00

11,561.00
 - 20%

 \$9,248.80
 OK
 YMME
 3-26-98

We are deducting 20% off of 6.5 and changing the drilling and dowling procedure from drilling and dowling every 8" to drilling and dowling every 4'

Sincerely,

 dba Progressive Masonry Inc

FILED
 REX A SHAW
 COUNTY CLERK
 98 MAY 11 11:11:01
 U.S. DISTRICT COURT
 BY _____

RECEIVED

MAR 26 1998

McDONALD

Change Order
Construction Manager-Adviser Edition
AIA Document G701/CMa -
Electronic Format

OWNER []
 CONSTRUCTION MANAGER []
 ARCHITECT []
 CONTRACTOR []
 FIELD []
 OTHER []

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

PROJECT:
 (name, address)
Additions and Alterations to the Upshur County Justice Center
 405 North Titus
 Gilmer, TX 75644

CHANGE ORDER NO: 3
 INITIATION DATE: April 24, 1998
 CONTRACT FOR: Concrete
 CONTRACT DATE: January 12, 1998

TO CONTRACTOR:
 (name, address)
Gay & Son Masonry, Inc.
 2000 Goodnight Ct.
 Granbury, TX 76049

The Contract is changed as follows:
 Inmate Labor - 117 Hours DEDUCT \$ 585.00

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum)(Guaranteed Maximum Price) was	\$	348,000.00
Net change by previously authorized Change Orders	\$	-3,907.00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$	344,093.00
The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased)(unchanged) by this Change Order in the amount of	\$	-585.00
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$	343,508.00

The Contract Time will be (~~increased~~)(~~decreased~~)(~~unchanged~~) by zero (-0-) days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE. This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

CONSTRUCTION MANAGER *Dinosaur Valley Construction, Inc.*
 ADDRESS *P.O. Box 7378
 Glen Rose, TX 76043*

ARCHITECT
 ADDRESS
 BY *[Signature]* DATE *4-27-98*

CONTRACTOR *Gay & Son Masonry Inc.*
 ADDRESS
 BY *Lrent Gay* DATE *5/1/98*

OWNER
 ADDRESS
 BY *Charles H. Still* DATE *5-7-98*

AIA DOCUMENT G701/CMa - CHANGE ORDER - CONSTRUCTION MANAGER-ADVISER EDITION - 1992 EDITION - AIA - COPYRIGHT 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below

Electronic Format G701/CMa-1992

User Document: UPSCO1-3.DOC -- 4/24/1998. AIA License Number 101348, which expires on 7/31/1998 -- Page #1

Change Order
Construction Manager-Adviser Edition
AIA Document G701/CMa -
Electronic Format

OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES, CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

PROJECT:
(name, address)
Additions and Alterations to the Upshur County Justice Center
405 North Titus
Gilmer, TX 75644

CHANGE ORDER NO: 1
INITIATION DATE: April 24, 1998
CONTRACT FOR: Fire Standpipe
CONTRACT DATE: January 12, 1998

TO CONTRACTOR:
(name, address)
A & C Fire Protection, Inc.
P. O. Box 1130
Glen Rose, TX 76043

The Contract is changed as follows:
Inmate Labor - 636 Hours DEDUCT \$ 3,180.00

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum)(Guaranteed Maximum Price) was	\$	46,250 00
Net change by previously authorized Change Orders	\$	-0-
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$	46,250.00
The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	-3,180.00
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$	43,070.00

The Contract Time will be (~~increased~~) (~~decreased~~) (~~unchanged~~) by zero (-0-) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE. This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

CONSTRUCTION MANAGER *Dinosaur Valley Construction, Inc.*
ADDRESS *P.O. Box 7378*
Glen Rose, TX 76043
BY *[Signature]* DATE _____

ARCHITECT
ADDRESS _____
BY *[Signature]* DATE 4-27-98

CONTRACTOR A & C Fire Protection, Inc.
ADDRESS P.O. Box 1130
Glen Rose, Texas 76043
BY *[Signature]* DATE 5-1-98

OWNER
ADDRESS _____
BY *[Signature]* DATE 5-7-98

AIA DOCUMENT G701/CMa - CHANGE ORDER - CONSTRUCTION MANAGER-ADVISER EDITION - 1992 EDITION - AIA - COPYRIGHT 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

Electronic Format G701/CMa-1992
User Document: UPCO13-1.DOC -- 4/24/1998. AIA License Number 101348, which expires on 7/31/1998 -- Page #1

DANNY.

Inmate hours to our contractors
from March 22 through Apr 21
Uphol Co

CO.1	A & C	1	4013	636 @ \$5/hr = \$3,180.00
CO.3	GAY	20	4001	117 @ \$5/hr = \$585.00
CO.2	FREEMAN	8	4006	106 @ \$5/hr = \$530.00
CO.5	PROGRESSIVE	PEOGEI	4011	269 @ \$5/hr = \$1,345.00
CO.2	LDI	22	4005	52 @ \$5/hr = \$260.00

all input
on CO 25
11/24/97

attached (Pg 2) is a paint
bill to date

" Inmate Labor - x hours
Deduct \$(x hr x \$5)

BY
981111
11/24/97
10:11:01
TELETYPE

MCDONALD ARCHITECTS, INC.

April 30, 1998

Mr. Jeff West
Progressive Masonry
Rt. 1, Box 355
Diana, Texas 75640

Re: Upshur County Justice Center

Dear Jeff,

Our firm along with Upshur County request a cost quotation from your company to provide additional concrete paving as shown on the enclosed sheets CX1 & CX3 designed by our firm.

If this is possible for your company to provide, and if the county elects to go forward with this additional work, it would become an "add" change order to your existing contract.

If you have any questions, please call.

J. Lamar McDonald
President / Architect
McDonald Architects, Inc.

JLM/sr

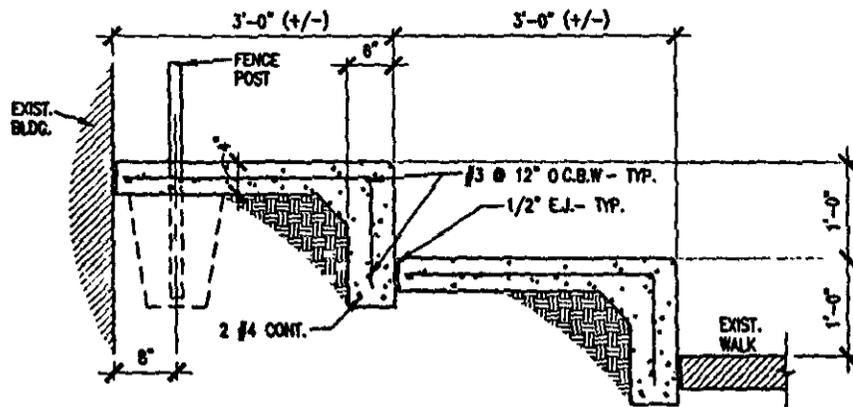
cc: The Honorable Charles Still - Upshur County Judge ✓
w/enclosures

Mr. Danny Butler - D.V.C.I.
w/enclosures

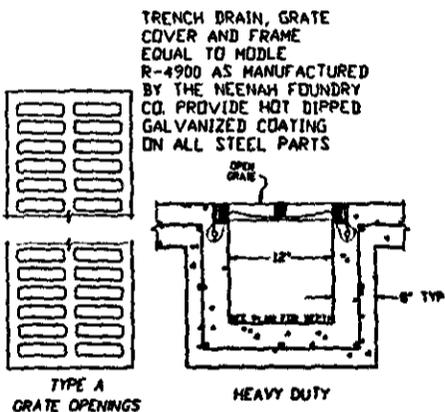
Mr. Art Foster - D.V.C.I.

FILED
REX A SHAW
COUNTY CLERK
98 MAY 11 AM 11:01
UPSHUR CO. CITY, TX.
BY _____
HE PITY

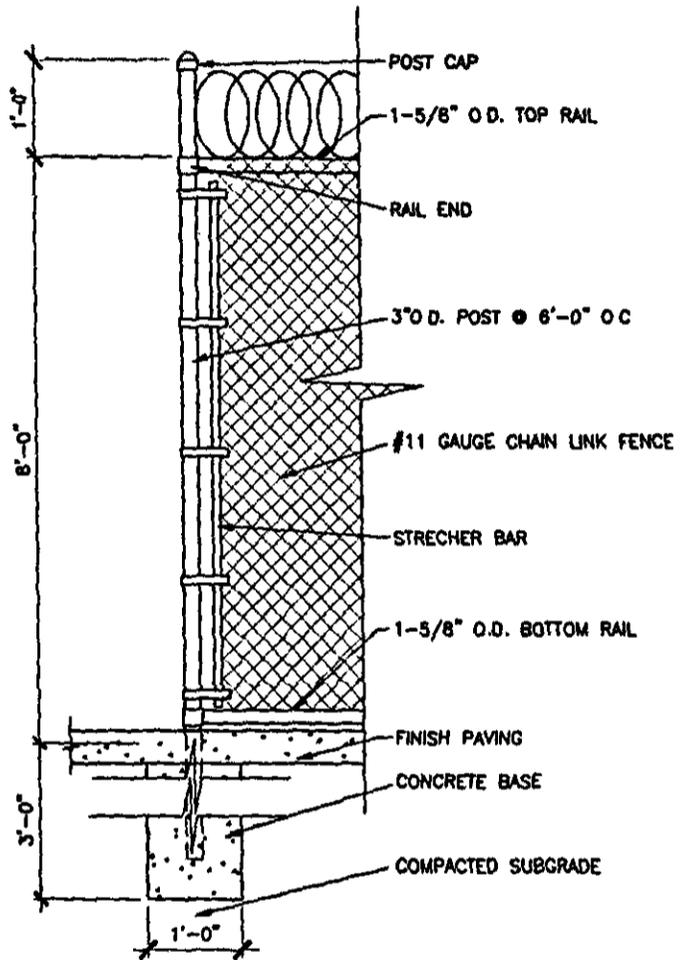
ONE SUMMIT, SUITE 614, FORT WORTH, TEXAS 76102
817/335-2882 FAX 817/335-2883
E-MAIL: designmac@msn.com



1 CONC. BENCH
SCALE: 3/4"=1'-0"



2 TRENCH DRAIN
SCALE: N.T.S.



3 CHAIN LINK FENCE
SCALE: 3/4"=1'-0"

UPSHUR COUNTY JUSTICE CENTER

PROJECT NO: 97.23.01
DRAWN BY: D.S.
DATE 12-22-97
REVISED: 4-3-98

Dinosaur Valley Construction
P.O. Box 1978
Amar, Texas 79102
Tel: (817) 777-4000
Fax: (817) 777-7010

MCDONALD ARCHITECTS INC.
ONE SUNDAY AVE., STE 614
FORT WORTH, TEXAS 76104
Tel: (817) 339-1888 Fax: (817) 339-1889
E-Mail: mcdonald@aol.com

SHEET
CX3



HEALTHWISE RESOLUTION

WHEREAS, Upshur County Commissioners Court considers the health and well being of its employees of utmost importance; and

WHEREAS, Upshur County Commissioners Court would like to continue to give county employees excellent health benefits; and

WHEREAS, Upshur County Commissioners want to educate the county employees to be informed health care consumers; and

WHEREAS, Upshur County is a member of the Texas Association of Counties' County Choice Healthcare Program,

NOW THEREFORE, BE IT RESOLVED, that the Upshur County Commissioners Court hereby adopts the *Healthwise Handbook* and Self-Care program provided by the Texas Association of Counties, and

BE IT FURTHER RESOLVED, that the Upshur County Commissioners Court will utilize the County Treasurer's Office and the Texas Agriculture Extension Service as the Volunteer Self Care Program Coordinators and allow them to provide a training session for all county employees covered on county insurance, on how to implement the *Healthwise Handbook*, and

BE IT FURTHER RESOLVED, that Upshur County will hold Employee Self-Care Workshops where employees will receive the book and brief instruction as to its use; and

BE IT FURTHER RESOLVED, that each employee covered under the health insurance will be required to attend a Self-Care Workshop.

ADOPTED on this the 11th day of May, 1998.

Gaddis Lindsey
Gaddis L. Lindsey, Comm. Pct #10

Tommy Stanley
Tommy L. Stanley, Comm. Pct #2



Rick Jackson
Rick Jackson, Comm. Pct #3

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

Charles L. Still
Charles L. Still, County Judge

FILED
MAY 11 AM 11:01
98
BY: [unclear]
CLERK

Resolution No. 10

Whereas, overweight trucks do great damage to the county road and bridge system thereby compromising the county roads and bridges; and

Whereas, in order to collect damages caused by overweight truck traffic, a county must have an effective method to determine the overweight trucks causing the damage; and

Whereas, a routing and road use agreement, at no costs to the trucking companies, prepared by the county or commissioner will provide the information required in order to best protect county roads and bridges; and

Whereas, current state law makes the determination as to who caused the damages virtually impossible in most cases; and

Whereas, State Representative Paul Sadler of Henderson introduced House Bill 1488 in the 74th Regular Session (1995) of the State Legislature which would have allowed a road use agreement without cost to truckers; and

Whereas, House Bill 1488 was passed out of the House Transportation Committee with a favorable vote, but was never voted on in the House; and

Whereas, the problem of damages to county roads by overweight trucks will continue to plague county governments;

NOW THEREFORE BE IT RESOLVED by the Upshur County Commissioners' Court that we support the introduction and passage of a bill sponsored by State Representative Paul Sadler to the 76th Texas State Legislature, that will alleviate the difficulty of protecting county roads and bridges and determine who causes the damages to the same.

Approved this the 11 day of April, 1998

Signed

Charles Still
Charles Still County Judge

Rick Jackson
Rick Jackson Commissioner Pct. 3

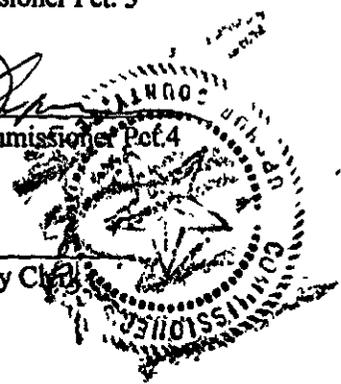
Gaddis Lindsey
Gaddis Lindsey Commissioner Pct. 1

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

Tommy Stanley
Tommy Stanley Commissioner Pct. 2

Attest:
Rex A. Shaw
Rex Shaw County Clerk

FILED
REX A. SHAW
COUNTY CLERK
98 APR 11 AM 11:01
UPSHUR COUNTY, TX



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

Attorneys at Law

WAHRENBARGER 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

MEMORANDUM

TO: PARTICIPATING COUNTIES
FROM: JAMES P. ALLISON *J.P.A.*
RE: COUNTY TOBACCO CLAIMS
DATE: APRIL 24, 1998

This memorandum is the latest status report on our efforts to obtain compensation for Texas counties as a result of the tobacco litigation. Several motions remain under consideration by the U. S. District Court in Texarkana. The Court has encouraged the interested parties to engage in settlement discussions on the issues of local government compensation and attorney's fees.

With the assistance of Speaker Pete Laney, we have conducted intensive negotiations with the proposed intervenors - Harris Co. Hospital District, Dallas Co. Hospital District, Tarrant Co. Hospital District, El Paso Co. Hospital District, Nueces Co Hospital District, and Montgomery Co. Hospital District. These entities have proposed a pro rata settlement distribution, based upon health care expenditures. Since these entities tend to expend larger sums to maintain hospitals and clinics, this formula would heavily favor these entities. Since the state settlement was based upon damages incurred by all state citizens equally, counties have proposed a per capita distribution, with some consideration of need based upon poverty population.

Because hospital districts are funded by a separate tax levy and county health care is funded within the budget, this is no present basis for a fair comparison. If a distribution is based upon a pro rata cost reimbursement, counties will be required to accumulate and report this information.

We have attempted to negotiate a compromise with these large hospital districts and offered a 50% per capita/25% poverty population/25% pro rata formula. However, they have only offered a 95% pro rata/5% per capita formula and have vehemently rejected any distribution based upon poverty population.

We have prepared the enclosed chart to demonstrate the effect of these different proposals. The chart is based upon a proposed \$500 million total settlement, with 60% distributed within 2 years and the remainder during the next 25 years. The state has not agreed to this amount, and it was utilized for illustration only.

The chart is only an estimate because current data does not exist for the pro rata formula. Many counties do not currently report their Indigent Health Care Program expenditures. For purposes of this chart, we assumed that these counties expend 3% of their General Revenue Tax Levy. In counties with a hospital district, the settlement would be paid to the hospital district. The distribution would be divided in a county that is partially covered by a hospital district.

The chart illustrates the vast difference between the two proposals. Since the large hospital districts are unwilling to significantly alter their formula, we have been unable to reach an agreement. Consequently, the local government parties will request that the U. S. District Court order formal mediation.

We have been authorized to represent 115 counties at this time. If this matter is not settled in the near future, we will be required to request financial participation from the interested counties. Our continued participation may also require a formal request to intervene in the state litigation. If these actions are necessary, we will submit a proposed order for consideration by your Commissioners Court, with a proposed budget. We are concerned that several non-hospital district counties have not joined in this effort. By copy of this report, we are keeping them informed and continuing the opportunity for their formal participation. While there is no guarantee of any distribution, greater participation strengthens our position. We will continue to keep you apprised of further developments.

**SETTLEMENT PROPOSAL
DISTRIBUTION CHART**

	STATE POPULATION	COUNTY PROPOSAL	LARGE HOSPITAL DISTRICT PROPOSAL
Bexar H.D.	6.98%	8.46%	11.98%
Dallas H.D.	10.91%	12.68%	20.25%
El Paso H.D.	3.48%	4.07%	4.09%
Harris H.D.	16.59%	16.66%	18.79%
Nueces H.D.	1.71%	2.10%	2.92%
Tarrant H.D.	6.89%	8.04%	13.81%
Total Large Hospital Districts	46.56%	52.01%	71.84%
Remainder of State	53.44%	47.99%	20.15%

POTENTIAL SETTLEMENT CHART

COUNTY	COUNTY PROPOSAL	LARGE HOSPITAL DISTRICTS PROPOSAL
Anderson	\$1,076,645	\$112,764
Andrews	415,830	126,876
Angelina	1,668,280	154,660
Aransas	491,985	190,780
Archer	155,545	11,735
Armstrong	46,620	4,552
Atascosa	879,795	260,070
Austin	479,150	69,702
Bailey H.D.	257,130	361,724
Bandera	247,480	39,770
Bastrop	919,925	278,227
Baylor H.D.	148,285	163,860
Bee	661,330	24,630
Bell	4,178,655	439,740
Bexar H.D.	42,326,165	59,915,135
Blanco	148,700	41,725
Borden	29,770	15,183
Bosque	345,990	80,454
Bowie	1,842,865	121,995
Brazoria H.D.	4,487,905	2,810,612
Brazos	3,297,560	381,706
Brewster H.D.	284,605	252,750
Briscoe	57,230	8,586
Brooks	245,265	12,075
Brown	827,820	120,057
Burleson H.D.	458,130	528,770
Burnet	548,965	67,861
Caldwell	765,875	102,555
Calhoun	544,185	141,945
Callahan	283,730	18,016

This distribution chart is based upon a potential \$500 million settlement and utilizes estimated costs for illustration only. Any actual settlement and distribution would deviate from this chart to that extent.

COUNTY	COUNTY PROPOSAL	LARGE HOSPITAL DISTRICTS PROPOSAL
Cameron	\$8,244,475	\$1,117,940
Camp	256,195	25,831
Carson	141,720	26,442
Cass	766,130	61,452
Castro H.D.	446,665	791,025
Chambers H.D.	652,120	665,407
Cherokee	1,022,135	238,308
Childress H.D.	180,630	23,748
Clay	219,705	31,141
Cochran H.D.	280,190	636,085
Coke H.D.	164,850	341,415
Coleman H.D.	318,730	307,860
Collin	5,234,100	935,182
Collingsworth H.D.	146,845	205,300
Colorado H.D.	555,750	150,160
Comal	1,163,395	484,907
Comanche H.D.	424,625	438,810
Concho H.D.	95,985	88,580
Cooke H.D.	857,905	806,165
Coryell	1,220,170	250,580
Cottle	67,565	9,162
Crane	162,845	76,828
Crockett	153,085	25,734
Crosby	230,630	85,880
Culberson H.D.	230,300	528,770
Dallam H.D.	226,165	406,760
Dallas H.D.	63,423,315	101,266,330
Dawson	433,065	53,022
Deaf Smith H.D.	677,935	707,295
Delta	127,160	16,080
Denton	5,401,830	651,424
DeWitt H.D.	573,465	416,320
Dickens	77,685	8,994
Dimmett	364,430	15,355
Donley H.D.	121,205	140,580

This distribution chart is based upon a potential \$500 million settlement and utilizes estimated costs for illustration only. Any actual settlement and distribution would deviate from this chart to that extent.

COUNTY	COUNTY PROPOSAL	LARGE HOSPITAL DISTRICTS PROPOSAL
Duval	\$453,440	\$67,430
Eastland H.D.	531,415	114,200
Ector H.D.	3,114,705	1,545,415
Edwards	82,280	12,186
Ellis	1,781,615	137,817
El Paso H.D.	20,331,760	20,459,940
Erath	703,290	270,140
Falls	477,540	134,755
Fannin	597,155	203,410
Fayette	484,290	50,416
Fisher H.D.	271,755	570,635
Floyd H.D.	322,265	401,905
Foard H.D.	60,085	74,910
Fort Bend	5,081,448	1,176,568
Franklin	173,435	6,616
Freestone H.D.	465,010	430,915
Frio H.D.	458,690	192,870
Gaines H.D.	955,635	2,254,760
Galveston	5,337,810	958,497
Garza H.D.	218,330	363,730
Gillespie	393,020	55,242
Glasscock	57,435	26,495
Goliad	179,475	56,664
Gonzales H.D.	577,970	483,365
Gray	531,580	61,967
Grayson	2,164,120	856,560
Gregg	2,538,025	363,527
Grimes	443,575	27,710
Guadalupe	1,426,235	95,475
Hale	909,855	206,202
Hall H.D.	144,970	160,775
Hamilton H.D.	221,785	211,775
Hansford H.D.	280,330	632,665
Hardeman H.D.	239,115	455,835
Hardin	928,965	247,780

This distribution chart is based upon a potential \$500 million settlement and utilizes estimated costs for illustration only. Any actual settlement and distribution would deviate from this chart to that extent.

COUNTY	COUNTY PROPOSAL	LARGE HOSPITAL DISTRICTS PROPOSAL
Harris H.D.	\$83,304,500	\$93,957,305
Harrison	1,444,410	351,347
Hartley H.D.	142,580	285,980
Haskell H.D.	269,025	430,865
Hays	1,621,970	186,870
Hemphill H.D.	240,405	655,245
Henderson	1,401,215	146,605
Hidalgo	12,825,050	2,644,375
Hill	688,710	69,008
Hockley	610,805	76,116
Hood H.D.	837,030	1,162,135
Hopkins H.D.	783,895	579,810
Houston H.D.	559,670	169,505
Howard	806,330	98,535
Hudspeth	99,035	13,560
Hunt H.D.	1,867,160	2,075,465
Hutchison H.D.	728,815	828,245
Irion	43,845	12,925
Jack H.D.	273,015	459,430
Jackson H.D.	475,175	666,135
Jasper	750,000	52,263
Jeff Davis	51,885	9,597
Jefferson	6,166,370	945,149
Jim Hogg	181,005	37,490
Jim Wells	1,098,475	339,550
Johnson	2,009,810	597,355
Jones H.D.	543,715	632,610
Karnes H.D.	484,605	458,805
Kaufman	1,188,010	120,594
Kendall	353,255	60,374
Kenedy	15,845	5,894
Kent	52,840	33,620
Kerr	823,550	194,676
Kimble H.D.	139,205	179,610
King	15,835	11,033

This distribution chart is based upon a potential \$500 million settlement and utilizes estimated costs for illustration only. Any actual settlement and distribution would deviate from this chart to that extent.

COUNTY	COUNTY PROPOSAL	LARGE HOSPITAL DISTRICTS PROPOSAL
Kinney	\$92,060	\$40,040
Kleberg	868,190	395,335
Knox H.D.	218,140	388,395
Lamar	1,101,745	128,114
Lamb	414,690	34,986
Lampasas	331,095	30,137
LaSalle	170,310	57,440
Lavaca H.D.	557,120	570,715
Lee	310,560	39,806
Leon	331,705	44,390
Liberty	1,327,065	206,735
Limestone H.D.	715,975	798,055
Lipscomb H.D.	119,840	217,125
Live Oak	278,370	59,883
Llano	302,460	65,177
Loving	16,305	16,839
Lubbock H.D.	6,051,425	4,474,465
Lynn H.D.	277,350	340,985
McCulloch H.D.	273,315	185,715
McLennan	4,726,320	702,858
McMullen	36,380	21,142
Madison	294,400	45,914
Marion H.D.	286,420	66,005
Martin H.D.	283,935	623,540
Mason	98,720	12,266
Matagorda H.D.	1,576,915	2,778,710
Maverick H.D.	1,506,670	860,520
Medina	715,045	225,455
Menard H.D.	108,275	179,590
Midland H.D.	3,320,240	4,392,960
Milam	617,985	76,232
Mills	118,730	14,360
Mitchell H.D.	445,540	967,640
Montague H.D.	434,265	216,265
Montgomery H.D.	4,816,700	4,923,520

This distribution chart is based upon a potential \$500 million settlement and utilizes estimated costs for illustration only. Any actual settlement and distribution would deviate from this chart to that extent.

COUNTY	COUNTY PROPOSAL	LARGE HOSPITAL DISTRICTS PROPOSAL
Moore H.D.	\$434,770	\$313,125
Morris	347,485	37,302
Motley H.D.	48,390	44,740
Nacogdoches	1,411,745	115,047
Navarro	967,545	181,626
Newton	374,450	36,179
Nolan H.D.	648,150	1,022,205
Nueces H.D.	10,495,545	14,605,135
Ochiltree H.D.	296,710	434,285
Oldham	54,415	10,241
Orange	1,924,060	300,454
Palo Pinto H.D.	695,985	526,680
Panola	511,230	32,430
Parker H.D.	1,675,895	1,764,845
Parmer H.D.	332,500	353,765
Pecos	394,740	21,600
Polk	820,935	126,042
Potter H.D.	2,450,135	558,370
Presidio H.D.	263,540	137,890
Rains	163,430	28,500
Randall	1,661,595	193,125
Reagan H.D.	214,605	490,525
Real	76,445	13,362
Red River	389,800	30,203
Reeves H.D.	619,460	796,715
Refugio H.D.	464,685	1,029,270
Roberts	30,395	14,865
Robertson	462,825	68,825
Rockwall	499,595	72,614
Runnels H.D.	348,235	408,770
Rusk	1,084,845	111,110
Sabine H.D.	264,590	195,785
San Augustine H.D.	279,825	263,335
San Jacinto	435,710	77,735
San Patricio	1,610,945	597,530

This distribution chart is based upon a potential \$500 million settlement and utilizes estimated costs for illustration only. Any actual settlement and distribution would deviate from this chart to that extent.

COUNTY	COUNTY PROPOSAL	LARGE HOSPITAL DISTRICTS PROPOSAL
San Saba	\$165,750	\$22,722
Schleicher H.D.	185,835	450,750
Scurry	465,680	78,333
Shackelford H.D.	217,655	550,025
Shelby	572,425	36,910
Sherman H.D.	128,040	266,640
Smith	3,523,440	1,282,430
Somervell	342,365	260,511
Starr H.D.	1,821,415	948,875
Stephens	217,665	9,665
Sterling	29,620	2,115
Stonewall H.D.	173,495	498,850
Sutton H.D.	223,090	500,350
Swisher H.D.	315,340	444,810
Tarrant H.D.	40,216,805	69,071,800
Taylor	2,682,900	460,758
Terrell	52,690	18,794
Terry H.D.	530,450	769,550
Throckmorton	55,975	17,286
Titus H.D.	788,230	955,065
Tom Green	2,293,295	804,255
Travis (City of Austin)	13,890,135	7,290,795
Trinity H.D.	370,560	331,665
Tyler H.D.	438,870	286,335
Upshur	756,030	91,467
Upton H.D.	625,450	2,011,062
Uvalde	672,840	48,456
Val Verde H.D.	1,419,620	1,102,970
Van Zandt	897,495	94,597
Victoria	1,801,970	225,618
Walker H.D.	1,345,405	1,037,785
Waller	600,980	93,993
Ward	374,710	90,672
Washington	634,165	85,295
Webb	4,379,275	1,452,055

This distribution chart is based upon a potential \$500 million settlement and utilizes estimated costs for illustration only. Any actual settlement and distribution would deviate from this chart to that extent.

COUNTY	COUNTY PROPOSAL	LARGE HOSPITAL DISTRICTS PROPOSAL
Wharton H.D.	\$1,111,370	\$721,330
Wheeler H.D.	253,210	485,975
Wichita H.D.	2,813,265	1,127,885
Wilbarger H.D.	537,240	779,910
Willacy H.D.	618,745	144,720
Williamson	2,906,395	503,472
Wilson H.D.	716,205	753,635
Winkler	251,170	57,933
Wise	801,495	123,294
Wood H.D.	769,195	510,460
Yoakum	301,415	118,539
Young H.D.	423,825	168,205
Zapata	373,290	93,969
Zavala	444,960	23,429

FILED
 REX A. SHAW
 COUNTY CLERK
 98 MAY 11 AM 11:01
 WHEELER, N.H., TX.
 BY _____
 CLERK

This distribution chart is based upon a potential \$500 million settlement and utilizes estimated costs for illustration only. Any actual settlement and distribution would deviate from this chart to that extent.

**INTERIM APPOINTMENT OF
UPSHUR COUNTY ASSISTANT AUDITOR**

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

WHEREAS, the office of Assistant 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 an Assistant County Auditor; and

WHEREAS, the compensation of the Assistant 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 Karen East, a qualified person, as Assistant County Auditor of Upshur County, Texas; and she shall, before entering upon the duties of said office take and subscribe the oath 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 from May 1, 1998 for a period ending December 31, 1998

The salary for the Upshur County Assistant Auditor shall be paid in equal monthly installments at the end of each calendar month, as provided by law, and the said Karen East shall perform the duties prescribed for the office of the Assistant County Auditor and be subject to the provisions of the law respecting her 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 which has heretofore been adopted by the 115th District Court.

WITNESS MY HAND at Gilmer, Texas, this the 30 day of April, 1998.

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

FILED
APR 30 1998
BY M. Quisenberry
CLERK

FILED
MAY 11 1998
BY _____
CLERK

RECORDED
Vol 44 Page 923-924
Civil Minutes, Upshur Co., Texas

OATH OF APPOINTED OFFICER

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

I, Karen East, do solemnly swear 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) May, 1984 to May, 1988 - Loyd Funeral Home;
- 2) October, 1988 to June, 1992 - Deputy, Upshur County District Clerk,
- 3) June, 1992 to Present - Assistant Auditor, Upshur County.

I further swear that I have the qualifications required by Section 84 of the Local Government Code and further 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.

Karen East
KAREN EAST

Sworn to and subscribed before me by Karen East, on this 30 day of April 1998.

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

FILED
FRANKLIN COUNTY CLERK
58 APR 30 PM 3:54
BY [Signature]
DEPUTY

FILED
HEX A SHAW
COUNTY CLERK
98 MAY 11 AM 11:02
UPSHUR COUNTY, TX

RECORDED
Vol. 44 Page 922
Civil Minutes, Upshur Co., Tex.



**FRANKIE HAMBERLIN
DISTRICT CLERK
115TH DISTRICT COURT
UPSHUR COUNTY**

PO. BOX 950
GILMER, TEXAS 75644
PHONE: (903) 843-5031

**DENISE BERRY
CHIEF DEPUTY**

May 7, 1998

Commissioners' Court

The office of the District Clerk requests to be put on the Commissioners' Court Agenda for July 11, 1998 meeting. The District Clerk requests that she and a deputy be approved to go to the Annual County & District Clerks Conference in Abilene, Texas June 21 through June 26 1998.

Sincerely

Frankie Hamberlin

Frankie Hamberlin
District Clerk

REX A. STAFF
COUNTY CLERK
98 MAY 11 AM 11:02
UPSHUR COUNTY, TX
BY _____
DEPUTY



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

SERVING A FOURTEEN-COUNTY REGION

May 8, 1998

Dona Flippo
9-1-1 Addressing Coordinator
Upshur County
P O Box 730
Gilmer, Texas 75644

Dear Ms. Flippo,

The purpose of this letter is to reiterate the items discussed at our meeting of May 7, 1998 and the steps to be taken to help relieve problems that you have encountered. We feel that good things came out of the meetings and some items will benefit all those performing addressing. Specifically there seemed to be some assumptions as to actions, inaction and knowledge on both our parts. We appreciate your candid comments and the recognition that addressing requirements can be very complex and confusing. The following actions will be taken in the future to assist you as well as others.

1. Address all issues in the future in writing, with specific book or documentation references, which should assist you in providing new information and/or corrections, as we need it.
2. Written correspondence will be sent to ACSEC in conjunction with NENA for a 9-1-1 Database Course to be provided in our area in the near future. (Understand that the cost of this course will be the responsibility of the individual attendees, with a minimum cost of \$195.00)
3. Hold a regional addressing seminar to:
 - a. Review existing databases and procedures as they pertain to BTCOG
 - b. Distribute materials on submission procedures
 - c. Review materials to assist in address procedures
 - d. Discuss any changes that have occurred in procedures and their impact on projects
 - e. Provide graphic formats for submission of certain data
 - f. Provide general project assistance.

One additional item that may assist you with this project is to make a work plan, if you have not already done so. Those directions can be found in the ACSEC Address Handbook for Local Governments referred to as an "Addressing Timeline", Page 9. If you would like an example of a completed timeline, we would be happy to forward it to you. If you have already made one, we would appreciate a copy for our files.

As always, we appreciate the diligence and support of this project. If you have any questions, please call

Sincerely,
Carolyn Flores
Carolyn Flores
9-1-1 Coordinator

cc: Judge Charles Still
Commissioner Gaddis Lindsey
Commissioner Tommy Stanley
Mr. David Royer, Upshur EMS
Glynn Knight, Executive Director
Gary Price, Director of Criminal Justice and Public Safety

FILED
REX A SHAW
COUNTY CLERK
98 MAY 11 AM 11:02
UPSHUR COUNTY, TX.
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE 5-5-98

FILED
REX A SHAW
COUNTY CLERK
98 MAY 11 AM 11:50
UPS HUR COUNTY

Formal notice is hereby given that David Smith
principal address is W. 1601 does hereby propose
to place a Culvert within the ROW of County Road
Snyder Rd. 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 _____ 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
[Signature]
COMMISSIONER PCT. 1

[Signature]
COMMISSIONER PCT. 2

[Signature]
COMMISSIONER PCT. 3

[Signature]
COMMISSIONER PCT. 4

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1

DATE 3-26-98

Formal notice is hereby given that Clayton Davis whose principal address is Longview, Tex Box 5308 does hereby propose

to place a Culvert within the ROW of County Road

Quail. 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 _____ TITLE _____

APPROVAL OF PERMIT APPLICATION

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

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

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

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located 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.

FILED
REX A SHAW
COUNTY CLERK
98 MAY 11 AM 11:02
UPSHER COUNTY TEXAS
BY _____

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
[Signature]
COMMISSIONER PCT. 1
[Signature]
COMMISSIONER PCT. 2

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

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT

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

PRECINCT 1

DATE 4-29-98

FILED
REX A. STANLEY
CLERK
98 MAY 11 AM 11:02
UPS HUR COUNTY TX.
BY tel 845-11648

Formal notice is hereby given that Dana Popplewell whose principal address is Gilmer, TX 201 [unclear] does hereby propose to place a Culvert within the ROW of County Road Pine Ridge. 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 _____ TITLE _____

APPROVAL OF PERMIT APPLICATION

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

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

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

1. Baricades, 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 closes: 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
Walter L. Smith
COMMISSIONER PCT. 1
James H. Stanley
COMMISSIONER PCT. 2

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

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned FOREST RESOURCE RECOVERY, 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) _____

ASPEN & SPRUCE

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.

X Devickel

First Party Signature

RT. 1 BOX 307-A

Street or Box

QUEEN CITY, TX. 75561

City, State and Zip Code

903-728-5233

Telephone

Timber Tract

4-29-98

Date Signed

[Signature]

County Judge

[Signature]

Commissioner 1

[Signature]

Commissioner 2

[Signature]

Commissioner 3

[Signature]

Commissioner 4

Date Signed

BY _____
SPECIAL AGENT, TEX.
PROPERTY

98 MAY 11 AM 11:02

FILED
REX A. SHAW
COUNTY CLERK

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

The undersigned Cypress River 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) off 52. main due west 1/2 mile continued on N. Astoria

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.

Janet VanSuser
First Party Signature
4015 Valley Ranch
Street or Box
Longview TX 75602
City, State and Zip Code
236-7696
Telephone
Williamson
Timber Tract
5-4-98
Date Signed

[Signature]
County Judge
Gaddis Fuchs
Commissioner
Tommy [Signature]
Commissioner
[Signature]
Commissioner
[Signature]
Commissioner
Date Signed

FILED
REX A. SHAW
COUNTY CLERK
98 MAY 11 AM 11:02
UPSHUR COUNTY, TX

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

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) County off 271 to N. Paint on to Willow Oak

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 digging mud 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.

Dawn Williams
First Party Signature
1312 Fritz Swanson
Street or Box
Kilgore, TX 75662
City, State and Zip Code
903-986-3802
Telephone

Timber Tract
5-1-98
Date Signed

Ch
County Judge
Adonis Smith
Commissioner 1
Tommy Stankle
Commissioner 2
[Signature]
Commissioner 3
[Signature]
Commissioner 4
Date Signed

FILED
HEX A SHAW
FFK
MAY 11 11:11:02
COC

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 Edsel Taylor, 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) from 155 to Mulberry to Orange

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

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

Edsel Taylor, Inc.
First Party Signature

RT 3 Box 307-E
Street or Box

Queen City, TX 76572
City, State and Zip Code

903-728-5233
Telephone

Towery
Timber Tract

Date Signed

Permit issued for a period not to exceed 90 days.

Ch
County Judge

Godwin Luck
Commissioner 1

Tommy Stader
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

[Signature]
Date Signed

FILED
REX A. SHAW
COUNTY CLERK
98 MAY 11 AM 11:02
UPSHUR COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Equal Logging Inc., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. , Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 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) 155 ft Spruce to copper
foot part boundary

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.

Tony Wilbanks
First Party Signature
RT 3 Box 307-E
Street or Box
Waco City, TX 76782
City, State and Zip Code
903-728-5233
Telephone
Coke
Timber Tract

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

FILED
REX A. SHAW
COURT CLERK
98 MAY 11 11:02 AM '02

Date Signed _____

Date Signed _____

Permit issued for a period not to exceed 90 days.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2

DATE May 6, 1998

Formal notice is hereby given that Diana Water Supply Corp. whose principal address is P.O. Box 74, Diana, TX 75640 does hereby propose to place a 6" waterline within the ROW of County Road Teachers Ridge Road. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 1st day of June, 1998.

I, Duane Burcham, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Duane E. Burcham TITLE Manager

APPROVAL OF PERMIT APPLICATION

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

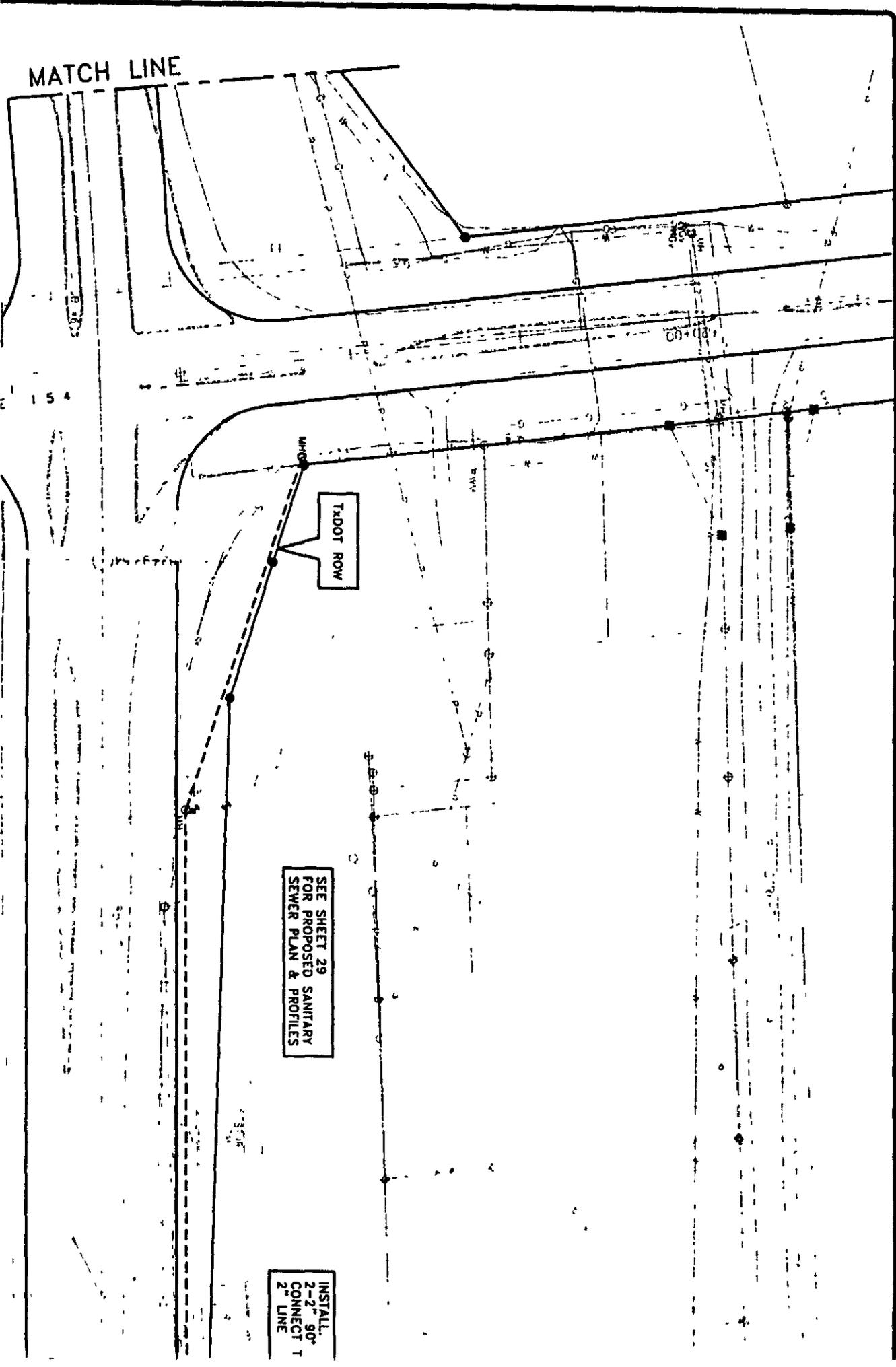
It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase,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

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

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

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.

MATCH LINE



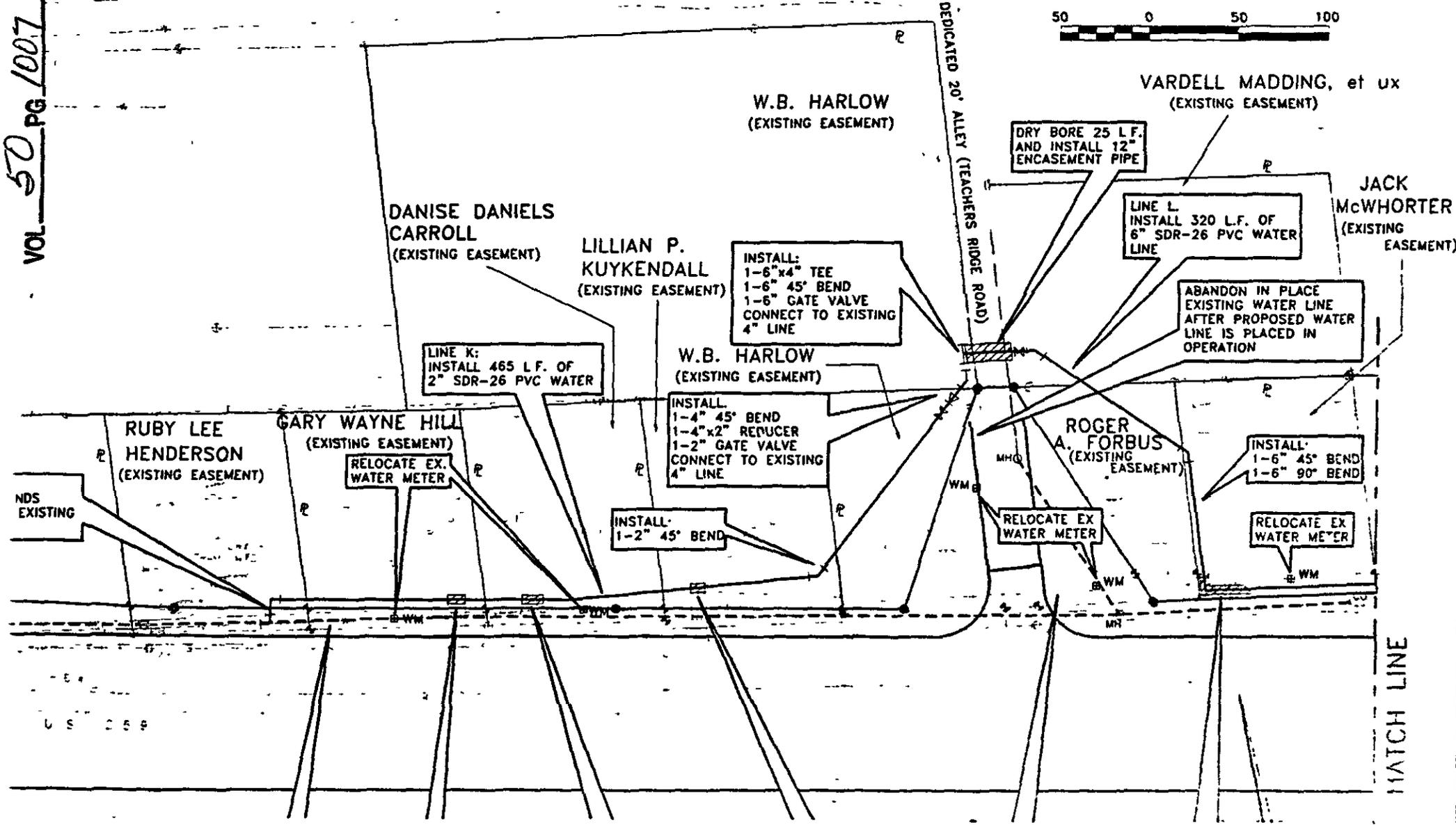
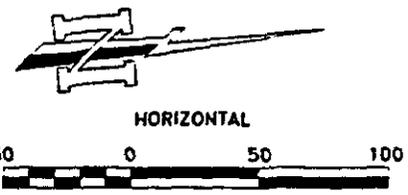
TxDOT ROW

SEE SHEET 29
FOR PROPOSED SANITARY
SEWER PLAN & PROFILES

INSTALL
2-2" 90°
CONNECT T
2" LINE

154

VOL 50 PG 1007



W.B. HARLOW
(EXISTING EASEMENT)

VARDELL MADDING, et ux
(EXISTING EASEMENT)

DANISE DANIELS
CARROLL
(EXISTING EASEMENT)

LILLIAN P.
KUYKENDALL
(EXISTING EASEMENT)

DRY BORE 25 L.F.
AND INSTALL 12"
ENCASEMENT PIPE

LINE L
INSTALL 320 L.F. OF
6" SDR-26 PVC WATER
LINE

JACK
McWHORTER
(EXISTING
EASEMENT)

INSTALL:
1-6"x4" TEE
1-6" 45° BEND
1-6" GATE VALVE
CONNECT TO EXISTING
4" LINE

ABANDON IN PLACE
EXISTING WATER LINE
AFTER PROPOSED WATER
LINE IS PLACED IN
OPERATION

LINE K:
INSTALL 465 L.F. OF
2" SDR-26 PVC WATER

W.B. HARLOW
(EXISTING EASEMENT)

INSTALL:
1-4" 45° BEND
1-4"x2" REDUCER
1-2" GATE VALVE
CONNECT TO EXISTING
4" LINE

INSTALL:
1-6" 45° BEND
1-6" 90° BEND

RUBY LEE
HENDERSON
(EXISTING EASEMENT)

GARY WAYNE HILL
(EXISTING EASEMENT)

RELOCATE EX.
WATER METER

ROGER
A. FORBUS
(EXISTING
EASEMENT)

RELOCATE EX
WATER METER

INSTALL:
1-2" 45° BEND

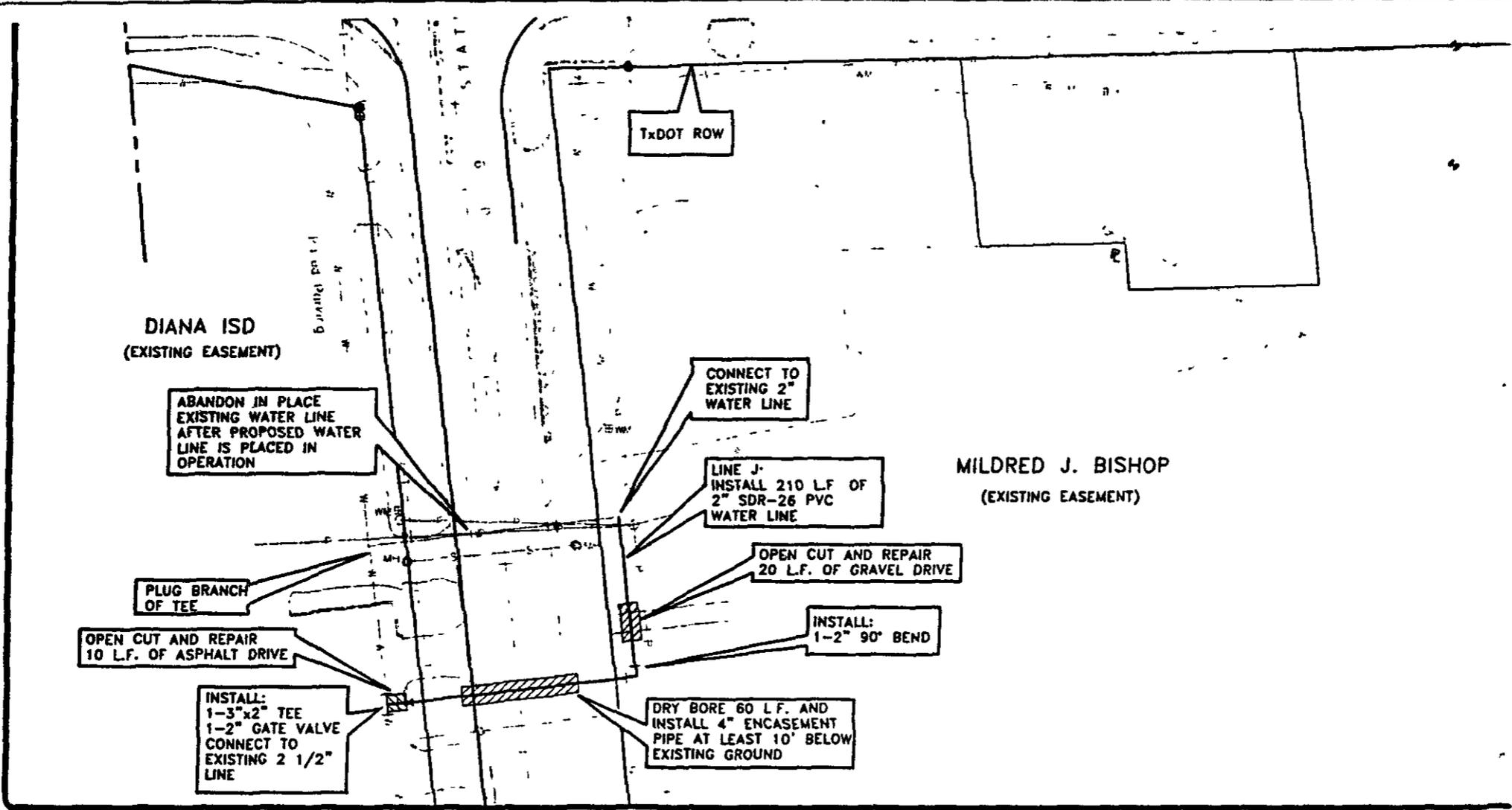
RELOCATE EX
WATER METER

NDS
EXISTING

MATCH LINE

U S 2 5 9

VOL. 50 PG. 1008



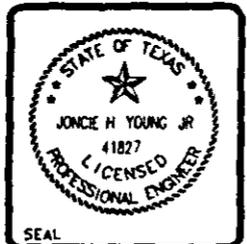
MARK	REVISION	BY	CK	DATE


KSA
ENGINEERS, INC.
 Engineers ♦ Planners ♦ Surveyors

140 E TYLER ST. SUITE 600
 PO BOX 1552 LONGVIEW, TEXAS 75606-1552
 903-236-7700 903-236-7779 (FAX)

Office In
 Longview
 Tyler
 Lufkin
 Austin
 Dallas
 Fort Smith

DRAWN BY	J.D.B.
DESIGNED BY	J.H.Y.
LATEST REVISION	04/16/98
KSA JOB NO	DW-015



U.S. 259 L.

 DIAI

 PROJECT NAME

Vol. 50 PG 1009

ABANDON IN PLACE
EXISTING WATER LINE
AFTER PROPOSED WATER
LINE IS PLACED IN
OPERATION

OPEN CUT AND
REPAIR 15 LF
OF GRAVEL DRIVE

OPEN CUT AND
REPAIR 15 LF
OF GRAVEL DRIVE

OPEN CUT AND
REPAIR 10 LF.
OF GRAVEL DRIVE

ABANDON IN PLACE
EXISTING WATER LINE
AFTER PROPOSED WATER
LINE IS PLACED IN
OPERATION

OPEN CUT AND
REPAIR 40 LF
OF GRAVEL DRIVE

ABANDON IN PLACE
EXISTING WATER LINE
AFTER PROPOSED WATER
LINE IS PLACED IN
OPERATION

FILED
MAY 11 4:11-02
U.S. DEPARTMENT OF AGRICULTURE
NATIONAL ARCHIVES
REPRODUCTION SERVICE

TILITY RELOCATIONS

JA WATER SUPPLY
CORPORATION

SHEET NAME

U.S. HIGHWAY 259 WATER RELOCATIONS

DRAWING SCALE

VERTICAL N/A

HORIZONTAL 1"=50'

PLOTTING SCALE 1:50

FILE NAME W27-E

SHEET NO

8

31

