

NOTICE OF MEETING  
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
TUESDAY, MAY 26, 1998, 9:00 AM, SPECIAL SESSION  
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider approval of any budget amendments and take appropriate action.
3. Consider approval of accounts payable and take action.
4. Consider any payroll changes and take appropriate action.
5. Consider any change orders or contracts on the jail expansion and take appropriate action.
6. Accept financial statement.
7. Consider renewing contract between Upshur County and the Upshur County Child Welfare Board.
8. Consider action to approve establishment of a Day Boot Camp for juvenile offenders in Upshur County.
9. Consider approval of a resolution in support of charging jail inmates per diem.
10. Consider adoption of a resolution opposing the EPA's stormwater discharge regulations.
11. Consider payment to Upshur Rural Electric for relocating lines on FM 1845 right of way.
12. Open bids for motor grader for Pct. 1 and take necessary action.
13. Open bids for Road Reclaimer/Recycler for Pct. 4 and take action.
14. Consider approval of purchasing a truck through IIGAC for Pct. 2.
15. Consider approval to advertise for bids for a used portable pugmill for Pct. 3.
16. Accept new Cobra insurance rates for terminated employees; effective 6-1-98 to 5-31-99.
17. Approve applications for use of Upshur County roads and right of way.
18. Consider going into Executive Session as authorized by VTCA Gov. Code Sec. 551.071 (1) (A).
19. Re-convene into open session.

*Charles L. Still*

Charles L. Still  
County Judge

FILED  
REX A. STARR  
COUNTY CLERK  
98 MAY 22 AM 8:08  
UPSHUR COUNTY, TX  
REPORT

UPSHUR COUNTY COMMISSIONERS COURT

5-26-1998

COMMISSIONERS COURT MET IN REGULAR SESSION. ALL MEMBERS PRESENT.

1. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE MINUTES OF PREVIOUS MEETING DATED 5-11-1998. MOTION CARRIED.

2. MOTION BY KENNEY THOMPSON SECONDED BY RICK JACKSON TO APPROVE BUDGET AMENDMENT REQUESTING ADDITIONAL FUNDING FOR ASSISTANT IN COUNTY AUDITOR'S OFFICE. MOTION CARRIED WITH COMMISSIONER TOMMY STANLEY AND COMMISSIONER GADDIS LINDSEY VOTING NO AND COMMISSIONERS JACKSON AND THOMPSON VOTING YEAH WITH JUDGE CHARLES STILL BREAKING TIE WITH A YEAH VOTE. MOTION CARRIED. COPY ATTACHED.

MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE ALL OTHER BUDGET AMENDMENTS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. COPIES ATTACHED.

18. COMMISSIONERS COURT WENT INTO EXECUTIVE SESSION.

19. COMMISSIONERS COURT RECONVENED INTO REGULAR SESSION AT APPROXIMATELY 9:35 A.M.

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

4. MOTION BY TOMMY STANLEY SECONDED BY KENNEY THOMPSON TO APPROVE THE FOLLOWING PAYROLL CHANGES:

GARY ROBERTS-DUE TO LONGEVITY INCREASE  
JAMES STOKER-DUE TO LONGEVITY INCREASE  
PEGGY GILES-DUE TO LONGEVITY INCREASE  
SHELIA HAYES-DUE TO LONGEVITY INCREASE  
JOEL BULLOCK-DUE TO LONGEVITY INCREASE  
RAY HELPENSTILL-DUE TO LONGEVITY INCREASE  
JOE DANIELS-DUE TO LONGEVITY INCREASE  
WAYNE BALLARD-DUE TO LONGEVITY INCREASE  
JAMES WILSON-DUE TO LONGEVITY INCREASE  
BRANDY MONTS-DUE TO LONGEVITY INCREASE  
WANDA HUTCHINS-DUE TO LONGEVITY INCREASE  
HARRY CROCKETT-DUE TO LONGEVITY INCREASE  
OSCAR ROBERTSON-DUE TO LONGEVITY INCREASE  
PATSY FAILS-DUE TO LONGEVITY INCREASE  
PAT BLACKSTONE-DUE TO PROMOTION  
MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL THE ABOVE ATTACHED.

5. MOTION BY RICK JACKSON SECONDED BY KENNEY THOMPSON TO RECORD THE FOLLOWING CHANGE ORDERS:

**CONTRACTOR**

GAY AND SON MASONRY, INC.  
PROGRESSIVE MASONRY AND CONTRACTING SERVICES, INC.  
GAY AND SON MASONRY, INC.

MOTION CARRIED. COPIES ATTACHED

6. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE TABLING AGENDA ITEM CONCERNING ACCEPTING FINANCIAL STATEMENTS. MOTION CARRIED.

7. MOTION BY KENNEY THOMPSON SECONDED BY TOMMY STANLEY TO APPROVE RENEWING CONTRACT BETWEEN UPSHUR COUNTY AND THE UPSHUR COUNTY CHILD WELFARE BOARD. MOTION CARRIED. COPY ATTACHED.

8. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO APPROVE THE REQUEST OF RONNIE MITCHELL, CHIEF JUVENILE PROBATION OFFICER FOR AN ESTABLISHMENT OF A DAY BOOT CAMP FOR JUVENILE OFFENDERS IN UPSHUR COUNTY. BUILDING TO BE USED IS BUILDING NOW CURRENTLY BEING USED FOR JUVENILE SERVICES, 113 SIMPSON STREET. MOTION CARRIED. COPY OF THE FACILITY PROPOSAL ATTACHED.

9. MOTION BY KENNEY THOMPSON SECONDED BY RICK JACKSON TO ADOPT RESOLUTION IN SUPPORT OF INMATE REIMBURSEMENT LEGISLATION. MOTION CARRIED. COPY ATTACHED.

10. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO ADOPT RESOLUTION OPPOSING THE ENVIRONMENTAL PROTECTION AGENCY'S STORMWATER DISCHARGE REGULATIONS, PHASE II. MOTION CARRIED. COPY ATTACHED.

11. NO ACTION TAKEN ON AGENDA ITEM CONCERNING PAYMENT TO UPSHUR RURAL ELECTRIC FOR RELOCATING LINES ON FM 1845 RIGHT OF WAY.

12. NO ACTION TAKEN ON AGENDA ITEM CONCERNING OPENING BIDS FOR MOTOR GRADER FOR PRECINCT. 1. THERE WERE NO BIDS. COPY ATTACHED.

13. THE FOLLOWING BIDS WERE SUBMITTED FOR ROAD RECLAIMER/RECYCLER FOR PRECINCT 4:

NAME OF BIDDER	AMOUNT OF BID
DARR EQUIPMENT	\$195,575.02
NICHOLS MACHINERY COMPANY	\$166,814.50

MOTION BY KENNEY THOMPSON SECONDED BY RICK JACKSON TO ACCEPT BID SUBMITTED BY DARR EQUIPMENT. MOTION CARRIED WITH COMMISSIONER GADDIS LINDSEY VOTING NO. COMMISSIONER LINDSEY STATED THE REASON HE WAS VOTING NO WAS BECAUSE HE THOUGHT ACTION WAS VIOLATION OF THE LAW. COPY OF BIDS SUBMITTED ATTACHED.

14. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE THE PURCHASE OF A TRUCK FOR PRECINCT 2 THROUGH HOUSTON GOVERNMENT AREA COUNCIL. MOTION CARRIED.

15. MOTION BY RICK JACKSON SECONDED BY KENNEY THOMPSON TO APPROVE ADVERTISING FOR BIDS FOR A USED PORTABLE PUGMILL FOR PRECINCT 3. MOTION CARRIED.

16. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ACCEPT NEW COBRA INSURANCE RATES FOR TERMINATED EMPLOYEES: EFFECTIVE 6-1-1998 TO 5-31-1999. MOTION CARRIED. COPY ATTACHED.

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

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY PATTERSON AND DAVIS LOGGING TO HAUL LOGS ON LIVE OAK.

PERMIT APPLICATION SUBMITTED BY ETEX TELEPHONE CORPORATION TO PLACE A TELEPHONE CABLE (FIBER OPTIC) IN ROW OF CEDAR AND BOND DRIVE.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY FOREST RESOURCE RECOVERY TO HAUL LOGS ON LIVE OAK.

PERMIT APPLICATION SUBMITTED BY C. W. RESOURCE TO PLACE A GAS LINE IN ROW OF BOB-O-LINK.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY ROBERTSON LOGGING COMPANY TO HAUL LOGS ON VERBENA, TRUMPET AND WILD DAISY.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY ALLEN SEAHORN AND STEPHEN DAVIS TO HAUL LOGS ON FOX.

PERMIT APPLICATION SUBMITTED BY L. K. SIMMONS TO PLACE A CULVERT IN ROW OF OCELOT.

PERMIT APPLICATION SUBMITTED BY NEAL STANLEY TO PLACE A CULVERT IN ROW OF GARDENIA ROAD.

PERMIT APPLICATION SUBMITTED BY BYBEE WEISINGER TO PLACE A CULVERT IN ROW OF BOBWHITE ROAD.

PERMIT APPLICATION SUBMITTED BY BILL JUSTICE TO PLACE A

CULVERT IN ROW OF CRABAPPLE ROAD, JUST OFF CHINABERRY.

PERMIT APPLICATION SUBMITTED BY LEON CLIFT TO PLACE A CULVERT IN ROW OF MOCKINGBIRD.

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

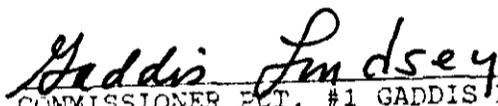
SPECIAL ROAD USE AGREEMENT SUBMITTED BY NEWLAND LAND & TIMBER TO HAUL LOGS ON GROUSE.

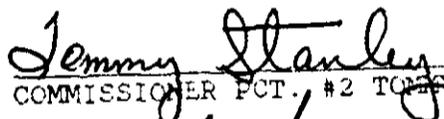
MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL THE ABOVE ATTACHED.

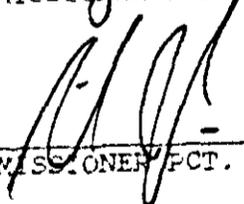
MOTION BY RICK JACKSON SECONDED BY GADDIS LINDSEY TO ADJOURN. MOTION CARRIED.

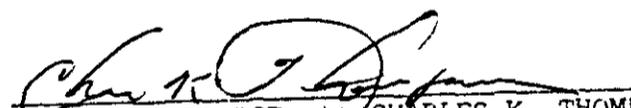
ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

  
\_\_\_\_\_  
JUDGE CHARLES STILL

  
\_\_\_\_\_  
COMMISSIONER PCT. #1 GADDIS LINDSEY

  
\_\_\_\_\_  
COMMISSIONER PCT. #2 TOMMY STANLEY

  
\_\_\_\_\_  
COMMISSIONER PCT. #3 RICK JACKSON

  
\_\_\_\_\_  
COMMISSIONER PCT. #4 CHARLES K. THOMPSON

UPSHUR COUNTY  
BUDGET AMENDMENTS

The following budget amendments were approved on this the 26<sup>TH</sup>  
day of MAY, 1998.

Charles Still  
Charles Still, County Judge

\_\_\_\_\_  
Gaddis Lindsey, Comm. Pct. 1

\_\_\_\_\_  
Tommy Stanley, Comm. Pct. 2

Rick Jackson  
Rick Jackson, Comm. Pct. 3

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

FILED  
R. X. A. SHAW  
COUNTY CLERK  
98 MAY 26 PM 5:00  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

BUDGET AMENDMENT

Date: 5-26-98

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:			<u>RESERVES</u>	
To:	<u>10</u>	<u>495</u>	<u>1200</u>	<u>6095.10</u>
			<u>2150</u>	<u>467.00</u>
			<u>2300</u>	<u>528.00</u>
			<u>2450</u>	<u>10.00</u>
Reason:			<u>4502</u>	<u>500.00</u>
			<u>3010</u>	<u>500.00</u>

Reason: Assistant

Ben Shepard  
Department Head Co. Auditor

8100

Attest - County Clerk

UPSHUR COUNTY  
BUDGET AMENDMENTS

The following budget amendments were approved on this the 26<sup>TH</sup>  
day of MAY, 1998.

Charles B. 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 26 PM 5:00  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

**BUDGET AMENDMENT**

Date: 5-26-98

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:	10	476	4485	200
To:	10	476	4600	200

Reason:

SS TC  
Department Head Dist Atty

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

BUDGET AMENDMENT  
LINE ITEM TRANSFER

Date 5-26-98

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>426</u>	<u>4502</u>	<u>39</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO	<u>10</u>	<u>426</u>	<u>4495</u>	<u>39</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON

Charles L. Still  
Dept. Head County Ct.

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

BUDGET AMENDMENT  
LINE ITEM TRANSFER

Date 5-26-98

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>435</u>	<u>4125</u>	<u>5000</u>
			<u>425</u>	<u>50</u>
TO	<u>10</u>	<u>435</u>	<u>4145</u>	<u>5000</u>
	<u>0</u>	<u>435</u>	<u>4600</u>	<u>50</u>

REASON Transcripts

Lauren Parish

Dept. Head Asst. Ct.

Attest: County Clerk

BUDGET AMENDMENT  
LINE ITEM TRANSFER

Date 5-26-98

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>510</u>	<u>3470</u>	<u>2000</u>
	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
TO	<u>10</u>	<u>510</u>	<u>3480</u>	<u>2000</u>
	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>

REASON:

Ray Roeder  
Dept Head Buildings

Attest: \_\_\_\_\_  
County Clerk

**BUDGET AMENDMENT**

Date: 5-26-98

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:		<u>RESERVES</u>		
To:	10	552	3200	1500
	10	552	3420	500
	10	552	5350	550
Reason:		<u>BUDGET OVERAGES</u>		
				<u>2550</u>

Billy Rogers  
Department Head PCT 2 CONSTABLE

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

BUDGET AMENDMENT

Date: 5-26-98

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	452	4175	4000

Reason: Autopsies

[Signature]  
Department Head Pet 2 JP

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

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 May 1998

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/26/98 thru 05/28/98

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
77745-APCA	05/26/98	360 COMMUNICATIONS	\$316.88	\$78.72	PCT#1-ACCT#0M05987/MAY 11'98 BILLING
				\$63.51	PCT#2-ACCT#0M04012/MAY 11'98 BILLING
				\$156.26	SUP&CCP-ACCT#GM00318/MAY 11'98 BILLING
				\$18.39	JUV PROB-acct#gm00626/MAY 11'98 BILLING
77746-APCA	05/26/98	ACCU CHEM LABORATORIES	\$217.50	\$217.50	CCP-PROFILES/0216600; 217809; 219384; 217993
77747-APCA	05/26/98	ARAMARK UNIFORM SERVICES, IN	\$697.61	\$27.35	CD BLDGS-CUST#12829001/UNIFORM SERVICE
				\$54.40	PCT#1-CUST#5945001/UNIFORM SERVICE
				\$46.80	PCT#2-CUST#5935001/UNIFORM SERVICE
				\$46.10	PCT#3-CUST#5963001/UNIFORM SERVICE
				\$27.35	CD. BLDGS-CUST#12829001/UNIFORM SERVICE
				\$53.65	PCT#1-CUST#5945001/UNIFORM SERVICE
				\$46.80	PCT#2-CUST#5935001/UNIFORM SERVICE
				\$46.10	PCT#3-CUST#5963001/UNIFORM SERVICE
				\$27.35	CD. BLDGS-CUST#12829001/UNIFORM SERVICE
				\$53.65	PCT#1-CUST#5945001/UNIFORM SERVICE
				\$61.95	PCT#2-CUST#5935001/UNIFORM SERVICE
				\$46.80	PCT#3-CUST#5963001/UNIFORM SERVICE
				\$27.35	CD BLDGS-CUST#12829001/UNIFORM SERVICE
				\$54.40	PCT#1-CUST#5945001/UNIFORM SERVICE
				\$46.80	PCT#2-CUST#5935001/UNIFORM SERVICE
				\$46.10	PCT#3-CUST#5963001/UNIFORM SERVICE
				\$19.39cr	PCT#1-ACCT#5920000/OVERPAYMENT
77748-APCA	05/26/98	AT & T INFORMATION SYSTEMS	\$1.64	\$1.64	TELE COMM-ACCT#7303179690001/MAY 12'98 BILLING
77749-APCA	05/26/98	ATCO MANUFACTURING CO	\$338.00	\$338.00	PCT#3-CUST#133805/BUCKAROO
77750-APCA	05/26/98	BAXTER SALES CO., INC.	\$456.30	\$236.86	CD. JAIL-CUST#100950/TISSUE; GLOVES
				\$219.44	CD JAIL-CUST#100950/TOWELS; TRASH BAGS
77751-APCA	05/26/98	BENNIE C. BOLES	\$804.20	\$51.92	D. CT-VISITING JUDGE EXPENSES 02/23/98
				\$101.84	D CT-VISITING JUDGE EXPENSES 03/30&31/98
				\$246.76	D. CT-VISITING JUDGE EXPENSES 03/23-27/98
				\$403.68	D. CT-VISITING JUDGE EXPENSES/8 DAYS 03/09-20/98
77752-APCA	05/26/98	BETTY FEIR & ASSOCIATES	\$745.00	\$745.00	D. CT-CAUSE#445-95/NICKELBUR CHILDREN
77753-APCA	05/26/98	BILLY ROGERS	\$418.03	\$418.03	ED FUND/CONST#2-REIMBURSE/CRIM FIRE ARMS SCHOOL
77754-APCA	05/26/98	BOB BARKER CO , INC	\$280.20	\$61.91	CD JAIL-ACCT#284154/SHIRTS, FREIGHT
				\$50.67	CD JAIL-CUST#284154/BELTS, FREIGHT
				\$167.62	CD. JAIL-CUST#284154/RAZORS; FREIGHT
77755-APCA	05/26/98	BOGEL SALES INC	\$1,044.51	\$420.56	CD BLDGS-CUST#870230/TOWELS; TISSUE, TRASHBAGS; LOTION; LUBRICANT
				\$623.95	CD BLDGS-CUST#870230/TISSUE; TOWELS, TRASH BAGS

vol 51 pg 15

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 May 1998

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 05/26/98 thru 05/26/98

PAGE 2

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
77756-APCA	05/26/98	CALANE, LINEBARDER&GRAHAM	\$3,840.37	\$3,840.37	CO. TAX-MARCH '98 DELINQUENT TAX ATTY FEES COLLECTED
77757-APCA	05/26/98	CALIBRE PRESS INC.	\$393.65	\$393.65	D. A. -BOOKS FOR TRAINING, ETC
77758-APCA	05/26/98	CAMP CO SHERIFF'S DEPT.	\$5,000.00	\$5,000.00	CO JAIL-APRIL '98/125days@\$40.00per day INMATES HOUSED
77759-APCA	05/26/98	CHEVRON U. S A INC	\$82.70	\$82.70	CO S-ACCT#789-878-984-2/GASOLINE
77760-APCA	05/26/98	CHILDERS & SONS REPAIR	\$30.00	\$30.00	CCP-(1)dr. GLASSES
77761-APCA	05/26/98	CLERK, SUPREME COURT OF TEXA	\$278.00	\$278.00	D. A-'98 STATE BAR MEMBERSHIP DUES
77762-APCA	05/26/98	COMMUNITY REHABILITATION	\$586.00	\$586.00	CCP-APRIL '98 COUNSELING
77763-APCA	05/26/98	COMPLETE BUSINESS	\$504.61	\$13.50	DISPATCH-CUST#LN04890/RICOH F4415(1000 COPIES MADE 01/01/98-02/01/98)
				\$7.69	JP#1-CUST#LN0461/COPY COUNT CONT. (626 COPIES MADE 04/01/98-05/01/98)
				\$225.90	CO CLK-CUST#LN0461/RICOH F5540(16733 COPIES MADE 04/01/98-05/01/98)
				\$33.05	CO TAX-CUST#LN0461/RICOH F5540(2448 COPIES MADE 04/01/98-05/01/98)
				\$25.65	CO S-CUST#LN0461/RICOH F4418(2075 COPIES MADE 04/01/98-05/01/98)
				\$27.31	D JUDGE-CUST#LN0461/RICOH F4418(2023 COPIES MADE 04/01/98-05/01/98)
				\$25.73	JP#2-CUST#LN0461/RICOH F4415(1906 COPIES MADE 04/01/98-05/01/98)
				\$101.28	D. CLK-CUST#LN0461/RICOH F5520(7502 COPIES MADE 04/01/98-05/01/98)
				\$44.50	CO LIB-CUST#LN0461/COPY COUNT CONT. (2781 COPIES MADE 04/01/98-05/01/98)
77764-APCA	05/26/98	COOPER, FLOWERS, DAVIS,	\$558.10	\$558.10	NON DEPT-PCM REF#7004945/SHAW 4/3/98
77765-APCA	05/26/98	DALLAS COUNTY INSTITUTE OF F	\$2,400.00	\$2,400.00	JP#2-SERVICES PERFORMED 04/01/98-04/30/98
77766-APCA	05/26/98	DEANNA DRENNAN	\$2,668.00	\$200.00	D CT-CAUSE#11, 855/ST. VS. H. D. RANDALL (REPORTERS RECORDS)
				\$33.00	D A-CAUSE#12, 083&12, 084/ST VS H HART (B. GIBSON S TESTIMONY)
				\$2,435.00	D CT-CAUSE#11, 946 & 11, 949/REPORTER'S RECORDS 01/12/98-02/10/98
77767-APCA	05/26/98	DENAYNE LaGRONE	\$523.77	\$523.77	CONST#2-REIMBURSE/NAT'L NARCOTIC DETECTOR CONF
77768-APCA	05/26/98	DIAMOND SHAMROCK	\$25.15	\$25.15	CO S-ACCT#770 057 75/GASOLINE

Vol 51 pg 16

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 May 1998

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 05/26/98 thru 05/28/98

PAGE 3

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
77769-APCA	05/26/98	DR. GEORGE A. FULLER III	\$85.00	\$85.00	CO. JAIL-JACKIE FULLER/MEDICAL
77770-APCA	05/26/98	DWIGHT A BRANNON	\$500.00	\$500.00	D CT-CAUSE#F-98-2557 & 2558-J2/ST VS T F PYLE
77771-APCA	05/26/98	EAST TEXAS MEDICAL CTR	\$152.29	\$97.00 \$55.29	IND-JEANNINE PHILLIPS/PRESCRIPTIONS IND-DANNY GRANVILLE/PHARMACY 4/17/98
77772-APCA	05/26/98	EASTEX CRUDE CO	\$3,500.00	\$3,500.00	PCT#3-S#928791 1977 HEIL TANKER TRAILER
77773-APCA	05/26/98	EBB B MOBLEY	\$1,250.00	\$1,250.00	D CT-CAUSE#11,416/ST. VS. R F. JOHNSON
77774-APCA	05/26/98	ELLIOTT ELECTRIC SUPPLY, INC	\$344.20	\$147.66 \$196.54	J CTR-CUST#3289472/ALUM/JACKET J. CTR-ACCT#3289472/(6)15A HOSP GFCI RECPT
77775-APCA	05/26/98	EXPRESS LUBE DBA	\$113.25	\$37.45 \$18.95 \$18.95 \$18.95	CO S-UNIT#3/OIL; FILTER; LABOR; INSPECTION CO. S-UNIT#9/OIL; FILTER; LABOR CO. S-UNIT#12/OIL; FILTER; LABOR CO S-UNIT#24/OIL; FILTER; LABOR CO. S-UNIT#18/OIL; FILTER; LABOR
77776-APCA	05/26/98	FAIRVIEW PRESS	\$17.95	\$17.95	JUV PROB-(1)STREET GANG BOOK
77777-APCA	05/26/98	FUTURE EQUIPMENT CO, INC	\$244.47	\$39.60 \$204.87	PCT#4-CUST#5UCP004/SHAFT PCT#2-CUST#5UCP002/ARM-LINK; BUSHING; FREIGHT
77778-APCA	05/26/98	GARY R TRAYLOR & ASSOCIATES	\$3,000.00	\$3,000.00	DIANA WATER-#717801/ADM FEE FEB-MARCH '98
77779-APCA	05/26/98	GENERAL TELEPHONE COMPANY	\$297.96	\$297.96	SUP-#L00-5437/MAY 7 '98 BILLING
77780-APCA	05/26/98	GILMER COUNSELING SERVICES	\$2,100.00	\$825.00 \$1,275.00	JUV PROB-APRIL '98 COUNSELING CCP-MARCH&APRIL '98. COUNSELING SERVICES
77781-APCA	05/26/98	GILMER DRUG COMPANY	\$327.45	\$51.72 \$12.73 \$39.91 \$21.39 \$2.94 \$49.58 \$5.74 \$117.76 \$25.68	CO JAIL-ANTHONY CHANDLER/PRESCRIPTION CO. JAIL-CHRISTINA HILL/PRESCRIPTION CO JAIL-HENRY NELSON/PRESCRIPTION CO JAIL-DENNIS MARTIN/SYRINGES CO. JAIL-HAROLD HART/PRESCRIPTION CO JAIL-KEVIN GREEN/PRESCRIPTIONS CO JAIL-SHAUN WEEKS/PRESCRIPTION CO. JAIL-HAROLD HART/PRESCRIPTIONS CO JAIL-KENNETH FREEMAN/PRESCRIPTIONS
77782-APCA	05/26/98	GILMER OFFICE CENTER	\$517.39	\$27.00 \$106.48 \$1.19 \$269.50 \$5.29 \$26.95 \$80.98	CO TAX-PRINT CARTRIDGE CO S-SUPPLIES 911-CORRECTION PEN D A -COPY PAPER I C -CLIPBOARD; SCOTCH TAPE; UNIVERSAL TAPE; BINDER INDEX SUP-(2)COLOR(1)BLK CARTRIDGES I C -LEDGER SHEETS WLJ10-6, LEDGER SHEETS WLJ010-6; CORRECTION PENS, SMALL PAPER CLIPS;

Vol 51 pg 17

Check #	HC Date...	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					JUMED PAPER CLIPS; INVISIBLE TAPE
77783-APCA	05/26/98	GOUDARZI & MORIN LAW FIRM	\$350 00	\$350 00	D CT-CAUSE#11, 738/ST. VS. K R KNIGHT
77784-APCA	05/26/98	H&D TIRE & AUTOMOTIVE	\$959 57	\$36 50	PCT#1-HYDRAULIC FITTING (2); HYDRAULIC HOSE; DRILL BITS (2); SILICONE
				\$159 99	PCT#3-DEWALT DRILL
				\$3 28	CO BLDG-FUNNEL SET; SPRAY BOTTLE
				\$137 30	PCT#1-BELTS; SOCKET; 20-PIECE GEAR WRENCH
				\$9 58	PCT#4-MAIL BOX
				\$59 36	PCT#3-DRILL BIT; WELDING RODS
				\$10 49	CONST#2-OUTLET CORD
				\$44 94	CO. BLDG-SAFETY SHIELD; SHIELDS FOR EYES
				\$18 40	PCT#3-SHOVEL; GRINDER ROCK
				\$3 95	CO BLDG-SCREWS; DRILL BIT
				\$104 67	PCT#2-DISC PADS
				\$27 92	PCT#3-SACRETE; SPEED SQUARE
				\$52 27	PCT#2-FITTING; SHOVELS; POSTHOLE DIGGERS
				\$58 03	CO. BLDG-GARDEN HOSE; FLEX HOSE
				\$21 57	PCT#4-GRAB HOOKS
				\$62 10	PCT#1-BELTS; HYDRAULIC FITTING (2); HYDRAULIC HOSE; HYDRAULIC OIL
				\$30 11	PCT#1-CREDIT FOR BELT; BELTS; FREON; SWITCH; CUT-OFF WHEELS
				\$11 40	CO. BLDG-V-BELTS
				\$14 21	CO BLDG-POP-UP SPRINKLER
				\$80 39	CCP-PARTS
				\$15 44	J.CTR-LAWN MATERIALS
				\$17 00	PCT#3-TUBE; LABOR
				\$14 80	PCT#2-DUST MASK
				\$28.66cr	PCT#1-RETURNED THREE BELTS
				\$5 47cr	PCT#1-RETURNED BELTS
77785-APCA	05/26/98	HERBERT L. YOUNG	\$8,788.31	\$210 06	CONST#2-(189)GALS. PREM(9)UNLEAD GAS
				\$1,403 00	PCT#2-GAS(610 GALS @ \$0.88); DIESEL
				\$16 81	PCT#2-DIESEL/30 GALS @ \$0.568
				\$1,476 36	PCT#4-GAS(710 GALS. @ \$0.873); DIESEL(1535 GALS @ \$0.558)
				\$112 00	CO JAIL-160 GALS DIESEL
				\$1,641 77	PCT3-GAS(610 GALS. @ \$0.896); DIESEL(1935 GALS @ \$0.566)
				\$1,932 26	PCT#1-GAS; DIESEL
				\$51 17	D A-48 GALS. GASOLINE
				\$27 16	PCT#2-GAS/31 GALS
				\$65 93	CONST#3-GASOLINE(75 GALS.)
				\$1,681 26	CO S-1737 GALS. GASOLINE
				\$170 93	CONST#4-GASOLINE/194 GALS.
77786-APCA	05/26/98	INDUSTRIAL STEEL	\$186.32	\$186 32	PCT#4-ANGLE IRON-20 FT.; 5# EXPANDED METAL - 4' X 8'

Vol 51  
Pg 18

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 May 1998

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/26/98 thru 05/28/98

PAGE 5

Check #...	HC Date ...	Vendor ...	Check Amount	Invoice Amt	Invoice Descriptions...
77787-APCA	05/26/98	INGRAM LIBRARY SERVICES	\$683.62	\$683.62	CO. LIB-ACCT#2083975/BOOKS(71)
77788-APCA	05/26/98	IRVIN TIRE COMPANY	\$204.36	\$66.88 \$137.48	CO BLDG8-TIRE LABOR CO. 8-UNIT#11/TIRES(2)
77789-APCA	05/26/98	JACKSON REPORTING SERVICES	\$80.00	\$80.00	D CT-COURT REPORTING 05/08/98
77790-APCA	05/26/98	JERROD DAVIS	\$150.00	\$75.00 \$75.00	CO CT-IN THE MATTER OF E O CO. CT-CAUSE#J-2-98/IN THE MATTER OF A D W
77791-APCA	05/26/98	JIM LIBERACKI	\$8.12	\$8.12	CONST#4-REIMBURSE/LAMINATED ID CARDS(O'NEAL PRINTING)
77792-APCA	05/26/98	JOHN DEERE CREDIT	\$853.40	\$853.40	PCT#2-INV#163988/ACCT#999994161/TRACTOR BACKHOE(6'98)
77793-APCA	05/26/98	KARMEN STEELMAN	\$23.15	\$23.15	CO TREAS-REIMBURSE/73 5mi@. 315e@ (HEALTHCARE MEETING@TYLER)
77794-APCA	05/26/98	KAVOUSSI & ASSOCIATES	\$249.00	\$249.00	COMPUTER-(1) COPY TRUTH-IN-TAXATION '98 SOFTWARE
77795-APCA	05/26/98	KERNS BAKERY	\$224.25	\$42.75 \$52.50 \$37.50 \$39.00 \$52.50	CO JAIL-57 LOAVES OF BREAD CO JAIL-70 LOAVES OF BREAD CO JAIL-50 LOAVES OF BREAD CO JAIL-52 LOAVES OF BREAD CO JAIL-70 LOAVES OF BREAD
77796-APCA	05/26/98	KILODRE COLLEGE	\$5.00	\$5.00	DA-JOSEPH LINCLE/TUITION FOR SPEC INVESTIGATIVE COURSE 04/22 & 23/98
77797-APCA	05/26/98	KIRBY RESTAURANT SUPPLY	\$110.00	\$110.00	CO. JAIL-ACCT#7009/DISHWASHER SERVICE 04/05/98-05/02/98
77798-APCA	05/26/98	KSA ENGINEERS, INC	\$8,700.00	\$8,700.00	DIANA WATER-RE DW-018 MARCH 1-3'98 BILLING
77799-APCA	05/26/98	LAUREN PARISH	\$400.00	\$400.00	MAY '98 JUVENILE PROBATION BOARD
77800-APCA	05/26/98	LAUREN PARISH	\$351.00	\$351.00	D. CT-REIMBURSE/'98-99 STATE BAR&SECTION DUES
77801-APCA	05/26/98	LESLIE'S SMALL ENGINES	\$263.51	\$263.51	(1)CS-3400 SAW,ECHO OIL
77802-APCA	05/26/98	LINDA KELLER	\$27.06	\$27.06	SUP-REIMBURSE/55mi@. 315e@; MEALS 5/98
77803-APCA	05/26/98	LONG MOTOR COMPANY, INC	\$553.01	\$237.99 \$250.71 \$64.31	CO S-UNIT#4/REPLACED SPEEDOMETER; REPAIRED ENGINE MISS CO S-UNIT#5/TRANSMISSION SERVICE; RELINED FRONT BRAKES CO S-UNIT#10/CHECKED & REPLACED PRESSURE SWITCH

Vol 51 Pg 19

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 May 1998

Approved Disbursements

ALL Checking Accounts

Disbursements Made from 05/26/98 thru 05/28/98

THE SOFTWARE GROUP, INC

PAGE 6

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
77804-APCA	05/26/98	MAYD H. DeLONY	\$195.00	\$195.00	R. D W-(100)ft. 4 1/2 O. D. WALL PIPE (ADDITIONAL EXPENSES)
77805-APCA	05/26/98	MED SHOP	\$104.18	\$104.18	DA-DELORES KNIGHT/HOT CHECK RESTITUTION
77806-APCA	05/26/98	MICHAEL MARTIN, ATTY	\$750.00	\$750.00	D CT-CAUSE#26-97/MOSLEY VS. MOSLEY (DIVORCE)
77807-APCA	05/26/98	MICHEAL SMITH	\$11.97	\$11.97	ELECTIONS-REIMBURSE/38m10. 315ea (DELIVER ELECT MATERIALS)
77808-APCA	05/26/98	MICRO TECHNIQUES	\$1,390.95	\$1,272.00	COMPUTER-(5)MYSE REPAIRED; HP LASER JET; SERVICE CALL
				\$118.95	COMPUTER-CUST#UP01/SERVICE CALL; LABOR; FUSER UNIT FOR LASER JET
77809-APCA	05/26/98	N. & E. TX. CO. JUDGES & COMM. ASSOC	\$90.00	\$90.00	COMM. CT-REGIST/RICK JACKSON/ '98 ANNUAL CONF@TYLER)
77810-APCA	05/26/98	NICHOLS MACHINERY COMPANY	\$10,093.05	\$10,000.00	PCT#2-(1)MONTH RENTAL MODEL 53 PUGHILL (248hrs)
				\$1,829.15	PCT#4-ACCT#09048/SOCKETS(3); TINES; FREIGHT
				\$1,736.10cr	PCT#4-ACCT#09048/RETURNED TINES
77811-APCA	05/26/98	OLYMPIC WASTE - KILGORE	\$2,102.58	\$2,102.58	WASTE&PCT#1-ACCT#0700020542/APRIL '98 BILLING
77812-APCA	05/26/98	OTIS ELEVATOR COMPANY	\$184.59	\$184.59	TY78748E598/ELEVATOR MAINT 5/1-30/98
77813-APCA	05/26/98	P. C. SPORTS	\$43.30	\$43.30	D. A-JOEL L. DEAN/HOT CK RESTITUTION
77814-APCA	05/26/98	PATRICIA HARRISON	\$340.00	\$180.00	CO CT-COURT REPORTING 05/05/98
				\$180.00	CO CT-COURT REPORTING 05/06/98
				\$90.00	CO CT-COURT REPORTING 05/07/98
				\$90.00	CO CT-COURT REPORTING 05/14/98
77815-APCA	05/26/98	PATTON LAW FIRM	\$75.00	\$75.00	C CT-IN THE MATTER OF B. L. W. /MAY 15 '98
77816-APCA	05/26/98	PITNEY BOWES	\$387.76	\$387.76	NON. DEPT-ACCT#1288928/APR. 30 '98-MAY 30 '98 BILLING
77817-APCA	05/26/98	PIZZA HUT	\$29.71	\$29.71	D. CT-LUNCH FOR JURORS
77818-APCA	05/26/98	PROFESSIONAL FOOD SYSTEMS	\$958.07	\$341.80	CO JAIL-CUST#17130/ASSORTED FOODS
				\$416.27	CO. JAIL-CUST#17130/ASSORTED FOODS
77819-APCA	05/26/98	PROFESSIONAL TECHNICAL ASSIS	\$1,820.00	\$1,820.00	CO JAIL-REPAIR REPEATER (LIGHTENING DAMAGE IN FEB.)
77820-APCA	05/26/98	GULL CORPORATION	\$410.99	\$410.99	I C -HP PRINTER CARTRIDGES(92298A); HP INK JET CARTRIDGE(51645A); OFFICE DUSTER; 8 1/2 X 11 RULED PADS

Vol 51 pg 20

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 May 1998

THE SOFTWARE GROUP, INC

Disbursements Made from 05/26/98 thru 05/28/98

PAGE 7

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
77821-APCA	05/26/98	RICHARD PARKER PLUMBING	\$34.32	\$34.32	CO BLDGS-FISHER KIT;STEMS;HANDLES
77822-APCA	05/26/98	RID-X TERMITE & PEST CONTROL	\$650.00	\$650.00	CO LIB-TERMITE TREATMENT
77823-APCA	05/26/98	SCOTT-MERRIMAN, INC	\$864.57	\$777.00	CO CLK-BANKNOTE PAPER FOR BIRTH CERTIFICATES; SHIPPING CO. CLK-CUST#UPO1/ASSURED NAME CERTIFICATES; NOTICE IN PROBATE
77824-APCA	05/26/98	SHEPARD'S	\$278.12	\$83.87 \$194.25	D.A-ACCT#1200000339/APRIL'98 C(TX. CD ROM) LAW LIB-ACCT#1100082063/RENEWAL
77825-APCA	05/26/98	SHERRY FENNELL	\$37.70	\$14.92 \$22.78	CO. JAIL-REIMBURSE/MEALS(KILOORE SCHOOL) CO. S&JAIL-REIMBURSE/MEALS&GAS(TYLER SCHOOL)
77826-APCA	05/26/98	SIMPSONVILLE GROCERY	\$27.08	\$27.08	D.A-MELODY MERRITT/HOT CK. RESTITUTION
77827-APCA	05/26/98	SOUTHWESTERN BELL TELEPHONE	\$3.30	\$3.30	D JUDGE-ACCT#214-106-2236-218-3/MAY 01/98 BILLING
77828-APCA	05/26/98	SOUTHWESTERN ELECTRIC POWER	\$3,569.46	\$39.49 \$2,841.92 \$133.68 \$534.37	PORTER BLDG-ACCT#555685 2/MAY 14'98 BILLING J.CTR-ACCT#71686.0/MAY 14'98 BILLING BANK ANNEX-ACCT#25413695 5/MAY 14'98 BILLING CO. TAX-ACCT#25410695/MAY 14'98 BILLING
77829-APCA	05/26/98	STANDARD REGISTER	\$752.69	\$752.69	COMPUTER-(1)OKI ML591 PRINTER(CO AUD)
77830-APCA	05/26/98	STEWART ENGINEERING SUPPLY	\$50.46	\$50.46	911-CUST#AR3604/(2)36X150 & 24X150 INK JETS
77831-APCA	05/26/98	STINNETT GLASS & MIRROR CO	\$89.36	\$89.36	PCT#1-PIECE OF GLASS
77832-APCA	05/26/98	SUPERIOR GRAPHICS	\$731.36	\$731.36	D CLK-CRIMINAL MINUTES (VOL 34 & 35); CIVIL MINUTES (VOL 46 & 47); DIVORCE MINUTES/W INDEX; SHIPPING
77833-APCA	05/26/98	BYSCD FOOD SYSTEMS, INC.	\$971.25	\$519.13 \$452.12	CO JAIL-CUST#288639/ASSORTED FOODS CO. JAIL-CUST#288639/ASSORTED FOODS
77834-APCA	05/26/98	T A. S. C I.	\$150.00	\$150.00	SUP-REGISTRATION/LINDA KELLER(SEX OFFEND. CONF)
77835-APCA	05/26/98	TDCAA NOW TRUST FUND/T98	\$22.00	\$22.00	DA-CUST#UPSHUR-CDA/GUIDE TO REPORT WRITING; 1997 PENAL LAW SUMMARY. FREIGHT
77836-APCA	05/26/98	TELETOUCH CORPORATION	\$172.54	\$172.54	CO S-ACCT#3062303/PAGER SERVICE 05/01/98 BILLING
77837-APCA	05/26/98	TEXACO REFINING &	\$18.43	\$18.43	CO S-ACCT#61-030-2845-9/GASOLINE
77838-APCA	05/26/98	TEXAS AIR-HYDRAULIC	\$285.00	\$285.00	PCT#4-REPAIR HYDRAULIC JACK

Vol. 51 Pg. 21

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 May 1998

THE SOFTWARE GROUP, INC

Disbursements Made from 05/26/98 thru 05/28/98

PAGE 8

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
77839-APCA	05/26/98	TEXAS ALUMINUM INDUSTRIES, I	\$30.45	\$30.45	J. CTR-POST
77840-APCA	05/26/98	TEXAS ASSOC OF COUNTIES	\$7,099.00	\$7,099.00	#2300 3rd QTR WORK COMP
77841-APCA	05/26/98	TEXAS DEPT OF CRIMINAL JUSTI	\$19,574.96	\$19,574.96	CCP-CARRYOVER REFUND FY'97
77842-APCA	05/26/98	TEXAS DEPT OF TRANSPORTATION	\$1,505.50	\$1,505.50	R O W-DEFICIT/CR 425#SABINE RIVER CSJ 0919-02-011
77843-APCA	05/26/98	TEXAS STEEL CULVERT CO., INC.	\$3,131.64	\$3,131.64	PCT#1-CUST#01-29556000/CULVERTS(12)
77844-APCA	05/26/98	THE GILMER MIRROR	\$396.80	\$114.00 \$171.00 \$111.80	ELECTIONS-AD/AUTOMATIC TABULATING EQUIP TEST CO TREAS-2ND. QTR. TREASURER REPORT ADVERTISED CO JAIL-ACCT#245075/RADIO DISPATCH LOG
77845-APCA	05/26/98	THE RAILROAD YARD, INC.	\$7,459.52	\$7,459.52	PCT#3-USED STEEL PIPE FOR BARN
77846-APCA	05/26/98	THE TEXAS STATE COMPTROLLER	\$200.00	\$200.00	D A-MEMBERSHIP DUES 6/1/98-5/31/99
77847-APCA	05/26/98	THIS WAY SIGN	\$631.55	\$142.90 \$248.95 \$174.70 \$65.00	PCT#2-SIGNS/2 DEAD END; 2 SLOW CHILDREN AT PLAY PCT#1-SIGNS/CHILDREN AT PLAY; 4 MEN WORKING PCT#3-SIGNS/2 DEAD END; 4 30" R. R CO BLDGS-2 RESERVED PARKING SIGNS
77848-APCA	05/26/98	TOMMY STANLEY	\$61.41	\$61.41	PCT#2-REIMBURSE/COUNTY BUSINESS CALLS 5/98
77849-APCA	05/26/98	TRI STAR SUPPLY, INC.	\$66.52	\$66.52	PCT#3-CUST#A-00067/GREASE FITTING ASST.
77850-APCA	05/26/98	UPSHUR-RURAL ELECTRIC COOP ,	\$51.73	\$51.73	PCT#4-ACCT#121782522/MAY 15'98 BILLING
77851-APCA	05/26/98	VISA	\$1,238.68	\$1,238.68	JUV&ISP-ACCT#0767; 1906; 0783; 0775 5/5/98
77852-APCA	05/26/98	WAL-MART #146	\$187.15	\$151.15 \$36.00	DA-MURRELL D. NEWMAN/HOT CHECK REST. DA-VIRGINIA KEOWN/HOT CHECK RESTITUTION
77853-APCA	05/26/98	WAL-MART PHARMACY 10-0146	\$103.74	\$103.74	CO INDIG-D GRANVILLE; G. CROSS/PRESCRIPTIONS
77854-APCA	05/26/98	WALMART STORE #146	\$19.07	\$16.80 \$2.27	CO BLDGS-ACCT#188/CAULK; DIESEL TRMT. CO BLDGS-ACCT#188/LIQUID SOAP
77855-APCA	05/26/98	WELLBORN MECHANICAL SERVICE	\$817.00	\$120.00 \$225.00 \$360.00 \$112.00	J CTR-WORK ON COURTROOM UNIT; FREDON J CTR-WORK ON AC UNIT IN LOBBY J CTR-REPAIR AC UNIT#14 J CTR-REPAIR UNIT IN CELL BLOCK
77856-APCA	05/26/98	WEST PUBLISHING	\$2,268.25	\$27.40 \$37.40 \$354.50 \$80.75	CO CT-ACCT#866-760-500/TX LOCAL GOVERNMENT CODE 98 PAM CO CT-ACCT#866-760-500/TX PROB CD 98PAM CO CT-ACCT#866-760-500/TX ST AN98PP&SPL PA CO CT-ACCT#866-760-500/TX ST-GENERAL INDEX

Vol 8  
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

28 May 1998

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/26/98 thru 05/28/98

PAGE 9

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					2BKS
			\$12 00		LAW LIB-ACCT#858-338-296/TX PR V14, 2D 98PP
			\$25.65		D CLK-ACCT#472-423-378/TX RLS CT-ST&FED 1998 PAMP
			\$25.65		CD S-ACCT#864-734-396/TX RLS CT-ST&FED 1998 PAMP
			\$25.65		DA-ACCT#417-636-300/TX RLS CT-ST&FED 1998 PAMP
			\$25.65		COMM CT-ACCT#398-186-050/TX RLS CT-CT&FED 1998 PAMP
			\$25.65		D JUDGE-ACCT#240-543-314/TX RLS CT-ST&FED 1998 PAMP
			\$40.40		LAW LIB-ACCT#858-338-296/TX LAW FINDER 1998 PAMPHLET
			\$45.90		LAW LIB-ACCT#858-338-296/TX RLS CT-ST&FED 1998 PAMP
			\$41.60		LAW LIB-ACCT#858-338-296/TX EVID CTRM 2A 98ED
			\$88.25		LAW LIB-ACCT#858-338-296/AMER LAW REPTS. FED. V14 & QUICK IND. 97PP
			\$22.75		LAW LIB-ACCT#858-338-296/TX PR V11 2D 98PP
			\$30.00		LAW LIB-ACCT#858-338-296/TX PRAC VOL 1&2 1998PP
			\$40.50		LAW LIB-ACCT#858-338-296/FEDERAL REP 3D VOL 132
			\$90.75		DA-ACCT#417-636-300/TX RULES ANNO 1998 PP
			\$90.75		D CT-ACCT#240-543-314/TX RULES ANNO 1998 PP
			\$342.00		D CT-ACCT#240-543-314/CD ROM-TEXAS CASES SERV. 4/98-3/99
			\$192.00		D. CT-ACCT#240-543-314/CD ROM-TEXAS STAT & CODE AN 4/98-3/99 CHG
			\$96.00		D. CT-ACCT#240-543-314/CD ROM-TX DIG 4/98-3/99 CHG
			\$81.75		LAW LIB-ACCT#858-338-296/TX JURISPRUDENCE, 3D V41
			\$90.75		LAW LIB-ACCT#858-338-296/TX RULES ANNO 1998 PP
			\$158.50		LAW LIB-ACCT#858-338-296/USCA-GEN INDEX 9 VOLS & TBLs
			\$40.50		LAW LIB-ACCT#858-338-296/FEDERAL REP 3D VOL 133
			\$57.00		LAW LIB-ACCT#858-338-296/TX CASES V956-957
			\$58.75		LAW LIB-ACCT#858-338-296/TX PRAC VOL 40-43 1998PP
			\$19.60		CD JUDGE-ACCT#866-760-500/TX FAM CD 98PAM
77857-APCA	05/26/98	WHITE SWAN, NORTH	\$319.47	\$319.47	CO JAIL-CUST#420711/ASSORTED FOODS
77858-APCA	05/26/98	WINN'S AUTO & TRUCK REPAIR	\$682.92	\$464.19	CONST#2-FORD/BRAKE PADS, ROTORS, BELTS, COIL, LABOR
				\$19.00	CO S-UNIT#7/REPAIR SIGNAL LIGHT
				\$81.35	CO BLDGS-TURN ROTORS, REPLACE PADS & SEALS ON

VOL 51  
pg 23

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 May 1998

THE SOFTWARE GROUP, INC

Approved Disbursements  
ALL Checking Accounts  
Disbursements Made from 05/26/98 thru 05/28/98

PAGE 10

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$118 38	VAN CO. 8-UNIT#6/REPAIR POWER STEERING
77859-APCA	05/26/98	YOUNG'S HEATING & AIR	\$40 00	\$40 00	J_CTR-AIR CONDITIONER REPAIR
78065-APCA	HC 05/28/98	FILM TRANSIT CO.	\$39 50	\$39 50	CO BLDG-(1135 GAL DRUM "CT202" WATER TREATMENT RETURNED
Total for APCA - Accounts Payable Clearing Account			\$132,049 51		

Vol. 51 pg 24

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

Vol 51 PG 25

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 May 1998

THE SOFTWARE GROUP, INC.

Approved Disbursements  
ALL Checking Accounts  
Disbursements Made from 05/26/98 thru 05/28/98

PAGE 11

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1117-FNB 125	05/27/98	CLODDIE HENSON	\$55.18	\$55.18	125 UNREIMBURSED MEDICAL
1118-FNB 125	05/27/98	EVELYN JONES	\$127.60	\$127.60	125 UNREIMBURSED MEDICAL
1119-FNB 125	05/27/98	JERRY MOORE	\$58.80	\$58.80	125 UNREIMBURSED MEDICAL
1120-FNB 125	05/27/98	JO ANN LOETIS	\$240.00	\$240.00	125 UNREIMBURSED MEDICAL
1121-FNB 125	05/27/98	KAREN EAST	\$155.00	\$155.00	125 UNREIMBURSED MEDICAL
1122-FNB 125	05/27/98	KARMEN STEELMAN	\$248.09	\$248.09	125 UNREIMBURSED MEDICAL
1123-FNB 125	05/27/98	LARRY FORTSON	\$844.80	\$844.80	125 UNREIMBURSED MEDICAL
1124-FNB 125	05/27/98	LINDA TUEL	\$192.47	\$192.47	125 UNREIMBURSED MEDICAL
1125-FNB 125	05/27/98	LISA VINES	\$180.00	\$180.00	125 UNREIMBURSED MEDICAL
1126-FNB 125	05/27/98	MARY BRUNSON	\$185.00	\$185.00	125 UNREIMBURSED MEDICAL
1127-FNB 125	05/27/98	MIKE SMITH	\$228.35	\$228.35	125 UNREIMBURSED MEDICAL
1128-FNB 125	05/27/98	MYRA HARRIS	\$855.60	\$855.60	125 UNREIMBURSED MEDICAL
1129-FNB 125	05/27/98	REX SHAW	\$231.50	\$231.50	125 UNREIMBURSED MEDICAL
1130-FNB 125	05/27/98	STACI ELMORE	\$48.81	\$48.81	125 UNREIMBURSED MEDICAL

Total for FNB 125 - IRC/125 PLAN \$3,451.20

Grand Total \$135,700.71

130 records listed.

ALL  
60-CITY 62141186

*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

51 pp 26  
**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-1-98 Dept. 560/B. Sheriff  
 Employee Gary Roberts  
 Social Security No \_\_\_\_\_ Emp ID# 771

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

REASON(S) FOR THE CHANGE(S)

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

Comments Longevity 2 years \$8/month

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 5-22-98

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-1-98 Dept 611/Pct#1  
 Employee James Stoker  
 Social Security No \_\_\_\_\_ Emp ID# 277

NOI  
5  
PG  
27

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

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

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

Comments: Longevity 13 years \$52/month

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date: 5-22-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-1-98 Dept 650/Co. Library  
Employee Peggy Giles  
Social Security No. \_\_\_\_\_ Emp ID# 772

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

REASON(S) FOR THE CHANGE(S)

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

Comments Longevity 2 years \$8/month

Authorized by [Signature] Date 5-22-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-1-98 Dept 560/Co. Sheriff  
 Employee Shelia Harp  
 Social Security No \_\_\_\_\_ Emp ID# 437

VOL 1 Pg 20

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

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

Comments: Longevity 8 years \$32/month

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 5-22-98

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-1-98 Dept. 510/Bldg. Maint.  
 Employee Joel Bullock  
 Social Security No \_\_\_\_\_ Emp ID# 731

VOL 57 G 170

CHANGES(S)	FROM	TO
Grade Step		
Rate		
Department		
Position		

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

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

Comments Longevity 3 years \$12/month

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 5-22-98

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-1-98 Dept 565/Co. Jail  
 Employee Ray Helpenstill  
 Social Security No \_\_\_\_\_ Emp ID# 462

NOT  
CT  
PS

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

21

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

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

Comments Longevity 7 years \$28/month

Authorized by [Signature]

Approved by \_\_\_\_\_

Date 5-22-98

51  
32  
UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-98 Dept. 565/B. Jail  
 Employee Joe Daniels  
 Social Security No \_\_\_\_\_ Emp ID# 775

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

REASON(S) FOR THE CHANGE(S)

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

Comments Longevity 2 years \$ 8/month

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 5-22-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

VOL 151 PG 33

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-98 Dept 614/Pct #4  
 Employee Wayne Ballard  
 Social Security No \_\_\_\_\_ Emp ID# 477

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

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

Comments Longevity 6 years \$24/month

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 5-22-98

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-98 Dept 611/Pat #1  
 Employee James Wilson  
 Social Security No \_\_\_\_\_ Emp ID# 661

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

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

Comments Longevity 4 years \$16/month

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 5-22-98

## UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-98 Dept. 565/C. Jail  
 Employee Brandy Monte  
 Social Security No \_\_\_\_\_ Emp ID# 735

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

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

Comments: Longevity 3 years \$12/month

Authorized by: [Signature]  
 Approved by: \_\_\_\_\_ Date: 5-22-98

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-98 Dept. 499/Co. Jail

Employee Wanda Hutchins

Social Security No. \_\_\_\_\_ Emp ID# 360

CHANGES(S)	FROM	TO
Grade Step		
Rate		
Department		
Position		

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

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

Comments Longevity 10 years \$40/month

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 5-22-98

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

NOV 27 1998 PG 27

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-98 Dept 612/Pct#2

Employee Harry Crockett

Social Security No \_\_\_\_\_ Emp ID# 391

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

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

Comments Longevity 9 years \$36/month

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date: 5-22-98

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-98 Dept. 611/Pot#1  
 Employee Oscar Robertson  
 Social Security No \_\_\_\_\_ Emp ID# 445

CHANGES(S)	FROM	TO
Grade Step		
Rate		
Department		
Position		

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

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

Comments Longevity 6 years #24 months

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 5-22-98

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

VO  
17  
PG  
20

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-98 Dept 499/C Jaf  
 Employee Patsy Fails  
 Social Security No \_\_\_\_\_ Emp ID# 461

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

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

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

Comments Longevity 7 years \$28/month

Authorized by Marya Harris  
 Approved by \_\_\_\_\_ Date 5-22-98

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-1-98 Dept. 614/ Prec# 4  
 Employee Pat Blackstone  
 Social Security No \_\_\_\_\_ Emp ID# 721

X	CHANGES(S)	FROM	TO
VOL	Grade Step	13,14	14,15
	Rate	\$1600.00	\$1700.00
	Department		
	Position		

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

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

Comments Assistant Foreman

Authorized by [Signature] Date 5-26-98  
 Approved by \_\_\_\_\_ Date \_\_\_\_\_

**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. 5  
 INITIATION DATE: May 6, 1998  
 CONTRACT FOR Concrete

**TO CONTRACTOR**  
 (name, address)  
 Gay & Son Masonry, Inc  
 3501 Old Granbury Road  
 Granbury, TX 76049

CONTRACT DATE: January 12, 1998

The Contract is changed as follows  
 Flowable Fill poured due to blowout at back of jail facility TOTAL ADDED: \$ 7,170.24

58 MAY 23 PM 4:33

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

The original (Contract Sum)( <del>Guaranteed Maximum Price</del> ) was	\$	348,000 00
Net change by previously authorized Change Orders	\$	4708 00
The (Contract Sum)( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was	\$	352,708 00
The (Contract Sum)( <del>Guaranteed Maximum Price</del> ) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	7,170.24
The new (Contract Sum)( <del>Guaranteed Maximum Price</del> ) including this Change Order will be	\$	359,878 24

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** *Dumas Valley Construction, Inc.*  
 ADDRESS *P.O. Box 7378  
 Glen Rose, TX 76043*

**ARCHITECT**

BY *[Signature]* DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_  
 BY *[Signature]* DATE 5-7-98

**CONTRACTOR** *Gay & Son Masonry, Inc.*  
 ADDRESS *3501 Old Granbury Rd.  
 Granbury, TX 76049*

**OWNER**

BY *[Signature]* DATE 5/12/98

ADDRESS \_\_\_\_\_  
 BY *[Signature]* DATE 5-26-98

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. UPSCO1-5 DOC -- 5/6/1998 AIA License Number 101348, which expires on 7/31/1998 -- Page #1

# Gay & Son Masonry

2000 Goodnight CT  
Granbury, Texas 76049  
817-279-8500 fax 817-573-1102

Invoice No. 1

## INVOICE

Dinosaur Valley Construction

**Customer**

Name Upshur County Jail

Address \_\_\_\_\_

City Gilmer State TX ZIP \_\_\_\_\_

Phone 903-843-4620

Date 4/29/98

Order No \_\_\_\_\_

Rep \_\_\_\_\_

FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
97	Flowable Fill poured due to blowout at back of jail facility "	\$64 00	\$6,208 00

AK 30

**Payment Details**

Cash

Check

Credit Card

Name \_\_\_\_\_

CC # \_\_\_\_\_

Expires \_\_\_\_\_

SubTotal	\$6,208 00
Overhead	\$620 80
Profit	\$341 44
<b>TOTAL</b>	<b>\$7,170 24</b>

Office Use Only

Insert Fine Print Here

Insert Farewell Statement Here

4001  
CO 5  
269,878.24

**Transit Mix** CONCRETE & MATERIALS COMPANY  
A TRINITY INDUSTRIES COMPANY

4200 Old Troup Hwy.  
PO Box 131867  
Tyler, Texas  
75713-1867  
(903) 561-3636

TO ASSURE PROPER CREDIT PLEASE RETURN  
REMITTANCE COPY WITH PAYMENT TO:  
P. O. BOX 132539  
TYLER, TEXAS 75713-2539

INVOICE

GAY & SON MASONRY, INC.  
2000 GOODNIGHT CT.  
GRANDBURY TX 76049

INV DATE	INV NO	CRM NO	PAGE
04-Mar-98	176496		1
CUS NO	PROJ NO	CRD NO	
19650	19650001	6704	

DELIVERY ADDRESS		LOT/BLK	ZONE NO	PO NUMBER	CUS JOB NO		
WISHUR CNTY JAIL ADDN							
DATE	QUANTITY	UOM	PRODUCT	DESCRIPTION	UNIT PRC	TX	EXT PRC
3/03	6.00	YD	30002111	3000 PSI CO 239666 67	64.00E	Y	384.00
				TOTAL PRE-TAX			384.00
				TAX SALES TAX			31.60

ENTERED MAR 13 1998

TERMS	QUANTITIES	<b>PAY THIS AMOUNT</b>
NET 10 PROJ	6.00/YARDS	415.60

TERMS DUE TO INCREASES IN THE COST OF MONEY, DELINQUENT BALANCES ARE SUBJECT TO FINANCES CHARGES AT 1 1/2% OF THE UNPAID BALANCE, PER MONTH, ALL INVOICES DUE AND PAYABLE

TAX INCLUDED IF ANY

REMITTANCE

VOL 51 PG 44

**Transit Mix** CONCRETE & MATERIALS COMPANY  
A TRINITY INDUSTRIES COMPANY

4200 Old Troup Hwy.  
P.O. Box 131867  
Tyler, Texas  
75713-1867  
(903) 561-3636

TO ASSURE PROPER CREDIT PLEASE RETURN  
REMITTANCE COPY WITH PAYMENT TO:

P.O. BOX 132539  
TYLER, TEXAS 75713-2539

INVOICE

GAY & SON MASONRY, INC.  
3000 GOODNIGHT CT.  
GRANDBURY TX 76049

TR 8045 (R 5/8)	INV DATE	INV NO.	CRM NO.	PAGE
	04-Mar-98	176495		1
	CUS NO.	PROJ NO.	CRD NO.	
	19650	19650001	6703	

DELIVERY ADDRESS	LOT/BLK	ZONE NO.	PO. NUMBER	CUS JOB NO.
JPSHUR CNTY JAIL ADDN				

DATE	QUANTITY	UOM	PRODUCT	DESCRIPTION	UNIT PRG	TX	EXT. PRG
3/03	10.00	YD	330LB	3 SACK CONC 239669 67	58.00E	Y	580.00
				TOTAL PRE-TAX			580.00
				TAX SALES TAX			47.80

ENTERED 11:21 10 1998

TERMS	QUANTITIES
CT 10 PRGX	10.00/YARDS

**PAY THIS AMOUNT**  
627.80

TERMS DUE TO INCREASES IN THE COST OF MONEY, DELINQUENT BALANCES ARE SUBJECT TO FINANCES CHARGES AT 1 1/2% OF THE UNPAID BALANCE, PER MONTH, ALL INVOICES DUE AND PAYABLE

REMITTANCE

TAX INCLUDED IF ANY

**Transi Mix** CONCRETE & MATERIALS COMPANY  
A TRINITY INDUSTRIES COMPANY

4200 Old Troup Hwy.  
PO Box 131867  
Tyler, Texas  
75713-1867  
(903) 561-3636

TO ASSURE PROPER CREDIT PLEASE RETURN  
REMITTANCE COPY WITH PAYMENT TO  
P.O. BOX 132539  
TYLER, TEXAS 75713-2539

NO. 51  
PG 4

INVOICE

GAY & SON MASONRY, INC.  
2000 GOODNIGHT CT.  
GRANDBURY TX 76049

INV DATE	INV NO	CRM NO	PAGE
04-Mar-98	176497		1
CUS NO	PROJ NO	CRD NO	
19650	19650001	6706	

DELIVERY ADDRESS	LOT/BLK	ZONE NO	PO NUMBER	CUS JOB NO
IPSHUR CNTY JAIL ADDN				

DATE	QUANTITY	UOM	PRODUCT	DESCRIPTION	UNIT PRICE	TX	EXT PRICE
3/04	12.00	YD	30002111	3000 PSI CO 239679 67	64.00E	Y	768.0
3/04	12.00	YD	30002111	3000 PSI CO 239681 67	64.00E	Y	768.0
3/04	12.00	YD	30002111	3000 PSI CO 239683 67	64.00E	Y	768.0
3/04	5.00	YD	30002111	3000 PSI CO 239685 67	64.00E	Y	320.0
TOTAL PRE-TAX							2624.0
TAX SALES TAX							216.4

PAID MAR 10 1998

TERMS	QUANTITIES	<b>PAY THIS AMOUNT</b>
NET 10 PROJ.	41.00/YARDS	2840.48

TERMS DUE TO INCREASES IN THE COST OF MONEY, DELINQUENT BALANCES ARE SUBJECT TO FINANCES CHARGES AT 1 1/2% OF THE UNPAID BALANCE, PER MONTH, ALL INVOICES DUE AND PAYABLE

REMITTANCE

TAX INCLUDED IF ANY

TO ASSURE PROPER CREDIT, PLEASE RETURN  
 REMITTANCE COPY WITH PAYMENT TO:

P.O. BOX 132539  
 TYLER, TEXAS 75713-2539

4200 Old Troup Hwy  
 P.O. Box 131867  
 Tyler, Texas  
 75713-1867  
 (903) 561-3636

INVOICE

*41000 Concrete*

GAY & SON MASONRY, INC.  
 2000 GOODNIGHT CT.  
 GRANDBURY TX 76049

INV DATE	INV NO	CRM NO	PAGE
05-Mar-98	176808		1
CUS NO	PROJ NO	CRO NO	
19650	19650001	6704	

DELIVERY ADDRESS	LOT/BLK	ZONE NO	PO NUMBER	CUS JOB NO
SHIP CNTY JAIL ADDN				

DATE	QUANTITY	UOM	PRODUCT	DESCRIPTION	UNIT PRC	TX	EXT PRC	
7/05	10.00	YD	30002111	3000 PSI CO 239698 67	64.00E	Y	640.00	
7/05	10.00	YD	30002111	3000 PSI CO 239700 67	64.00E	Y	640.00	
7/05	10.00	YD	30002111	3000 PSI CO 239701 67	64.00E	Y	640.00	
7/05	10.00	YD	30002111	3000 PSI CO 239702 67	64.00E	Y	640.00	
TOTAL PRE-TAX								2560.00
TAX SALES TAX								<del>211.80</del>

ENTERED MAR 13 1998

TERMS	QUANTITIES
1.10 PROX.	40.00/YARDS

**PAY THIS AMOUNT**  
 2771.20

TERMS DUE TO INCREASES IN THE COST OF MONEY, DELINQUENT BALANCES ARE SUBJECT  
 TO FINANCES CHARGES AT 1 1/2% OF THE UNPAID BALANCE, PER MONTH, ALL INVOICES DUE  
 AND PAYABLE

REMITTANCE

TAX INCLUDED IF ANY

**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 5  
 INITIATION DATE April 24, 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  
 Inmate Labor - 269 Hours DEDUCT \$1,345 00

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

The original (Contract Sum)( <del>Guaranteed Maximum Price</del> ) was	\$	402,476.00
Net change by previously authorized Change Orders	\$	20,433.00
The (Contract Sum)( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was	\$	422,909.00
The (Contract Sum)( <del>Guaranteed Maximum Price</del> ) will be ( <del>increased</del> ) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order in the amount of	\$	-1,345.00
The new (Contract Sum)( <del>Guaranteed Maximum Price</del> ) including this Change Order will be	\$	421,564.00

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  
 ADDRESS **PROGRESSIVE MASONRY**  
**RT. 1 BOX 355**  
**DIANA, TX 75640**  
 BY *[Signature]* DATE *5-11-98*

OWNER  
 ADDRESS \_\_\_\_\_  
 BY *[Signature]* DATE *5-26-98*

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

DANNY

Inmate hours to our contractors  
from March 22 through April 21  
Uphur 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 PROJ	4011	269 @ \$5/hr. = \$1,345.00
CO.2	LDI	22 4005	52 @ \$5/hr. = \$260.00

all input  
in CO.25  
for 4-24-98

attached (Pg 2) is a paint  
bill to date

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

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

OWNER  
 CONSTRUCTION MANAGER  
 ARCHITECT  
 CONTRACTOR  
 FIELD  
 OTHER

VOL. 51 PG. 49

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 30, 1998  
 CONTRACT FOR Concrete  
 CONTRACT DATE January 12, 1998

**TO CONTRACTOR**  
 (name address)  
 Gay & Son Masonry, Inc  
 3501 Old Granbury Road  
 Granbury, TX 76049

The Contract is changed as follows  
 CX2 Concrete Work TOTAL ADDED \$ 9,200 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	\$	-4,492 00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$	343,508 00
The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	9,200 00
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$	352,708.00

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** *Duncan Valley Construction Inc*  
 ADDRESS *PO Box 7378*  
*Glen Rose, TX 76043*

**ARCHITECT**  
 ADDRESS

BY *[Signature]* DATE

BY *[Signature]* DATE 5-5-98

**CONTRACTOR** *Gay & Son Masonry Inc.*  
 ADDRESS *3501 Old Granbury Rd*  
*Granbury TX 76049*

**OWNER**  
 ADDRESS

BY *[Signature]* DATE 5/8/98

BY *[Signature]* DATE 5-26-98

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: UPSCO1-4.DOC -- 4/30/1998. AIA License Number 101348, which expires on 9/7/1998 -- Page #1

PROJ # 980101



# GAY & SON MASONRY INC.

2000 GOODNIGHT CT • GRANBURY, TEXAS 76049 • 817-279-8500 • FAX 817-573 1102  
ROCK SOLID for GENERATIONS

DATE 04/07/98

GC \_\_\_\_\_ Attn: Mr Danny Butler, Proj Mgr  
D V C I  
P O Box 7378  
Glen Rose, Texas 76043  
Ph 254/897-4901 Fax 254/897-7876

Page 1 of 2

SUBJECT ADD \_\_\_\_\_ Per CX2 Concrete work

REFER Upshur County Law Enforcement  
TKT # 2

Dear Sirs,

This ticket is for work required by others from Gay & Son Masonry, which is beyond the scope of our subcontract agreement Per the attached documentation, this extra work includes

ADD \_\_\_\_\_ Per CX2 Concrete work  
DATED 04/07/98

ADD \$9200.00

The total amount of this REQUEST FOR CHANGE ORDER is

Please review any special conditions which are noted on the subject attached cost analysis form relative to inclusions, exclusions and/or status of construction which may be impacted by the length of time required for your response Time is of the essence

Your issue of our Change Order for this invoice is anticipated prior to the end of the next pay period to allow for our timely payment This extra and all similar changes in scope, have a cumulative effect upon the time frame required for the performance of our work Consequently, jobsite overhead costs for equipment and supervision are usually extended Neither our submission of this invoice, nor our acceptance of payment of same shall be construed as a waiver of our right to a compensable time extension In the event of the General Contractor's failure to complete the Project within the Owner's Completion date, this Subcontractor shall be held harmless to the Owner and the Contractor for the extent of the delay effect of this Change and/or the cumulative effect of all such Changes

Sincerely,

Trent Gay  
President

4/29 Ok to do,  
per Jimmy

TKT #

2

4001 CO#4  
352,708.00  
paid 4/20 jk



VOL 51 PG 51

TEXAS DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES  
3303 MINEOLA HWY.  
TYLER, TEXAS 75702  
903/533-4174

EXECUTIVE DIRECTOR  
James R. Hine

BOARD MEMBERS

Jon M. Bradley  
Chairman, Dallas  
Penny Beaumont  
Bryan  
Maurine Dickey  
Dallas  
Richard S. Hoffman  
Brownsville  
Catherine Clark Mosbacher  
Houston  
Bill Sheehan  
Dumas

May 8, 1998

The Honorable Charles Still  
County Judge  
Upshur County Courthouse  
Gilmer, Tx. 75644

Re: Upshur County Child Welfare Board  
Contract # 04980019

Dear Judge Still :

Attached are three copies of the renewal contract for the Upshur County Child Welfare Board. You and all of the Commissioners need to sign all three copies of the contract. Your signature is the only one required on the three copies of the Form 2047, Certification Regarding Federal Lobbying. Keep one copy of the form and the contract for your files and return all the other copies to me.

Please note that the contract number has changed. The new number is part of our automated database called CAPS (Child and Adult Protective System). As part of this new automated system, foster parents receive their foster care reimbursement directly from the Comptroller's Office. The county no longer makes the payments or receives the reimbursement. The attached contract removes the requirement for participation in foster care reimbursement.

The county's assistance may still be needed to pay for children who are not eligible for state or federal funds. Also, TDPRS may occasionally request the county/board to pay a foster home when eligibility determination is delayed for an individual child for reasons beyond our control. In that case, the county/board will be reimbursed by the state for that period.

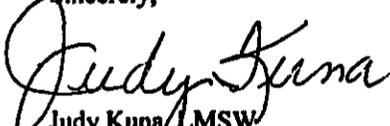
As a result of a statewide audit, several recommendations were made by the auditors to improve the foster care reimbursement process, including the elimination of the county payment process. The implementation date was October 1, 1996, for September 1996 services forward. Direct reimbursement to the foster parents will hopefully provide consistent accounting controls statewide.

VOL. 51 PG. 52  
Honorable Charles Still  
May 8, 1998  
Page 2

We trust Upshur County will continue its involvement in the lives of our children in other ways. We appreciate all the support you give our staff and hope we can continue to work together.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

  
Judy Kuna, LMSW  
Contract Specialist II

EX-111  
CO...  
59 MAY 26 PM 4:34  
L.S. ... TX.  
BY ...

STATE OF TEXAS  
COUNTY OF UPSHUR

CHILD WELFARE BOARD CONTRACT  
Contract No 04980019

I.

The Texas Department of Protective and Regulatory Services, hereinafter referred to as the Department, and the Commissioners' Court of Upshur County, hereinafter referred to as the County, initiated a contract effective September 9, 1974, to establish a child welfare board contract to administer a county wide, jointly financed, state administered and regionally operated child welfare program to meet the needs of children in the county in need of protective services. This contract has continued without a break until present.

With this document, the Texas Department of Protective and Regulatory Services and the County agree to continue the child welfare board and revise the contract to change the contract number, update terminology and to allow the Department and the County the ability to participate in Title IV E funding opportunities. This contract is entered into under the authority of §40 058 of the Human Resources Code and is not an agreement under Ch 771 of the Government Code.

II

The County agrees:

- A. To continue a Child Welfare Board, hereinafter referred to as the Board, as set out by statute in the Texas Family Code §264 005.
- B. That the Board will consist of not less than seven nor more than fifteen persons appointed by the County Commissioners' Court. Each member will serve a three-year term on a rotating basis. Initially, the appointees will be designated to serve the following terms: 1/3 of the members appointed to three-year terms; 1/3 of the members to a two-year term, and 1/3 of the members to a one-year term. In successive years, from two to five new members will be appointed. Members shall serve at the pleasure of the Commissioners' Court. Members serve without compensation.
- C. To continue to provide adequate funding for the care of any child in need of protective placement who is under the conservatorship of the Department, and who is ineligible for Title IV-E foster care or state-paid foster care and/or Medicaid.
- D. To provide adequate funds for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.
- E. To maintain its total net child welfare expenditures for any future fiscal year at the level of the County's child welfare program appropriation or the County's actual expenditures, less any appropriation or expenditure of Level of Care payments to foster homes, for the child welfare program for the fiscal year preceding the signing of the contract, whichever amount is less.
- F. To participate in the Department's financial and statistical reporting systems.
- G. That none of the moneys used to carry out the terms of this contract shall be federal funds, either directly or indirectly, and further expressly agrees that such moneys have not been used to secure federal matching funds previously.
- H. To maintain and retain fiscal records adequate to assure that claims for federal and state funds are in accord with applicable requirements.

- I. To certify additional allowable Title IV-E foster care maintenance expenditures as specified in Attachment A in accordance with Department regulations and instructions. Certified claims must be submitted quarterly based on the Department's fiscal year. The County will be responsible for any audit exceptions for unallowable costs included in their certified claim
- J. To certify additional allowable Title IV-E administrative and training expenditures as specified in Attachment B in accordance with Department regulations and instructions. Certified claims must be submitted quarterly based on the Department's fiscal year. The County will be responsible for any audit exceptions for unallowable costs included in their certified claim.
- K. To maintain and retain said fiscal records for a period of at least five (5) years after the date of the end of the federal fiscal year in which the transaction occurred.
- L. That in the event that an audit by or on behalf of the Department or the U S Department of Health and Human Services occurs, fiscal records will be retained until the resolution of audit questions
- M. That the financial depository for the Board shall be the County Treasury or other designated depository. All moneys received by the Board from whatever source shall be deposited in this County depository, and the regular procedures followed in the collection, disbursement, and accounting for such county funds will be followed and adhered to by the County and the Board

III

The Board required under Article II, Section A, of this contract shall have and exercise such lawful authority, duties and responsibilities as conferred upon it by statute, the Department and the County. The Department and the County agree that the Board will have the following duties:

- A Assist the Department in identifying and meeting the needs of the children in the county who are covered under this contract
- B Explain the child welfare program and needs to the community and explain to Department staff the community's conditions and attitudes on policy, services, and priorities
- C Serve in an advisory capacity to the county in the development of local policy to meet the needs of the children in Upshur County covered under this contract
- D Develop an estimated annual budget for the operations of child welfare services. It will be the duty of the Board to recommend an estimated budget to Commissioners' Court and appear in support of same at budget hearings
- E Authorize the Department to expend county funds and other special funds on behalf of the children in Upshur County covered under this contract.
- F. Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month
- G. Prescribe such bylaws, not inconsistent with the terms of this contract and applicable State laws, as may be necessary or desirable to insure the efficient operation of the Board. Such bylaws shall be approved by written order of the Commissioners' Court.

IV.

The Department agrees:

- A. To seek Title XIX Medicaid coverage within the amount, duration, and scope of the Medicaid program as defined by the state agency responsible for administration of these funds, for any child eligible for AFDC-foster care or state-paid foster care and who is eligible for Medicaid benefits.
- B. Where applicable, to reimburse the County when care was paid for a child ineligible for Title IV-E or state paid foster care and consequently certified by the Department as eligible for Title IV-E foster care and state-paid foster care.
- C. To reimburse the County by payment to the Board for the certified claim amount for additional Title IV-E Foster Care Maintenance as shown on Schedule A.
- D. To reimburse the County by payment to the Board for the certified claim amount for allowable Title IV-E administrative and training claims as specified in Attachment B.
- E. To reimburse the Board on or after the effective date of this contract for certified claims for additional child care maintenance and/or allowable Title IV-E administrative and training claims and agrees to make such reimbursement on a quarterly basis with adjustments for overpayment or underpayment made for previous months.
- F. To receive and expend children's personal funds (SSI, SSA, child support, etc ), in accordance with the needs of each child and state and federal laws and regulations, for children in the Department's conservatorship
- G. To provide the County with the necessary forms for participation in the reporting systems required in Article II, Section F of this contract.
- H. That any additional certified allowable Title IV-E foster care maintenance and administrative expenditures received in accordance with Department and federal regulations and procedures will be used for the benefit of children in Upshur County who are involved with the Texas Department of Protective and Regulatory Services

V

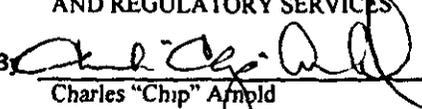
The Parties mutually agree

- A. That this mutually undertaken child welfare program must meet state licensing and/or certification standards for child-caring and child-placing activities as a condition to continuation of this contract
- B. To comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the County agrees to comply with Title 40, Chapter 738, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination. The County further agrees to comply with Texas Health and Safety Code Section 85.113 (relating to work place and confidentiality guidelines regarding AIDS and HIV).

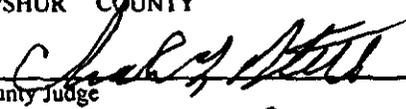
- C. That there shall be an annual review of this contract conducted to consider any appropriate changes.
- D. That the term of this contract shall be effective June 1, 1998 and will terminate May 31, 2001 or at such time as the federal, state, or county governments cease to participate in the program, by mutual consent of all parties hereto, or upon breach of the contract by one of the parties hereto. If mutual consent cannot be attained, either party to this contract may consider it canceled by giving thirty (30) days notice in writing to the other party, and this contract shall thereupon be canceled upon the expiration of such thirty (30) day period. It is further agreed and understood that in the event the federal or state laws or other requirements should be amended or judicially interpreted so as to render fulfillment of this contract on the part of either party unfeasible or impossible or if the Department and the County should be unable to agree upon modifying amendments which would be needed to enable substantial continuation of the program as a result of such amendments or judicial interpretations, then, and in that event, the Department and the County shall be discharged from further obligation created under the terms of this contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- E. That this contract shall constitute the entire agreement of the County and the Department, and supersedes any other agreement(s), contract(s), or amendment(s) whether formal or informal, which have been previously entered into by and between the County and the Department relating to the services covered under this contract.

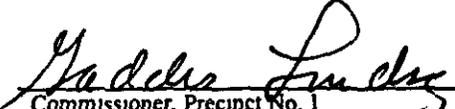
For the faithful performance of the terms of this contract, the parties hereto, in their capacities as stated, affix their signatures and bind themselves effective the 1st day of June, 1998.

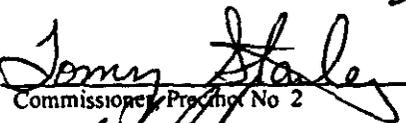
TEXAS DEPARTMENT OF PROTECTIVE  
AND REGULATORY SERVICES

By   
Charles "Chip" Arnold  
Regional Director, Region 04

COMMISSIONERS' COURT  
UPSHUR COUNTY

By   
County Judge

  
Commissioner, Precinct No. 1

  
Commissioner, Precinct No. 2

  
Commissioner, Precinct No. 3

  
Commissioner, Precinct No. 4

UPSHUR COUNTY  
SCHEDULE A  
ALLOWABLE FOSTER CARE MAINTENANCE CLAIMS  
(TITLE IV-E ELIGIBLE CHILDREN:CHILD SPECIFIC CLAIMS)

1. Clothing for foster children
2. Transportation costs of
  - a. Foster child visiting parents or
  - b. Court ordered visitation
3. School supplies.
4. Child's personal incidentals, to include but not limited to:
  - a. Graduation expenses.
  - b. Allowances
  - c. Gifts
  - d. Personal items needed in an emergency placement.
5. Cost of child care (day care) Requires documentation and approval by the child's caseworker that this service is needed and is not available through the Department's day care program for foster children.

UPSHUR COUNTY  
SCHEDULE B  
ALLOWABLE FOSTER CARE ADMINISTRATIVE CLAIMS/TRAINING  
(TITLE IV-E ELIGIBLE CHILDREN: COST ALLOCATION)

1. Citations by publication.
2. Subpoena service outside Upshur County
3. Copies of documents needed to establish eligibility, e.g. birth certificates.
4. Costs of film, video tapes and film development used in the referral of foster children for services, preparation for and participation in judicial determination, placement of a child, development of a case plan, case reviews, case management and supervision, and recruitment and licensing of foster homes
5. Cost of overhead expenses, e.g. letterhead, envelopes, postage, Notary Public fees, banking expenses.
6. Registration fees for up to three (3) people to attend one or more appropriate conferences related to child abuse/neglect such as Texas Families Today and Tomorrow, Crimes Against Children, etc. Board members and/or staff may attend
7. Other training deemed appropriate by the Board, i.e., video training, books, materials, etc.

icative or  
tent-wide  
instances

ons, and

ress, an  
bons.

e's own

t  
re

chnical

with a  
federal

vent for

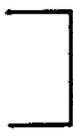
of cost

n  
ng into  
ity of

En  
yant

g  
of

a  
-



UPSHUR COUNTY  
SCHEDULE B  
ALLOWABLE FOSTER CARE ADMINISTRATIVE CLAIMS/TRAINING  
(TITLE IV-E ELIGIBLE CHILDREN: COST ALLOCATION)

1. Citations by publication.
2. Subpoena service outside Upshur County.
3. Copies of documents needed to establish eligibility, e.g. birth certificates.
4. Costs of film, video tapes and film development used in the referral of foster children for services, preparation for and participation in judicial determination, placement of a child, development of a case plan, case reviews, case management and supervision, and recruitment and licensing of foster homes.
5. Cost of overhead expenses, e.g. letterhead, envelopes, postage, Notary Public fees, banking expenses.
6. Registration fees for up to three (3) people to attend one or more appropriate conferences related to child abuse/neglect such as Texas Families Today and Tomorrow, Crimes Against Children, etc. Board members and/or staff may attend.
7. Other training deemed appropriate by the Board, i.e., video training, books, materials, etc.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically required disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying," published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms

Covered Awards and Subawards-Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required (See certification term number 2 concerning disclosure)

Lobbying-To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

Limited Use of Appropriated Funds Not Prohibited - The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to

- liaison activities with federal agencies and Congress not directly related to a covered federal action,
- providing any information specifically requested by a federal agency or Congress,
- discussion and/or demonstration of products or services if not related to a specific solicitation for a covered action, or professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes)

Professional and Technical Services-Professional and technical services shall be advice and analysis directly applying any professional or technical expertise Note that the professional and technical services exemption is specifically limited to the merits of the matter

Other Allowable Activities-The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action These activities include those related to legislation and regulations for a program versus a specific covered federal action

Funds Other Than Federal Appropriations-These is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements

Applicability of Other State and Federal Requirements-Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) orders to the Texas State Appropriations Acts which disallow use of state funds for lobbying

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 352, title 31, U S Code Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

The undersigned certifies, to the best of his or her knowledge and belief, that

- 1 No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- 2 If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (If needed, contact your Texas Department of Human Services procurement officer or contract manager to obtain a copy of Standard Form-LLL)
- 3 The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients shall certify and disclose accordingly

Do you have or do you anticipate having covered subawards under this transaction? . . . . .  Yes  No

Name of Contractor/Potential Contractor		Vendor ID No. or Social Security No.	DHS Contract No. (if applicable)
Commissioner's Court of Upshur County		17560011870000	04980019
Name of Authorized Representative (type or print)	Title	Signature-Authorized Representative	
Charles Still	County Judge	Date	

**FACILITY PROPOSAL**

The Upshur County Juvenile Probation Department is currently using the building at 113 Simpson St for community service. The building was donated to the county by Kenneth White to enhance juvenile services. With the addition of shower facilities the building would be ideally suited for the location of a Day Boot Camp.

Ray Roeder receive an estimate of \$500.00 from a plumber to install a drain system. That cost would have to be paid from the building maintenance budget. Materials could be provided as supplies for community service from the juvenile budget. A list of supplies and an estimate of cost are as follows:

**Plumbing supplies**

Hot water heater	\$200 00
Sink & hardware	\$150 00
Shower heads & valves	\$100 00
Misc PVC, glue, etc.	\$100 00
<b>Total</b>	<b>\$650.00</b>

**Building materials**

Abitibi shower board	12 pieces @ \$12 95	\$155 40
Sheet rock	12 pieces @ \$ 5.40	\$ 64.80
5/8 BC plywood	4 pieces @ \$18 40	\$ 73 60
2x4 pine studs	36 pieces @ \$ 2.59	\$ 93 24
2x4 pine #2	20 pieces @ \$ 2.83	\$ 56.60
Paint	2 gal. @ \$ 9.95	\$ 19.90
Misc.		\$100 00
<b>Total</b>		<b>\$ 563 34</b>

**Grand Total** \$1213.34

A concrete splash would be required around the base of the shower area. That would be an additional cost. I have an estimate of \$700 00 from Viramontes Brothers concrete work. Some electrical work will be required.

RECEIVED  
 98 MAY 26 PM 4:34  
 CLERK  
 BY \_\_\_\_\_  
 1998

VIRAMONTES BROTHERS  
CONCRETE WORK  
Rt. 3, Box 150  
Gilmer, Texas 75644

62369

CUSTOMER'S ORDER NO. 908-731-5553 DATE 5-22-98

NAME Milton Wylie  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

SALE BY \_\_\_\_\_ ESTIMATE \_\_\_\_\_ CHARGE ON ACCT \_\_\_\_\_ MDSE RETD \_\_\_\_\_ PAID OUT \_\_\_\_\_

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	shower slab 5.5x12		\$700.00
2	w/retainer wall 6" high		
3	around		
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

RECEIVED BY \_\_\_\_\_

KEEP THIS SLIP FOR REFERENCE

# RESOLUTION

IN SUPPORT OF

## INMATE REIMBURSEMENT LEGISLATION

The Commissioners Court of Upshur County, Texas meeting in regular session on the 26 day of May, 1998 considered the following resolution

WHEREAS, Upshur County taxpayers are burdened with a high costs of providing food, clothing, shelter, medical and other expenses for persons convicted of criminal wrongdoing, when many have the ability to pay all or a portion of their per diem costs of confinement, and,

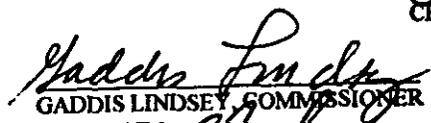
WHEREAS, Sixteen (16) States in the USA have statutes that enable Counties to charge jail inmates per diem costs; and,

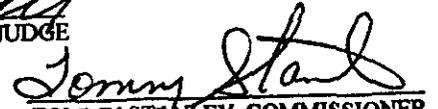
WHEREAS, legislation is needed in Texas requiring jail inmates to reimburse the county for all or a portion of the daily incarceration costs

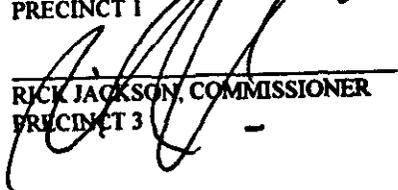
NOW THEREFORE BE IT RESOLVED, by the Commissioners Court of the County of Upshur County, Texas, that Upshur county supports legislation which would recover costs from jail inmates convicted of crime. The costs of incarceration should be borne by those whose conduct has earned it rather than by taxpayers

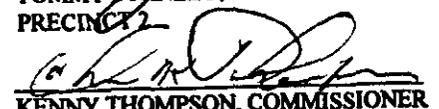
DONE IN OPEN COURT, THIS 26 day of May, 1998 upon motion by P.K. Thompson, seconded by Nick Jackson, and 5 members of the court being present and voting "aye".

  
CHARLES STILL, COUNTY JUDGE

  
GADDIS LINDSEY, COMMISSIONER  
PRECINCT 1

  
TOMMY STANLEY, COMMISSIONER  
PRECINCT 2

  
RICK JACKSON, COMMISSIONER  
PRECINCT 3

  
KENNY THOMPSON, COMMISSIONER  
PRECINCT 4

ATTEST  
REX SHAW, County Clerk  
and Ex-Officio Clerk of the  
Commissioners Court of  
Upshur County, Texas

By 

COMMERCIAL  
CLERK  
MAY 26 1998  
A. J. J.

RESOLUTION

A RESOLUTION OF UPSHUR COUNTY REGARDING ENVIRONMENTAL PROTECTION AGENCY'S STORMWATER REGULATIONS, PHASE II

WHEREAS, the United States Environmental Protection Agency has proposed Phase II Stormwater Discharge Regulations and the proposed regulations have been published in the Federal Register, and

WHEREAS, the public comment period will last until April 9, 1998, and

WHEREAS, the proposed regulations, if promulgated in current for, will have enormous economic consequences for many counties and require local governments to conduct the proposed regulatory program, and

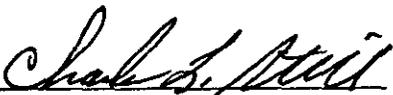
WHEREAS, under the proposed regulations certain counties would be required to adopt ordinances and regulatory programs to prevent "illicit discharges" into the storm sewer system, and

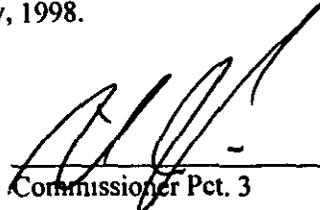
WHEREAS, under the proposed regulations certain counties would be required to adopt ordinances to regulate stormwater discharge from construction sites on one acre or more, and

WHEREAS, public education and involvement in the process is mandated without the provisions of additional funds to pay for this new federal mandate;

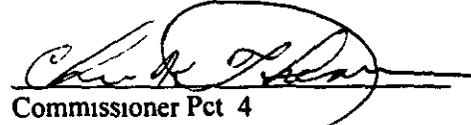
NOW, THEREFORE, BE IT RESOLVED, that it is the present intention of the Upshur County Commissioners Court to oppose the adoption and implementation of the EPA's Phase II Stormwater Discharge Regulations as proposed

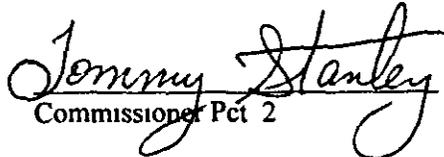
BE IT SO RESOLVED on this the 26th day of May, 1998.

  
County Judge

  
Commissioner Pct. 3

  
Commissioner Pct. 1

  
Commissioner Pct. 4

  
Commissioner Pct. 2

  
ATTEST County Clerk

RECORDED  
MAY 26 1998  
CLERK'S OFFICE

NOTICE TO BIDDERS

UPSHUR COUNTY COMMISSIONERS COURT WILL OPEN BIDS TUESDAY, MAY 26, 1998, AT 9:00 A.M. FOR THE PURCHASE OF THE FOLLOWING:

USED MOTOR GRADER

INFORMATION MAY BE OBTAINED FROM UPSHUR COUNTY AUDITOR'S OFFICE, THIRD FLOOR, UPSHUR COUNTY COURTHOUSE, OR BY CALLING 903-843-4001. BIDS MUST BE RECEIVED AT THE COUNTY AUDITOR'S OFFICE BY 5:00 P.M. FRIDAY, MAY 22, 1998.

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

CHARLES STILL  
COUNTY JUDGE

No Bid

*DNR EQUIPMENT CO.*

*JC Still*

*JC SMITH, Sales MGR.  
(972) 721-2804*

11:10 AM  
EX-100  
MAY 26 PM 4:34  
USPS MAIL

AFFIDAVIT TO UPSHUR COUNTY

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

NAME OF BIDDER \_\_\_\_\_

SIGNED BY \_\_\_\_\_  
(sign name in writing) Title

ADDRESS \_\_\_\_\_

PHONE NO \_\_\_\_\_ DATE \_\_\_\_\_

\*\*\*\*\*

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this the \_\_\_\_\_ day of \_\_\_\_\_, 1998, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says that he signed the above instrument for the purposes and considerations herein expressed

SEAL

\_\_\_\_\_  
Notary Public in and for  
the State of Texas Commission Expires

NOTE BIDS NOT NOTARIZED WILL NOT BE CONSIDERED



P. O. Box 540788 • Dallas, Texas • 75354-0788 • 972/721-2000

**QUOTATION**

**DATE - May 22, 1998**

Upshur County Precinct #4  
 P O. Box 730  
 Gilmer, TX 75644-0730  
 Attention County Auditor

Delivery: Approximately July 1, 1998  
 F.O.B. Upshur County Precinct #4 Barn  
 Terms To be Agreed On - Up to 60 Months  
 Financing At 6% Simple Interest

Prices Quoted Are Firm For a Period Of 30 Days

DESCRIPTION	REF. #	AMOUNT
<b>ONE NEW CATERPILLAR MODEL RR-250B ROAD RECLAIMER</b>	125-8729	
With All Standard Equipment As Well As:		
13" Cone Tool Rotor	115-7484	
ROPS	7R-6148	
Feet Per Minute Indicator	125-9078	
Working Lights	131-5019	
Delivered Price With Standard Caterpillar 6 Month Factory Warranty		\$194,303.00
Smith County Property Tax (.0014%)		<u>272.02</u>
		\$195,575.02

98 MAY 26 PM 4:34  
 HILL  
 J.C. SMITH  
 OFFICE

  
 TITLE - J.C. SMITH, General Manager

Office - (972)721-2804

CONLEY • LOTT

VOL 51 PG 68

MACHINERY COMPANY

MAY 20, 1998

UPSHUR COUNTY AUDITOR'S OFFICE  
THIRD FLOOR  
UPSHUR COUNTY COURTHOUSE

REF: BID ON NEW ROAD RECLAIMER/RECYCLER

CONLEY LOTT NICHOLS MACHINERY COMPANY RESPECTFULLY SUBMIT A BID TO  
UPSHUR COUNTY COMMISSIONERS COURT FOR (1) 1997 BOMAG, MODEL MPH100R  
RECLAIMER WITH 300 RENTAL HOURS. SPECIFICATIONS LISTED ON UPSHUR COUNTY  
SPECIFICATION SHEET.

DELIVERED PRICE: \$166,495.00

HEAVY EQUIP TAX: \$ 319.50

DELIVERY OR DEMO 2 DAYS FROM RECEIPT OF ORDER

LOW RATE GOVERNMENT LEASE FINANCING AVAILABLE WITH MONTHLY OR ANNUAL PAYMENTS.

SINCERELY,

*Don Peterson*

DON PETERSON  
CONLEY LOTT NICHOLS  
SALES REPRESENTATIVE

RECEIVED  
MAY 26 PM 4:34  
1998

Dallas, TX 75266  
PO Box 660226  
214 565 5500  
1-800-733 3581  
Fax 214 428 4346

Ft Worth, TX 76119  
3404 E Loop 820 South  
817-654 2202  
1-800-776 5044  
Fax 817-457 9425

Houston TX 77029  
9100 N Loop East  
713 672-6400  
1-800-755 3716  
Fax 713-674 2016

Longview TX 75606  
PO Box 2029  
903 758 5547  
1 800 755 3715  
Fax 903-758 5540

San Antonio TX 78222  
5300 S E Loop 410  
512 648 3531  
1-800 755 3717  
Fax 210-648 6560

**PURCHASE OF ROAD RECLAIMER/RECYCLER**

Upshur County is requesting bids for a new Road Reclaimer/Recycler that will meet or exceed the following specifications: BOMAG, MODEL MPH100R

**1. ENGINE**

- a. Diesel type. YES
- b. Turbo charged & after cooled TURBO CHARGED
- c. Four stroke. 2 STROKE
- d. 309 net horsepower @ 2100 rpm, minimum. Measured at the flywheel. 360HP @ 2700RPM
- e. 24 volt electrical starting system. YES

**2. BRAKES**

- a. Service: dynamic braking through hydrostatic drive. YES
- b. Secondary: pedal actuated air drum brakes. YES/HYD BRAKES
- c. Parking: mechanical, air or hydraulically actuated and released. YES

**3. TIRES AND WHEELS**

- a. Standard as provided. 28L x 26 10PR, 11.25 x 24 8PR
- b. Rear Tires to be filled. NO

**4. STEERING**

- a. Hydraulic Power Assist Steering. YES
- b. Front and Rear Wheel Steering. FRONT STEER ONLY

**5. PROPEL SYSTEM**

- a. Hydrostatic Transmission with at least two(2) speed ranges with variable speed in each range. YES
- b. Must have Load Sensing Control System to match propel speed to load on rotor: YES
- c. Single lever control of speed and direction with top speed of at least 12 mph. YES
- d. No spin differential. NO, HAS SPOT TURNING INDIVIDUAL BRAKES

**6. ROTOR**

- |   |                          |
|---|--------------------------|
| a. Standard Reclaiming Drum Rotor with 188 carbide tipped tools.                        | 168 CARBIDE TIPPED TOOLS |
| b. Upward cutting type.   | YES                      |
| c. Automatic rotor depth control.   | NON AUTOMATIC DEPTH      |
| d. Rotor to be mid-machine mounted (between front/rear wheels).                         | NO                       |
| e. Carbide tipped rotor tips with quick change capability.                              | YES                      |
| f. Equipped with weld-on replaceable Base Blocks and replaceable weld-on Tooth Holders. | YES                      |

**7. ROTOR DRIVE SYSTEM**

- |  |                                       |
|--|---------------------------------------|
| a. Width of cut shall be 96' minimum.  | 79"                                   |
| b. Rotor drive to be mechanical driven.  | NO, 2 HYDROSTATIC DIRECT DRIVE MOTOR  |
| c. Must be able to cut 13" depth.  | 12"                                   |
| d. Must have minimum of three (3) rotor speeds for maximum performance in a variety of materials and cutting depths. | NO                                    |
| e. Must have a Shear Disc to protect rotor and drive components.   | NO, NOT NEEDED WITH HYDROSTATIC DRIVE |

**8. OPERATING WEIGHT**

- |                         |            |
|-------------------------|------------|
| a. 38,000 lbs. Minimum. | 31,320 LBS |
|-------------------------|------------|

**9. ADDITIONAL REQUIRED ITEMS**

- |   |                    |
|---|--------------------|
| a. Fuel tank: 110 gal. Minimum.   | 120 GALLON         |
| b. ROPS.  | YES, W/FOPS CANOPY |
| c. Feet per minute Indicator.   |                    |
| d. Operator and maintenance training will be provided.                                      | YES                |
| e. Operators, Maintenance and Parts Manuals will be provided.                               | YES                |
| f. <u>Work Lights</u> : four (4) adjustable worklights - two (2) in front, two (2) in rear. | N/A                |

- |  |                       |
|--|-----------------------|
| 10. Warranty - Full machine warranty for 6 months. | 30 DAYS FULL WARRANTY |
|--|-----------------------|

AFFIDAVIT TO UPSHUR COUNTY

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

NAME OF BIDDER CONLEY LOTT NICHOLS MACHINERY COMPANY

SIGNED BY Don Peterson SALES REPRESENTATIVE  
(sign name in writing) Title

ADDRESS 1511 W. MARSHALL LONGVIEW, TEXAS 75604

PHONE NO (903) 758-5547 DATE MAY 19, 1998

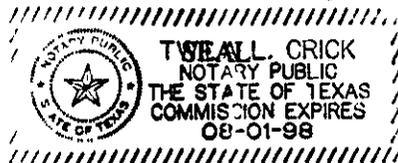
\*\*\*\*\*

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF Gregg

Before me, the undersigned authority, on this the 19th day of May, 1998, personally appeared Don Peterson who, being duly sworn, deposes and says that he signed the above instrument for the purposes and considerations herein expressed

[Signature]  
Notary Public in and for  
the State of Texas Commission Expires



NOTE: BIDS NOT NOTARIZED WILL NOT BE CONSIDERED

UPSHUR COUNTY COBRA INSURANCE

EFFECTIVE 06/01/98 THE EMPLOYEE COSTS FOR INSURANCE WILL INCREASE. THE RATES FOR EMPLOYEE INSURANCE COSTS WERE APPROVED IN UPSHUR COUNTY COMMISSIONER'S COURT ON 05/11/98. THE COBRA PREMIUM ON TERMINATED EMPLOYEES NEEDS TO BE INCREASED TO REFLECT THESE CHANGES. COBRA (CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT) WAS ENACTED 04/07/86 (PUBLIC LAW 990272, TITLE X) TO ALLOW A TERMINATED EMPLOYEE AND HIS/HER DEPENDENTS A TEMPORARY EXTENSION OF THE SAME HEALTH COVERAGE HE/SHE HAD AS AN EMPLOYEE. THERE IS A 2% ADMINISTRATIVE FEE ADDED TO THE COBRA RATE.

NEW RATES:

EMPLOYEE	\$364.67 + \$7.29(2%)	= \$371.96
EMPLOYEE W/FAMILY	\$364.67 + \$129.38 + \$9.88(2%)	= \$503.93
EMPLOYEE W/SPOUSE	\$364.67 + \$102.71 + \$9.35(2%)	= \$476.73
EMPLOYEE W/CHILDREN	\$364.67 + \$ 64.26 + \$8.58(2%)	= \$437.51
EMPLOYEE W/CHILD	\$364.67 + \$ 60.26 + \$8.50(2%)	= \$433.43

RATES WHEN EMPLOYEE DOES NOT CHOOSE COVERAGE; BUT THE DEPENDENTS DO:

1ST INSURED (WHEN EMPLOYEE NOT COVERED, THIS CAN BE SPOUSE OR CHILD)	\$364.67 + \$7.29(2%)	= \$371.96
FAMILY (1ST INSURED[SPOUSE] PLUS CHILDREN ONLY)	\$364.67 + \$ 64.26 + \$8.58(2%)	= \$437.51
CHILDREN ONLY (1ST INSURED PLUS OTHER CHILDREN)	\$364.67 + \$ 64.26 + \$8.58(2%)	= \$437.51
CHILDREN (2) (1ST INSURED PLUS OTHER CHILD)	\$364.67 + \$ 60.26 + \$8.50(2%)	= \$433.43

98 MAY 26 PM 1:34  
RECEIVED  
CLERK OF COURT

APPROVED IN COMMISSIONERS' COURT THIS 26TH DAY OF MAY, 1998.

Charles Still  
CHARLES STILL, COUNTY JUDGE

Gaddis Lindsey  
GADDIS LINDSEY, COMMISSIONER PCT#1

Tommy Stanley  
TOMMY STANLEY, COMMISSIONER PCT#2

Fick Jackson  
FICK JACKSON, COMMISSIONER PCT#3

Kenny Thompson  
KENNY THOMPSON, COMMISSIONER PCT#4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) \_\_\_\_\_  
LIVE 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 removing LOGS from its lands located in Precinct No. 4, Upshur County.

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

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

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

Bill Patterson  
First Party Signature

RT. 7 BOX 24  
Street or Box

GILMER, TX. 75644  
City, State and Zip Code

903-~~724~~-6474  
Telephone

TERRY JONES  
Timber Tract

5-22-98  
Date Signed

Ch  
County Judge

Gaddis Lindsey  
Commissioner 1

Johnny Stanley  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

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

FILED  
RECORDS SECTION  
MAY 26 PM 4:34  
COMMISSIONER'S COURT  
UPSHUR COUNTY, TX.

Permit issued for a period not to exceed 90 days.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #3

DATE 5-6-98

Formal notice is hereby given that ETEX TELEPHONE CORP. whose principal address is P.O. BOX 130, GILMER, TX. 75644 does hereby propose to place a TELEPHONE CABLE (FIBER OPTIC) within the ROW of County Road CEDAR & BOND DRIVE. 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 L. P. Smith TITLE ROW  
797-2717

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

*Gaddis L. L...*  
COMMISSIONER PCT. 1

*Tommy Stanley*  
COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

FILED  
JUL 26 PM 4:34  
1934  
CLERK OF COUNTY



SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) \_\_\_\_\_  
LIVE 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 removing LOGS from its lands located in Precinct No. 4, Upshur County.

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

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

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

[Signature]  
First Party Signature

RT. 1 BOX 307-A  
Street or Box

QUEEN CITY, TX. 75561  
City, State and Zip Code

903-728-5233  
Telephone

WILLIAMSON  
Timber Tract  
5-6-98  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

Commissioner 4

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

FILED  
REC'D STAFF  
98 MAY 26 PM 4:34

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 #1

DATE 5-5-98

Formal notice is hereby given that C. W. RESOURCE whose principal address is P.O. BOX 1004, WHITE OAK, TX. 75693 does hereby propose to place a GAS LINE within the ROW of County Road BOB-O-LINK. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

903-759-8019

APPROVAL OF PERMIT APPLICATION

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

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

All work on the County right of way shall be performed in accordance with the Commissioners Court 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 \_\_\_\_\_, 1926

COUNTY JUDGE  
Gaddis Lindsey  
COMMISSIONER PCT. 1  
Tommy Stanley  
COMMISSIONER PCT. 2

[Signature]  
COMMISSIONER PCT. 4  
COMMISSIONER PCT. 4

RECEIVED  
MAY 26  
P.M. 4:34  
CITY

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

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

VERRENA, TRUMPET AND WILD DAISY

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.

William Robertson  
First Party Signature

RT. 5 BOX 506  
Street or Box

GILMER, TX. 75644  
City, State and Zip Code

903-734-6949  
Telephone

COPPEDGE  
Timber Tract

5-5-98  
Date Signed

Ch  
County Judge

Gaddis Luedy  
Commissioner 1

Tommy Stanley  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

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

COMM 26 PM 4:34  
REV 10/28  
1116

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 4

DATE 5-13-98

Formal notice is hereby given that L. K. Simmons whose  
principal address is Rt. 7 Box 664, Gilmer ~~725-6058~~ does hereby propose  
to place a culvert within the ROW of County Road  
Ocelot.

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

Ch  
COUNTY JUDGE

Gladys Rudy  
COMMISSIONER PCT. 1

Jimmy Stanley  
COMMISSIONER PCT. 2

BY [Signature]  
COMMISSIONER PCT. 3  
COMMISSIONER PCT. 4  
MAY 26 PM 4:34  
MAY 26 PM 4:34  
MAY 26 PM 4:34

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2

DATE 5-20-98

Formal notice is hereby given that NEAL STANLEY whose principal address is Rt. 6 Box 5860 does hereby propose to place a CULVERT within the ROW of County Road GARDENIA 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 1 day of June, 1998.

I, NEAL STANLEY, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Neal Stanley TITLE OWNER

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objections to the location on the right of way of your proposed CULVERT as shown by accompanying drawings and notice dated 5-20-98, 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\_\_

*[Signature]*  
COUNTY JUDGE

*[Signature]*  
COMMISSIONER PCT. 1

*[Signature]*  
COMMISSIONER PCT. 2

*[Signature]*  
COMMISSIONER PCT. 3  
*[Signature]*  
COMMISSIONER PCT. 4  
88 MAY 19 3 11 PM '19  
MAY 19 1919

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1

DATE May 19, 1998

Formal notice is hereby given that Bybee Weisinger whose principal address is 1321 Frost, Gilmer, Texas does hereby propose to place a Culvert within the ROW of County Road Bobwhite Rd. 1.2 miles S. of 154. 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, 19 98.

I, Bybee Weisinger, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Bybee Weisinger TITLE Owner

APPROVAL OF PERMIT APPLICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

COUNTY JUDGE \_\_\_\_\_

COMMISSIONER PCT. 1 \_\_\_\_\_

COMMISSIONER PCT. 2 \_\_\_\_\_

COMMISSIONER PCT. 3 \_\_\_\_\_

COMMISSIONER PCT. 4 \_\_\_\_\_

93 JAN 26 1934  
EX-111  
RECEIVED  
COUNTY CLERK

*Ch*  
*Gaddis*  
*Lundy*  
*Tommy Stanley*

*[Signature]*

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3

DATE May 15, 1998

Formal notice is hereby given that Bill Justice whose  
principal address is 1209 N. Stearns, Visalia, Calif. 93291 does hereby propose

to place a Culvert within the ROW of County Road

Cochapple Rd. just off Chinatown 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, Bill Justice, hereby attest that I have read the  
conditions set forth in this application and understand it's  
contents. NAME Bill Justice TITLE owner

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:

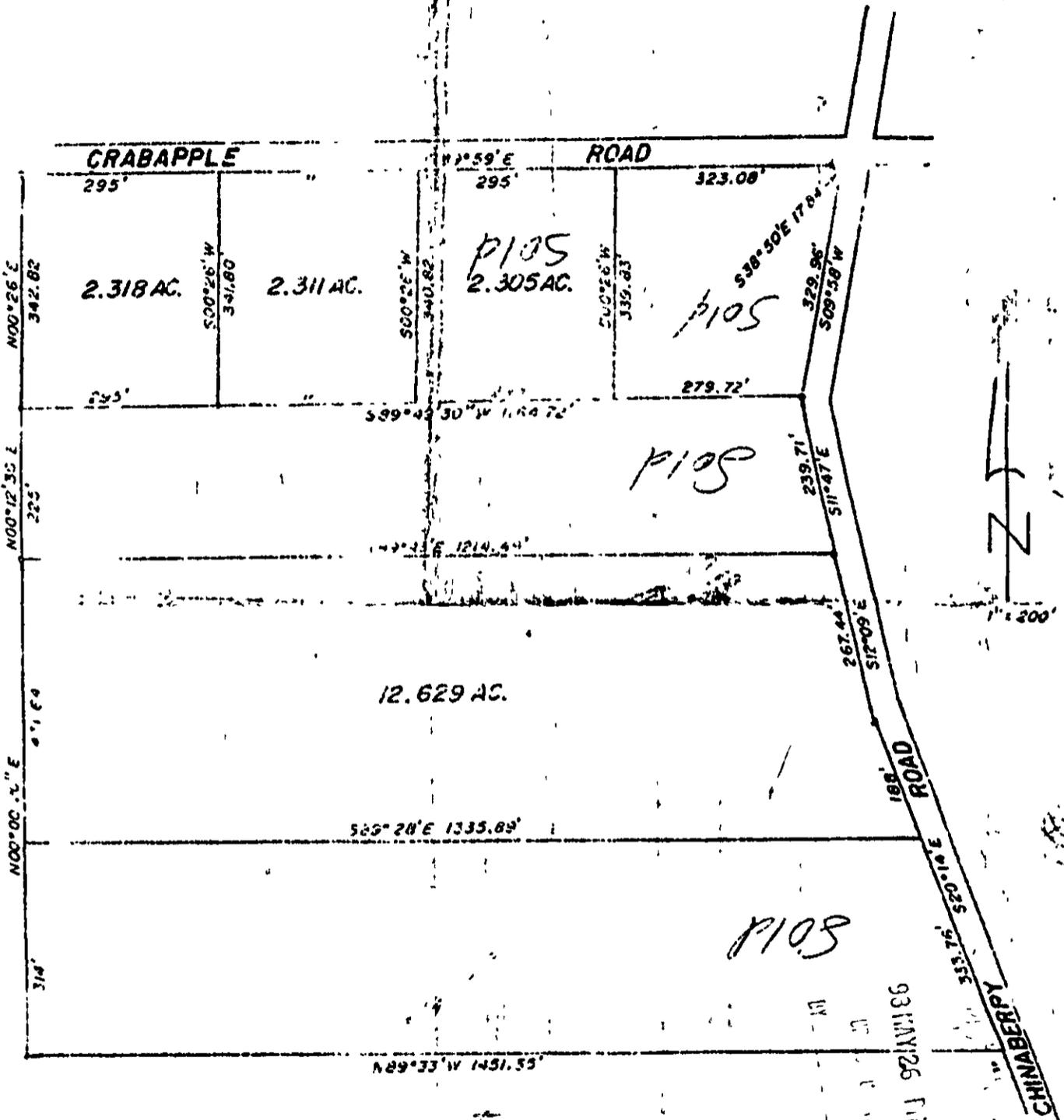
1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed 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.



VOL 51 PG 90 PLAT OF SURVEY

Containing a tract called 30.16 acres  
 described in Warranty Deed recorded  
 in Vol. 473, Page 757 of the Deed  
 Records

NORTH BERNARDO B. DAVENPORT SUR. A-1  
 TARRANT COUNTY, TEXAS



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

SURVEY OCTOBER 1989 BY

*[Signature]*  
 TARRANT COUNTY, TEXAS



93 JAN 26 11 4:35

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1

DATE May 15, 1998

Formal notice is hereby given that Leon Clift whose principal address is Rt. 5, Box 482, Gilmer, Texas does hereby propose to place a Culvert within the ROW of County Road Mockingbird. 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, \_\_\_\_\_, 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 and owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

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

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

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

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

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

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

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

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

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

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

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

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_

COUNTY JUDGE

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. \_\_\_\_\_

COMMISSIONER PCT. \_\_\_\_\_

*Maddis Lundy*  
*Tommy Staley*

19\_\_  
JUN 26 11:35

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned D+B Timber, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 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)  Hwy 271 on to  
593 fm to Prong

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.

Chad Brown  
First Party Signature

Ch  
County Judge

P.O. Box 220  
Street or Box

Ma delis Lindsey  
Commissioner 1

Atlanta TX 75551  
City, State and Zip Code

Jeremy Stanley  
Commissioner 2

(903) 796-2120  
Telephone

[Signature]  
Commissioner 3

BRANNON  
Timber Tract

\_\_\_\_\_  
Commissioner 4

May 12, 1998  
Date Signed

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

Permit issued for a period not to exceed 90 days.

FILED  
MAY 26 1998  
MEXIA COUNTY  
TX

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ( )

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ( )

The undersigned Newland Land & Tember, 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) from Hwy. 300 onto 726 to Grouse

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Loggs from its lands located in Precinct No.     , Upshur County.

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

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

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

[Signature]  
First Party Signature

RT 5- Box 122  
Street or Box

G. Imer TX 75644  
City, State and Zip Code

903 797 0018  
Telephone

Cox Davis  
Timber Tract

May 8, 1998  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

      
Date Signed

93 MAY 26 PM 4:35

Permit issued for a period not to exceed 90 days.

Date: 5-26-98

COMMISSIONER COURT  
ATTENDANCE SHEET

Name	City of Residence
John King	Gilmer, TX
Wayne Toliver	" "
Lem Duffey	
Rue Dean	GUMER
Ron Shepperd	White Oak
Dyane Sigler	
James Latterson	Kerr #4
Louise Reid	Doss Equip - Bayview
Dona Deppu	Belmar
Crystal Harris	Gilmer
Phillip Williams	Tyler Morning Telegraph

MAY 26 11:13 AM '98