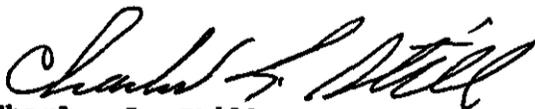


NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, AUGUST 10, 1998, 9:00 AM,
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR
REGULAR SESSION

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take action.
3. Consider approval of accounts payable and take action.
4. Consider approval of any payroll changes and take action.
5. Consider accepting Treasurers report.
6. Consider approval of any change orders on jail expansion.
7. Consider any bids on property struck off for taxes.
8. Hear David Mooney concerning protective devices for computers.
9.
 - A. Set guidelines for 911 coordinator to follow in making maps available to certain entities or persons.
 - B. Hear a progress report and recommendations from H. W. Glover and Jan Funderburg on Upshur County 911 and take action if necessary.
10. Hear James Eitel concerning flags.
11. Discuss disposing of the Rock Building property and take action. Hear anyone who wants to discuss this.
12. Consider adopting a resolution concerning the tobacco litigation settlement.
13. Accept for recording a contract between Upshur County and the Immigration and Naturalization Service.
14. Discuss a letter from the Texas Department of Housing and Community Affairs concerning Emergency Relief Program. Take action if necessary.
15. Go into Executive Session and meet with Sara Dumas as authorized by VTCA 551.072.
16. Re-convene into open session.
17. Approve applications for use of Upshur County roads and right of way.


Charles L. Still
County Judge

FILED
AUG 11 1998
11:03 AM
CLERK
COUNTY CLERK
UPSHUR COUNTY, TX
177011

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, AUGUST 10, 1998, 9:00 AM,
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR
REGULAR SESSION

ADDENDUM

1. Consider payment of attorney fees as submitted by ETCOG for Jim Mathews for the Northeast Texas Flexible Attainment Region.

Charles L. Still

Charles L. Still
County Judge

FILED
REX A. SHAW
COUNTY CLERK
98 AUG - 7 PM 3:33
UPSHUR COUNTY, TX
[Signature]
CLERK

August 10, 1998

Commissioners Court met in Regular session with all members present, with the exception of Rick Jackson.

1. Motion by Kenney Thompson and seconded by Tommy Stanley to approve the minutes of the previous meeting. Motion carried.
2. Motion by Gaddis Lindsey and seconded by Tommy Stanley to approve budget amendments as presented to the Court. Motion carried and copy attached.
3. Motion by Tommy Stanley and seconded by Gaddis Lindsey to approve Accounts Payable. Motion carried.
4. Motion by Gaddis Lindsey and seconded by Kenney Thompson to approve the following payroll changes:

NEW JAIL EMPLOYEES:

Laura L. Mitchell
Sharon Roemelin
Allen Tefteller
Robert Thomas
Brad Wilburn

LONGEVITY:

Matt Alford
Ron Benge
Mary Rose Campbell
Pam Edge
Carolyn Jones
Danny Thompson
Wayne Young

INTRODUCTORY PERIOD ENDED:

Paul Steelman
Donna Timmons (also Merit increase)

Motion carried and copies attached.

5. Motion by Tommy Stanley and seconded by Gaddis Lindsey to approve Treasurers Report. Motion carried and copy attached.
6. Motion by Kenney Thompson and seconded by Gaddis Lindsey to approve change orders of Progressive Masonry and A & C Fire Protection on the County Jail. Motion carried and copies attached.
7. Motion by Tommy Stanley and seconded by Gaddis Lindsey to table bids on property struck off for taxes until next meeting. Motion carried.
8. David Mooney met with court concerning protective measures to deter lightning damages to the Upshur County Courthouse and other county buildings. Suggested using of lightning rods, electrical surge inhibitors and wall plug current suppression devices that could help protect electronic and activites during a storm. It was suggested that the County Auditor contact someone with Lightning Protections of Garland for possible study for Upshur County.
9. Dona Flippo, 911 Coordinator for Upshur County met with court concerning guidelines to follow in making maps available to certain entities or persons. At this time Ms. Flippo had not had time to prepare guidelines. Ms. Flippo presented to the court a letter from H. W. Glover, Jr., Executive Director of 911 Network of East Texas commending work that has been performed and made the following recommendations: Request thru ETCOG to work directly with telephone companies on creation and maintenance of your Master Street Address Guide, hire a part-time person as driver for the addressing project. Motion made by Gaddis Lindsey and seconded by Tommy Stanley to approve the recommendation, to furnish Ms. Flippo with a two-way radio, and to place copy of letter in personnel file of Dona Flippo.
10. James Eitel met with the Court concerning rules and codes of the American Flag. Mr. Eitel stated that he had found no codes or guidelines concerning the flag, but suggested that flag be flown from sunrise to sunset. Mr. Eitel requested that the county fly a small flag at the courthouse, saving the large one for holidays. The big flag flown daily at the courthouse receives wind and exposure damage. He also requested a proclamation on proper display of the flag be approved by commissioners either next Memorial day or Flag Day.
11. Rayfield Sparks of Ore City, met with court concerning the Old Rock Building and requested that the court consider leasing or renting the building for period of 5 years to the Upshur County African American Historical Museum and Cultural Center, so we can show what we can do with the building. Court took no action on the proposal, but Judge Still agreed to mail Sparks information detailing how the group might obtain use of the building.
12. Motion by Gaddis Lindsey and seconded by Tommy Stanley to adopt resolution concerning the tobacco litigation settlement. Settlement for Upshur County was in the amount of \$554,028.00. Motion carried and copy attached.

13. Motion by Gaddis Lindsey and seconded by Kenney Thompson for recording purposes only a contract between Upshur County and the Immigration and Naturalization Service. Motion carried and copy attached.

14. Motion by Tommy Stanley and seconded by Gaddis Lindsey for Tommy Stanley to present to HUDCO letter from Tx. Dept. of Housing and Community Affairs concerning Emergency Relief Program for Upshur County. Motion carried and copy attached.

Addendum 1. Motion by Gaddis Lindsey and seconded by Kenney Thompson to approve payment of Attorney fees as submitted by ETCOG for Jim Matthews for the Northeast Texas Flexible Attainment Region. Motion carried and copy attached.

15. Court went into Executive Session with Sara Dumas as authorized by VTCA 551.072.

16. Court Reconvened into open session.

17. Motion by Tommy Stanley and seconded by Kenney Thompson to approve the following permit applications and permit applications submitted to the court.

Special Road Use Agreement by Eagle Logging, Inc. haul logs on Hwy. 271 on Sunflower in Pct. #2.

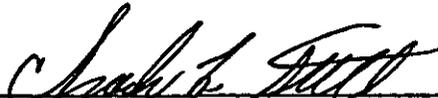
Special Road Use Agreement by Eagle Logging, to haul logs on Hwy. 259 for 1 mile down Snapdragon.

Permit Application of Pritchett Water Supply to place potable water line within ROW of Apple Tree. Copies of all the above attached.

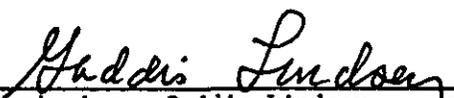
Attendance Sheet placed into minutes.

Printout of bills previously approved on 7-31-1998 placed into minutes.

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



Judge Charles L. Still



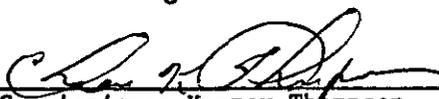
Commissioner Gaddis Lindsey



Commissioner Tommy Stanley



Commissioner Rick Jackson



Commissioner Kenney Thompson

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 10TH
day of AUGUST, 1998.

Charles Still
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley
Tommy Stanley, Comm. Pct. 2

Rick Jackson, Comm. Pct. 3

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

FILED
REX A. SHAW
COUNTY CLERK
98 AUG 10 PM 12:27
UPSHUR COUNTY, TX.
BY _____
NEPITY

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 8-10-98

TO Honorable Commissioners Court of Upshur County

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

FROM:	FUND	DEPT	ACCOUNT	AMOUNT
	<u>17</u>	<u>613</u>	<u>3340</u>	<u>3500 road oil</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO:	<u>17</u>	<u>613</u>	<u>3430</u>	<u>2500 R+M</u>
	_____	_____	<u>3240</u>	<u>1000 trees</u>
	_____	_____	_____	_____

REASON

RT by RB
Dept. Head R+B #3

Attest. County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 8.18.98

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>514</u>	<u>4495</u>	<u>274.98</u>	
	_____	_____	_____	_____	
	_____	_____	_____	_____	
	_____	_____	_____	_____	
TO.	<u>10</u>	<u>514</u>	<u>3380</u>	<u>250.00</u>	<i>misc</i>
	_____	_____	<u>3480</u>	<u>24.98</u>	
	_____	_____	_____	_____	

REASON

Kay Roeder
Dept Head C.J. Annet

Attest: _____
County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date 8-10-98

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>30 426</u>	<u>4010</u> <u>3095</u>	<u>200</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO	<u>10</u>	<u>426</u>	<u>3095</u>	<u>200</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON: Books or publ.

Ray Shaw
Dept Head County Clerk

Attest County Clerk

BUDGET AMENDMENT
LINE ITEM TRANSFER

Date. 7-31-98

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>450</u>	<u>5450</u>	<u>65.00</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO	<u>10</u>	<u>450</u>	<u>4600</u>	<u>65.00</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON

Frankie Hambertis
Dept. Head Dist. Clerk

Attest: _____
County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 8.10.98

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>10000</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO	<u>10</u>	<u>435</u>	<u>410</u>	<u>10000</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON: Oppidety - Criminal

Lauren Parish

Dept Head Dist. Ct.

Attest. _____
County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date 8-10-98

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>565</u>	<u>3115</u>	<u>500</u>
	<u> </u>	<u> </u>	<u>4501</u>	<u>2500</u>
	<u> </u>	<u> </u>	<u>5425</u>	<u>604</u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TO.	<u>10</u>	<u>565</u>	<u>3010</u>	<u>500</u>
	<u> </u>	<u> </u>	<u>3480</u>	<u>2000</u>
	<u> </u>	<u> </u>	<u>4495</u>	<u>500</u>
	<u> </u>	<u> </u>	<u>5450</u>	<u>604</u>

REASON.

R. D. Cron

Dept. Head

Jail

Attest:

County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 8.10.98

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>476</u>	<u>4885</u>	<u>250</u> <i>investig.</i>
			<u>4502</u>	<u>627</u> <i>educ.</i>
			<u>4230</u>	<u>425</u> <i>bonds</i>
			<u>3420</u>	<u>500</u> <i>gas</i>
TO	<u>10</u>	<u>476</u>	<u>3095</u>	<u>1300</u> <i>books</i>
			<u>3010</u>	<u>100</u> <i>ofc</i>
			<u>4145</u>	<u>402</u> <i>transcripts</i>

REASON

Dept. Head

D. A.

Attest

County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date 8.10.98

TO Honorable Commissioners Court of Upshur County

Submitted for your consideration are the following line-item transfers

FROM:	FUND	DEPT	ACCOUNT	AMOUNT
	<u>50</u>	<u>575</u>	<u>4520</u>	<u>2000</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO	<u>50</u>	<u>575</u>	<u>3010</u>	<u>2000</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON

Ro Mitchell
Dept. Head J. Prob.

Attest. County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date. 8.10.98

TO: Honorable Commissioners Court of Upshur County

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

FROM.	FUND	DEPT	ACCOUNT	AMOUNT
	<u>10</u>	<u>650</u>	<u>5400</u>	<u>626</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO	<u>10</u>	<u>650</u>	<u>4495</u>	<u>626</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON:

Jim Key JR
Dept. Head Library

Attest: County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 8.10.98

TO: Honorable Commissioners Court of Upshur County

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

FROM:	FUND	DEPT.	ACCOUNT	AMOUNT
	<u>18</u>	<u>614</u>	<u>3340</u>	<u>40000</u> roadoil
			<u>5600</u>	<u>30000</u>
TO	<u>18</u>	<u>614</u>	<u>3430</u>	<u>10000</u> repain
			<u>5650</u>	<u>30000</u> apt

REASON:


Dept. Head R+B #4

Attest: County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date. 8-10-98

TO: Honorable Commissioners Court of Upshur County

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

FROM:	FUND	DEPT	ACCOUNT	AMOUNT
		<u>RESERVE-S</u>		
TO	<u>15</u>	<u>611</u>	<u>5650</u>	<u>14000</u>

REASON Equipment purchase

Gadels Lindsey
Dept. Head PCA/R&B

Attest _____
County Clerk

VOL 51 PG 679

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-11-98 Dept Sheriff - Jail
 Employee Mitchell, Laura L
 Social Security No 429-17-8882 Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	14,16	1725.00
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments

New Jail Position

Authorized by: R.D. Crow

Approved by _____

Date: 8-3-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-3-98 Dept. Sheriff-Sail
 Employee Sharon Roemelin
 Social Security No. 460-57-8187 Emp. ID# 892

VOL 51 PG 689

X	CHANGES(S)	FROM	TO
	Grade Step	14,16	1725-LB
	Rate		
	Department		
	Position		

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

Comments
New Employee

Authorized by:
 Approved by: R.D. Crow Date: 8-4-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-11-98 Dept Sheriff - Sal

Employee Teffeller, Allen

Social Security No 466-37-5087 Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	14, 16 1725 LD	
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments
New Sal Position

BY _____
 98 AUG 10 AM 10:41
 COUNTY CLERK

Authorized by _____
 Approved by: R.D. Crow Date 8-6-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-17-98 Dept Sheriff - Sail

Employee Thomas, Robert

Social Security No 467-66-5574 Emp. ID# _____

VOL 51 90682

X	CHANGES(S)	FROM	TO
	Grade Step	14,16	1725-10
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments
New Sail Position

98 AUG 10 11:10:41
 REX
 COPI
 SHAW
 1880

Authorized by _____

Approved by R.D. Crow

Date 8-6-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-12-98 Dept Sher. H - Jail
 Employee Wilburn, Brad
 Social Security No 456-91-1404 Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	14,16	1725.40
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments:
New Jail Position

Authorized by _____
 Approved by R.O. Crow Date 8-6-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-1-98 Dept 560/6 Sheriff
 Employee Matt Alford
 Social Security No. _____ Emp. ID# 471

VOL 57

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 17 years 28/month

Authorized by [Signature]
 Approved by _____ Date 8-04-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-1-98 Dept 560/Co. Sheriff
 Employee Ron Benge
 Social Security No. _____ Emp. ID# 424

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 9 years \$36/month

Authorized by:

[Signature]

Approved by:

Date:

8-04-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-1-98 Dept. 665 / Co. Extension
Employee Mary Rose Campbell
Social Security No. _____ Emp ID# 237

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 14 years # 56 months
98 AUG 10 11:11 AM
CO. EXTENSION
REASON FOR CHANGE

Authorized by: *[Signature]*
Approved by: _____ Date: 8-04-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-1-98 Dept 565/Co. Jail

Employee Pam Edge

Social Security No _____ Emp ID# 791

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

8-04-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-1-98 Dept. 476 / D.A.

Employee Carolyn Jones

Social Security No _____ Emp. ID# 170

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

98 AUG 10 AM 10:30
REC'D
CO. 1
SHAW
HARRIS

Comments Longevity 6 years 24 months

Authorized by Myra Harris
Approved by _____ Date 8-04-98

VOL 51 PG 689

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-1-98 Dept 613/ Pct# 3
 Employee Danny Thompson
 Social Security No _____ Emp ID# 789

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

98 AUG 10 11:00:42 AM
 TEXAS COUNTY
 HUMAN RESOURCES

Comments Longevity 2 years #8/month

Authorized by: [Signature]
 Approved by: _____ Date: 8-04-98

VOL ⁵¹ ⁸⁶ ⁶⁴⁰ UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-1-98 Dept. Sheriff - Disp.
 Employee Paul Steelman
 Social Security No 454-33-4972 Emp ID# 565

X	CHANGES(S)	FROM	TO
	Grade Step	14,16 1725.00	14,17 1750.00
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments:

98 AUG 10 11:10 AM
 HENRI L. U.
 DEPT. OF
 SHERIFFS
 COUNTY
 TEXAS

Authorized by

Approved by R.D. Crow

Date 8-3-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-1-98 Dept. 560/B. Sheriff
Employee Wayne Young
Social Security No _____ Emp. ID# 375

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

REASON(S) FOR THE CHANGE(S)

	Hired		Re-Hired
	Introductory Period Ended		Mert Increase
	Promotion		Transfer
X	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged 98
	Leave-of-Absence		Other 01 AUG 10

Comments

Longevity 10 3/4 years # 47 months

Authorized by

Myra Harris

Approved by:

Date:

8-04-98

VOI 51 1692
OPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date Aug 1, 98 Dept. 479
 Employee DANK TIMMONS
 Social Security No. 461-33-0015 Emp ID# 876

X	CHANGES(S)	FROM	TO
	Grade Step	8/12	8/16
	Rate		\$1425/MO
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)	
<input type="checkbox"/>	Hired
<input type="checkbox"/>	Introductory Period Ended
<input type="checkbox"/>	Promotion
<input 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

98 AUG 10 11:10:4
 REFILED
 SHAW
 ENR

Comments Completed probation, reached level of proficiency to Merit increase, Money is available in budget.

Authorized by [Signature]
 Approved by _____ Date 8-10-98

TREASURER'S MONTHLY REPORT

BY MYRA HARRIS, COUNTY TREASURER

JULY 1 THROUGH JULY 31 1998

VOL 21 PG 693

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENT BALANCE	TOTAL DEPOSITS
OPERATING ACCOUNT	7,851,078.05	384,256.12	1,462,757.75	6,772,576.42	3,079,865.89	2,008,460.75	37,564.93	6,735,011.49	6,772,576.42
INSURANCE ACCOUNT	254,478.84	17,035.68	72,696.38	198,818.14	250,000.00	188,000.00	10,818.14	188,000.0000	198,818.14
IRC/125 ACCOUNT	2,186.75	11,970.12	10,863.79	3,293.08	0.00	0.00	3,293.08	0.00	3,293.08
INSURANCE CLEARING	0.00	49,184.23	49,184.23	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	8,107,743.64	462,446.15	1,595,502.15	6,974,687.64	3,329,865.89	2,196,460.75	51,676.15	6,923,011.49	6,974,687.64

INDEBTEDNESS

1997 CERTIFICATES OF OBLIGATION	3,340,000.00
REFUNDING BONDS SERIES 1997	1,045,000.00
ROAD & BRIDGE #2/TRACTOR BACKHOE	7,476.52
ROAD & BRIDGE #2/MOTOR GRADER	68,075.62
ROAD & BRIDGE #1/WHEEL LOADER & BACKHOE	26,068.52
ROAD & BRIDGE #1/MOTOR GRADER	69,009.12
ROAD & BRIDGE #3/1994 PUG MILL	77,143.71
ROAD & BRIDGE #3/ROAD RECLAIMER	48,643.76
ROAD & BRIDGE #1/1998 MOTOR GRADER	79,796.49
BANK PROPERTY	187,965.74
TOTAL INDEBTEDNESS	4,949,179.48

The above information is found to be true and correct.

Charles L. Still
County Judge, Charles L. Still

Gaddis Lindsey
Commissioner, Pct. 1, Gaddis Lindsey

Tommy Stanley
Commissioner, Pct. 2, Tommy Stanley

Commissioner, Pct. 3, Rick Jackson

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

Submitted under the provision of the Local Government Code Section 114.026

Myra Harris
Myra Harris, County Treasurer

(INVESTMENT REGISTER ON BACK) DEPUTY BY

UPSHUR COUNTY, TX.

98 AUG 10 AM 10:39

FILED
REX A SHAW
COUNTY CLERK

UPSHUR COUNTY INVESTMENT ACTIVITY FOR JULY 1998

ACCOUNT	CD#	AMOUNT	PURCHASED	% RATE	DAYS INVESTED	MATURITY	JULY INTEREST	TOTAL INTEREST
'97 JAIL EXPANSION	29248	799,865.89	06/23/98	5.75	20	07/13/98	2,520.13	2,520.13
	29273	450,000.00	07/13/98	5.64	14	07/27/98	973.48	973.48
	29436	458,460.75	07/27/98	5.67	14	08/10/98		
AVAILABLE SCHOOL	28307	156,318.55	10/13/98	5.65	259	10/13/98	725.92	4,403.88
	28481	93,043.96	05/29/98	5.79	137	10/13/98	442.95	915.43
INSURANCE	28321	105,000.00	02/03/98	5.72	155	07/08/98	559.46	2,550.48
	29249	70,000.00	06/23/98	5.75	15	07/08/98	165.41	165.41
	29261	75,000.00	06/30/98	5.68	24	07/24/98	280.11	280.11
OPERATING	29268	130,000.00	07/08/98	5.64	30	08/07/98		
	28248	550,000.00	01/30/98	5.65	164	07/13/98	1,021.64	13,962.47
	28253	500,000.00	12/23/97	6.81	12 mo.	12/23/98	2,798.63	19,776.99
	28320	600,000.00	02/03/98	5.72	174	07/27/98	2,162.63	13,539.95
	28330	450,000.00	02/06/98	5.72	206	08/31/98	2,115.62	10,648.62
	28337	600,000.00	02/09/98	5.72	233	09/30/98	2,820.82	14,198.14
	28343	350,000.00	02/17/98	5.70	174	08/10/98	1,639.73	8,253.28
	28367	350,000.00	03/07/98	6.62	366	03/07/99	1,904.38	7,807.96
	28387	300,000.00	03/23/98	5.65	154	08/24/98	1,393.15	5,711.92
	28441	250,000.00	04/30/98	5.74	131	09/08/98	1,218.77	2,437.54
	28459	150,000.00	05/11/98	5.74	158	10/16/98	707.67	1,462.51
	28469	120,000.00	05/18/98	5.80	148	10/13/98	572.05	1,163.17
	28482	250,000.00	05/29/98	5.79	154	10/30/98	1,189.73	2,458.77
	29109	150,000.00	04/07/98	5.63	128	08/13/98	694.11	2,128.60
	29169	250,000.00	05/08/98	5.74	137	09/22/98	1,179.45	2,437.53
	29221	500,000.00	06/08/98	5.74	154	11/09/98	2,358.90	2,358.90
	29260	280,000.00	06/30/98	5.68	8	07/08/98	348.58	348.58
	29267	275,000.00	07/08/98	5.64	114	10/30/98		
	29272	400,000.00	07/13/98	5.64	14	07/27/98		
	29435	425,000.00	07/27/98	5.67	14	08/10/98		
PERMANENT SCHOOL	28481	6,291.90	05/29/98	5.79	137	10/13/98	29.78	61.55
	29001	1,100,896.33	10/21/97	7.15	18 mo.	04/21/99	6,469.65	58,873.84
-----							36,292.75	179,439.24
-----							-----	-----
Total: 10,194,877.38							-----	-----
-----							-----	-----

VOL 51 PG 694

Vol 51 PG 695

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

OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

FILED
REX A SHAW
CLERK

98 AUG 10 AM 10:39

UPSHUR COUNTY, TX.

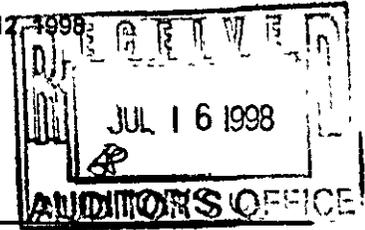
THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES, CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

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

CHANGE ORDER NO 7
INITIATION DATE June 29, 1998
CONTRACT FOR: Masonry

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

CONTRACT DATE: January 17, 1998



The Contract is changed as follows
Blocking up two (2) additional door ways at existing work out room TOTAL ADDED: \$ 350 00

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

The original (Contract Sum)(Guaranteed Maximum Price) was	\$	402,476 00
Net change by previously authorized Change Orders	\$	22,186 00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$	424,662.00
The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	350 00
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$	425,012 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
ADDRESS *(Signature)*
BY *(Signature)* DATE _____
Dinosaur Valley Construction, Inc.
P O Box 7578
New Ross, TX 76043

ARCHITECT
ADDRESS _____
BY *(Signature)* DATE 7-9-98

CONTRACTOR
ADDRESS **PROGRESSIVE MASONRY**
RT. 1 BOX 355
DIANA, TX 75640
BY *(Signature)* DATE 7-1-98

OWNER
ADDRESS _____
BY *(Signature)* DATE 7-17-98

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

FILED
REX A. SHAW
COUNTY CLERK

98 AUG 10 AM 10:39

UPSHUR COUNTY, TX.

BY _____
DEPUTY

PROGRESSIVE MASONRY & CONTRACTING SERVICES Inc.

JEFF WEST 903-777-4543

Fl. 1 Box 355 Diana, Texas 75640 June 24, 1998.

Upshur County Jail Expansion

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

Work performed at
405 North Titus
Gilmer, Texas 75644

McDonald Architects
Lamar McDonald A.I.A.
One Summit Avenue
Suite 614
Fort Worth, Texas 75102
817-335-2882 Fax to: 817-335-2883

OK
[Handwritten signature]

Re: Request for change order
Additional work on Upshur County Jail Expansion
Blocking up 2 additional door ways at existing work out room
2 Bricklayers and 2 Helpers @ 4 Hours = \$350.00

Respectfully Submitted
[Handwritten signature]
dba Progressive Masonry

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

OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

FILED
REX A. STELL
COUNTY CLERK
98 AUG 10 AM 10:39
UPSHUR COUNTY, TX.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES, CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITSITY
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 2
INITIATION DATE: June 25, 1998
CONTRACT FOR: Fire Standpipe
CONTRACT DATE: January 12, 1998

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

The Contract is changed as follows
Replace water motor alarm. Add \$ 475 00
Underground repair. Add \$7,553 00
6" Main repair Add \$5,194 40
Total Add \$13,222 40

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

The original (Contract Sum)(Guaranteed Maximum Price) was	\$	46,250 00
Net change by previously authorized Change Orders	\$	-3,180 00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$	43,070 00
The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	13,222 40
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$	56,292 40

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

ARCHITECT
ADDRESS _____
BY *[Signature]* DATE *6-25-98*

CONTRACTOR A & C Fire Protection
ADDRESS P.O. Box 1130
Glen Rose, Texas 76043
BY *[Signature]* DATE *7-6-98*

OWNER
ADDRESS _____
BY *[Signature]* DATE *7-17-98*

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 US copyright laws and is subject to legal prosecution This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below



Charles L. Still, County Judge
Upshur County Commissioners Court
PO Box 730
Gilmer, TX 75644

Dear Judge Still:

Your Court is to be commended for the progress of your 9-1-1 system. I was quite impressed with the things that Jan Funderburgh and I found during our review of your system.

At your request we reviewed the system in detail, and prepared a report of our findings. The report is included with this letter I hope you and your commissioners will find the report useful.

In summary, our recommendations are as follows:

1. Request, through ETCOG, to work directly with the telephone companies on the creation and maintenance of your Master Street Address Guide (MSAG) *Count*
2. Continue to maintain the addressing and mapping project "in house".
3. Hire a part-time person as a driver for the addressing project

Your court is to be commended for the things you have achieved We are of the opinion that Upshur County is far ahead of the typical county your size in the things you have accomplished. You currently have competent and efficient personnel managing the project, and you can expect many benefits in coming years without a major increase in expense, if the system is given proper support

I refer you to the accompanying report for details of how we arrived at the above conclusions and recommendations.

Yours truly,

H. W. Glover, Jr.
H.W. Glover, Jr
Executive Director

CC: Gaddis Lindsey
Tommy Stanley
Rick Jackson
Charles Thompson

FILED
REX A. SIMMONS
COUNTY CLERK
98 AUG 10 AM 10:39
UPSHUR COUNTY, TX
BY _____
OFFICE

... When Seconds Count - Call 9-1-1.

Report: 9-1-1 and Rural addressing in Upshur County, Texas
Date: July 15, 1998

Prepared by: H.W. Glover, Jr., Executive Director, 9-1-1 Network of East Texas
Jan Funderburgh, Data Base Manager, 9-1-1 Network of East Texas

Note: The accompanying report was prepared by the request of Judge Still, at no cost to Upshur County. The 9-1-1 Network of East Texas is the emergency communications district that implemented and manages the 9-1-1 system in Smith County, Texas. The 9-1-1 Network of East Texas, working under contract for the East Texas Council of Governments, also managed the initial planning and implementation of the Upshur County 9-1-1 System. However, this contract was completed, and we have not had an involvement with the Upshur County system in five years.

Background Information: The Upshur County 9-1-1 system was implemented at the ANI level (automatic number identification) and one year later was upgraded to the current ALI level (automatic location identification). An ALI system will display the physical address of a telephone caller when (a) a valid addressing exists, and (b) the telephone company records have been updated to reflect proper addresses.

Rural Upshur County did not have a valid addressing system when the system was upgraded to ALI, meaning that only those citizens living in addressed cities received the full benefits of the ALI system. To correct this shortcoming the commissioner court located funding and contracted for rural addressing services.

Report: Your county is favorably poised to make great strides in address and mapping, and you have the tools in place to do so. Your addressing project will be a great asset for the county.

To help achieve a balanced understanding of the role of rural addressing in a 9-1-1 system we would like to point out a distinction, or differentiation, between rural addressing and 9-1-1. Essentially, your 9-1-1 system, narrowly defined, is the telephone part of the emergency response system. It is not the response agencies, not the radio system, not the law enforcement information system, and not the mapping system. Of course all of these things are a part of what the public perceives as a 9-1-1 system, but they do not fit within the definition of the system that ETCOG is charged with providing.

We began our analysis of your project with a review of your 9-1-1 system, not with the addressing project or the mapping. Specifically, we took a close look at your MSAGs (Master Street Address Guide). This is because the MSAG is the heart of your system. An accurate MSAG must be created, along with an effective MSAG maintenance process, before the system can operate properly. This should be your first priority, with addressing and mapping to follow.

To help a 9-1-1 system provide the best possible information to assist the dispatchers and emergency responders it is necessary to have an accurate MSAG. A good rural addressing system will allow you to create a useful MSAG. To achieve this you need good maps, and one of the best ways is to create an accurate and current computerized map. This is a difficult and expensive undertaking, and requires wide input from many county entities, public and private, to achieve a workable product. Most of this pain and expense is now behind you; your court has taken the initiative and created a base map that would be the envy of most rural counties. You now need to take this base map and use it to implement an accurate rural addressing program. Much of this task has been performed, but not all of it. You must now recognize the needs, take the initiative to provide the required tools, be certain that you have competent and trusted staff, then allow them to complete their work without undue external influence. We feel you are very close to achieving this now. The continuation of this report will be to explain how we arrived at these conclusions.

MSAG Creation and Maintenance

In reviewing your MSAG procedures we identified several areas that require strengthening. Your staff had previously identified most of this, and they were already working on strengthening the MSAG process. However, they will require the assistance of the Commissioner's Court to complete some of the tasks.

The MSAG process is used to convey information about Upshur County roads to the telephone companies. It maintains continuity by assuring that only authorized spellings and abbreviations are used; it prevents unauthorized road names from being used. It will assure that proper names, such as US Hwy 271, are used rather than "generic" names such as "Tyler Hwy" or "Pittsburg Hwy". This is important for the operation of the 9-1-1 System, and will be extremely important as the system is integrated with such things as a computer aided dispatch or a computerized mapping system.

An MSAG is simply a listing of approved road names for Upshur County and the associated house number ranges. This assures the use of only authorized road names, using approved spellings and abbreviations. It may also be used to convey jurisdictional boundaries. For example, Hwy 271 is partially in Gladewater and Gilmer, as well as in rural Upshur County. This means that at least three different law enforcement agencies have jurisdiction over various sections of the highway. Additionally, Hwy 271 passes through the territory of several different fire departments. A detailed MSAG can identify the correct service provider for the caller's address.

Poor communications with ETCOG seems to be a problem, and will require work by both agencies to improve. Your staff was unable to produce a current copy of your MSAG, or a listing of their ESN (Emergency Service Number) assignments. They were not satisfied with this situation, and indicated they have been trying to obtain a current copy for over a month. They have requested a current copy from ETCOG, who in turn was to request a copy from GTE Telephone. We did not attempt to identify where the delay was coming

from, but rather focused on possible improvements to the process. GTE now uses a computer program they call MSAG Mail, and it may be available and appropriate for your needs. This will allow you to use a computer and modem to review the current status of any road in the MSAG, and make timely changes and updates on-line as needed. You have the necessary equipment in your office to do this type of maintenance, but your staff does not have the authority to deal directly with GTE with issues concerning MSAG maintenance. It is our suggestion that you obtain authorization for your staff to work directly with GTE rather than routing all information through ETCOG, whether this be with using MSAG Mail or the conventional MSAG process. This should strengthen your MSAG process by giving you direct control, speed up the process by requiring the information to pass through fewer hands, and simplify the work load of ETCOG by relieving them of the responsibility to do your maintenance. ETCOG is the "customer" for GTE (the bill is paid by ETCOG) and would normally be the entity that is required to sign off on MSAG updates. However, the telephone companies are realizing that it is more timely and accurate to deal directly with the addressing authorities rather than the COGs themselves, and are doing so today in some counties. Also, you will soon be assisting the telephone companies in updating the addresses in their customer records and this too will proceed smoother if your staff is working directly with the telephone companies. *how*

It is our suggestion that Upshur County request to work directly with the telephone companies rather than through ETCOG, for purposes of MSAG maintenance. We suggest the Commissioner's Court submit this request to ETCOG. Additionally, we suggest your staff request a joint meeting with ETCOG and GTE to review MSAG status and update procedures. Your staff needs more training and education of the workings of your 9-1-1 system. They can obtain this by working more closely with the telephone companies.

Another related change we suggest you implement is the routing of 9-1-1 Problem Call Reports through your 9-1-1 staff, rather than sending them directly to ETCOG. These reports often indicate discrepancies in the MSAG process, or inaccurate telephone customer information. Your 9-1-1 office is better prepared than anyone to resolve the discrepancies, and the reports can at times indicate errors that need correcting in your MSAG. These should always be investigated, and needed corrections implement by your staff. We suggest your staff be the first to review these, forwarding only the needed corrections to ETCOG and/or the proper telephone company. They should set up a procedure for tracking these reports to resolution, as well as procedures for assuring timely corrections of error reports submitted to them by the telephone companies.

Also, in relation to MSAGs, we suggest not routing these through the postal authorities. Certainly the USPO should be involved in your decision making process, but having them actually sign off on the MSAGs themselves seems to be an unnecessary delay in the process. Your staff is capable of being certain that only USPO acceptable names are used, and that they are not duplicated. We recommend putting confidence in your staff, and giving them the responsibility for accuracy.

Additionally, your staff has been required to provide detail maps to the telcos to prove their MSAGs are accurate. We have never seen this required before, and doubt that they are actually used by the telcos. We once again suggest a direct working relationship between your staff and the telco staff to determine if this procedure is actually required or necessary. It appears to be unnecessary work.

Addressing and Mapping

After completion of the review of your MSAG process and other basic system operations we then reviewed your rural addressing program. We were very impressed with what we found. You previously made us aware of the difficulties and dissatisfaction you encountered with the firm originally contracted to perform this service. You have done an excellent job of taking the product the contractor produced and using it as a building block for a successful rural addressing project. Rural addressing is a very complicated, time consuming project, and requires much work and local involvement to complete. Your original expectations of what the contractor would produce were perhaps a bit optimistic, but he did provide you the tools needed to continue with the project. You have a detailed, and apparently quite accurate, computerized map base to work with. You have excellent hardware and software to maintain, update, and improve the maps. We strongly urge you to continue the addressing project in-house. We think this will give you a more accurate and timely project, more useful project output, and be much less expensive than hiring someone else to complete it. I will attempt to explain.

If you hire someone to complete the project it is important that someone from your office stay in constant contact with him or her to assure that they are producing what you expect to receive. This appears to be a part of the breakdown with the original contractor; he did not know what you really expected, although he thought he did. Much fieldwork will be required, and it will be more accurate if it is prepared and maintained by people living and working here. Before the project is even completed it will begin the process of becoming outdated, and will require constant maintenance and updating. This will never end. New roads, new homes, will be added to your county constantly, and someone will need to update the map base. Someone will need to be available to assign new addresses as these homes are built, and work with the post office, telephone companies, and other entities to maintain accurate records. These are specialized jobs, requiring specialized training. Your current staff has much of the required training completed, they are capable of doing the same quality of work as an outside contractor, with the added benefit of providing you constant contact with the project.

As you begin the process of implementing the new addresses you must provide a source for your citizens to come to for address assignment for new homes. Your challenge is to provide good customer service, the level of service you expect as a customer. You can provide that today with the office and equipment you have in place. Once you begin the conversion of rural routes (which is imminent, you have already asked to post office to begin) you should challenge yourself to have someone available in your 9-1-1 office.

during normal business hours to assist people with address assignment. This person can work on map base updates and MSAG maintenance while not assisting customers.

You currently have two staff people capable of performing most or all of the above functions, and this should be adequate for some time. However, when field-checking roads, a driver is needed for the technician that is doing the GPS and mapping work. This can be a low-tech position, at or near minimum wage, simply to drive while your technician performs the necessary data input. We recommend the hiring of a driver on a part time basis as soon as you begin the route conversion process. Currently it is necessary for both of your staff to leave the office for field checking and we do not recommend continuing this after the conversions begin. Also, for safety purposes, we would suggest the installation in their vehicle of a radio on the sheriff's department frequency, and/or a cellular telephone.

Your original contractor mapped and addressed the entire county, and built resident information files, before the conversion process began. The problem with this is the continual change of residents. We recommend building the info files only as needed for conversion. If you get too far ahead they will go out of date again. This can be a benefit for you. You do not need to hire a lot of people, or contractors, to do a massive amount of work up front. You can do it as you go along, with minimal staff and minimal expense.

Also, we would like for you to reconsider the usage of the information collected. The original contractor envisioned your using the customer information files to look up people needing assistance using name, address, phone number, and perhaps other ways. This is a commendable goal, but perhaps not a realistic expectation for an addressing project. Additionally, your law enforcement agencies were led to believe this information would be available to assist them with their law enforcement needs.

The difficulty is the maintenance of this information. Many people move within Upshur County every day, and you are not made aware of it to update your records. To develop and maintain the necessary procedures for obtaining this level of personal information will be very expensive. The use of it for law enforcement purposes will perhaps dissuade your citizens from cooperating to the degree desired for accurate addressing. This personal information is rarely needed for the provision of emergency service, but is immediately available from the telephone companies for assistance with 9-1-1 calls when needed. It is also available to the law enforcement agencies when needed, although it may require a subpoena for them to obtain the information.

With good telephone records reflecting accurate addresses, and good maps available, homes can be rapidly located in an emergency. We suggest you focus the efforts of your 9-1-1 office in the achieving of this, and not try to maintain accurate personal information after the initial address conversion. We recommend that you consider personal information confidential and not available for public inspection to the extent allowed by law. Much of this information is obtained from utility companies under non-disclosure statements. The ACSEC is currently obtaining an Attorney General opinion of the status

of this information. To limit your own liability exposure we recommend the provisioning of personal information to no one outside the 9-1-1 staff, not even to law enforcement agencies.

We do encourage you to provide cross-reference information of old address to new address, but to exclude such information as name and telephone number. Also, we encourage you to make your maps widely available to the public. The Public Information Act appears to require this, and we encourage you to strive for easy availability of your maps to the public. Your maps are of a higher quality than those we were able to obtain previously, and we encourage you to use these as a tool to gain acceptance of the new addressing system. The more the public uses the maps and addresses, the more accepted will be the project. Public support will be required to make the project a success, and the sharing of your maps will encourage this.

In closing, let me once again point out the positive things I observed. Your map base was more accurate than expected. Your software (MapInfo) is an excellent product for maintaining the project. Your mapping hardware is top of the line (computer and plotter), capable of quality output. Your staff has a very good understanding of how to use the hardware and software, having completed much training on their own. Your GPS equipment is very accurate and efficient. All basic 9-1-1 maintenance procedures are in place and your staff is certainly capable of making full use of them, if they receive the backing of the Commissioner's Court.

In summary, there seems to be a feeling of "lack of control" at this time. They are very frustrated with the cumbersome processes required for maintenance, and I feel their complaints are valid. The changes we are suggesting should improve the process for both Upshur County and ETCOG and I encourage the Commissioner's Court to implement these changes. In general, I think this is not a radical move for the county, and certainly is more economically feasible, in both the short and long run, than bringing in an outside contractor. You have a great system, and have achieved much. I urge you to continue moving forward.

In review, our recommendations are as follows

1. Request, through ETCOG, to work directly with the telephone companies on the creation and maintenance of your Master Street Address Guide (MSAG).
2. Continue to maintain the addressing and mapping project "in house".
3. Hire a part-time person as a driver for the addressing project.

Please contact us if you have questions, or if Jan or I can be of further assistance.



H.W. Glover, Jr.

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

Attorneys at Law

WAHRENBERGER HOUSE
208 WEST 14TH STREET
AUSTIN, TEXAS 78701
(512) 482-8781
FAX (512) 488-0902

JAMES P. ALLISON
ROBERT T. BASS

FILED
REX A SHAW
COUNTY CLERK

98 AUG 10 AM 10:40

C. REX HALL, JR.
UPSHUR CO. CLERK
ANTHONY J. NELSON

BY _____ DEPUTY

MEMORANDUM

TO: Commissioners Court Members
FROM: James P. Allison *Jim Allison*
RE: TOBACCO LITIGATION SETTLEMENT
DATE: July 28, 1998

It's official! On Friday afternoon, July 24, 1998, U S District Judge Robert Folsom executed an Order approving the agreement between the State of Texas and its political subdivisions. This Order incorporates the negotiated agreement between the State of Texas and its counties and hospital districts into the Final Judgment in the tobacco litigation.

I apologize to those county officials and my other county clients who have been unable to reach me by telephone. The motions and order for Judge Folsom were still being revised on Friday afternoon and my efforts were required to complete these tasks. During the past three months, my associate Rex Hall and I have devoted our full attention to obtaining this settlement. We appreciate your patience and understanding

While some details remain for legislative consideration in January, all important elements are resolved in the settlement documents. This settlement is not contingent upon any further statute or appropriation. To provide further information on the implementation of the settlement, we have prepared the attached question and answer sheet. While no action is required to confirm this settlement, we have enclosed a draft resolution for your consideration to commemorate this historic achievement.

If you have further questions, please write or call. We will provide a response as soon as possible.

**QUESTIONS AND ANSWERS ON THE
TOBACCO LITIGATION SETTLEMENT**

1. Does the Commissioners Court need to approve the agreement?

No. The agreement has been incorporated into the settlement between the State of Texas and the tobacco companies. You may be required to execute a release to receive the initial payment in January, 1999.

2. Does this agreement release all claims by counties and hospital districts against the tobacco companies?

Yes. The U S. District Court has ordered that all claims by political subdivisions be released in exchange for this settlement.

3. Can the \$2.25 billion total settlement for counties and hospital districts be reduced or increased?

Possibly. If the Health Care Finance Administration (Medicaid) recovers a portion of the settlement from the State of Texas, the Permanent Trust Account will be reduced proportionately. There are also inflation clauses that may increase the account in the future. These factors should not affect the \$300 million payment in January, 1999.

4. Are these funds restricted to health care use?

No. Since the initial payment represents past damages, it is not restricted and may be budgeted and expended for any lawful purpose. However, this is certainly the largest payment that will be made. A prudent policy would include placing some portion of this payment in a reserve fund for future health care costs. The future payments from the Permanent Trust Account will be based upon county expenditures for the previous calendar year and are not restricted.

5. If we use these payments for health care costs, can we count this expenditure toward the future annual distribution from the Permanent Trust Account?

Yes. Unlike reimbursement from other sources (Medicaid, State Assistance Fund, other entities) payments from this settlement can be used to fund the county health care budget and will be included in the distribution from the Permanent Trust Account.

6. Why is the first payment based upon population according to the 1990 census and future payments based upon cost reimbursement?

Since no system presently exists to compare costs, the first payment will be based upon population. Beginning in 1999, hospital districts will report their taxes collected and counties will report their expenditures to create a cost reimbursement system.

7. Why will hospital districts report taxes collected and counties report expenditures?

The permanent trust account is designed to partially reimburse local health care efforts. The taxes collected by the hospital district constitute its local taxpayer effort. Since counties use a unified tax rate, expenditures must be reported to determine local taxpayer effort.

8. Why do counties add an additional 15% to their total unreimbursed health care report?

Since counties primarily purchase health care services, this adjustment will include their approximate administrative costs, already included in the hospital district reports.

9. Will our county receive credit for services provided by the purchaser of our public hospital?

Yes Services rendered as part of the purchase of a public health facility will be reported as an expenditure at Medicaid rates.

10. Will our reported expenditures be limited to our indigent health care costs?

No. All county health care costs for the general public will be reported, including EMS, jail inmate health care, clinics, medical assistance programs, etc.

11. Will our county payments be reduced for attorney fees?

No. While some large hospital districts retained attorneys at their own costs, our firm agreed to represent counties at our normal, discounted rate to be paid by the Texas Association of Counties.

12. Will counties located wholly within a hospital district receive any payment?

No. Since the hospital district is required to provide all public health services, it will receive all payments. The hospital district may include unreimbursed county inmate health care costs in its report.

13. Since our county has a hospital district in part of the county, will we receive any payments?

Yes. The initial payment will be divided between the county and hospital district on the basis of population. If you reach an agreement on the percentage division by population, forward your signed agreement to the Texas Department of Health. If you cannot agree, the Department of Health will determine the population percentage. In future years, the hospital district will report its taxes collected and the county will report its health care expenditures.

14. Why are all reports and distributions based upon a calendar year?

The tobacco company payments will be received in January of each year. Since counties and hospital districts use a variety of fiscal years, the calendar year is a reasonable compromise.

15. Does this settlement affect our indigent health care program and responsibilities.

No. This agreement is separate from these statutory responsibilities. However, these programs are under study by the legislature.

16. Do these payments increase the county effective tax rate?

No. These payments are not taxes and are not included in the calculation of the rollback rate. However, expenditure of these funds must be included in the county budget.

17. Who is responsible for this settlement?

Many persons. Attorney General Morales filed the initial lawsuit and secured the state settlement. The County Judges and Commissioners Association of Texas monitored the lawsuit and participated in the negotiations. The Association of Counties provided financial support. The hospital districts provided information and legal support. Rep. Robert Junell, Sen. Bill Ratliff, Speaker Pete Laney, and the other state leaders demonstrated wisdom and good judgment by formulating the Permanent Trust Account and committing the enhanced payments to this settlement. Commissioner Betty Armstrong and my associate attorney, Rex Hall, provided energetic support to our efforts.

RESOLUTION

Whereas, an historic agreement between the State of Texas and its political subdivisions, concerning the tobacco litigation, has been approved by the U.S. District Court; and

Whereas, this agreement will provide a \$2.25 billion fund for the benefit of Texas counties and hospital districts; and

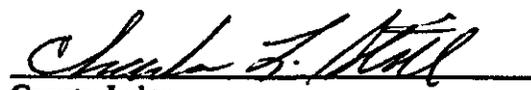
Whereas, this agreement will partially repay Texas counties and hospital districts for the tremendous cost of public health care for tobacco-related illness; and

Whereas, this agreement will provide a Permanent Health Care Account to benefit our taxpayers and citizens in the future; and

Whereas, this agreement was achieved through the cooperative efforts of all participants; now

Therefore, be it resolved that the Commissioners Court of Upshur County, Texas recognize the excellent representation provided by the County Judges and Commissioners Association of Texas and the Texas Association of Counties in this effort, and further acknowledge the extraordinary public service rendered by Rep. Robert Junell, Sen. Bill Ratliff, Speaker Pete Laney and our other state leaders in this achievement.

Read and Adopted this 10th day of August, 1998


County Judge

Attest:


County Clerk

Initial proceeds from tobacco suit, by county

Listed here and on page 6 are preliminary estimates that show the amount of money that is to be distributed within each county on Jan. 4, 1999. Depending on the legal responsibility for indigent health care, the payment may be made to the county, hospital district and/or other political subdivision responsible for indigent care.

County	Amount	County	Amount	County	Amount	County	Amount
Anderson	\$848,155	Callahan	\$209,443	Deaf Smith	\$338,263	Goliad	\$105,613
Andrews	\$253,224	Cameron	\$4,593,998	Delta	\$85,780	Gonzales	\$303,859
Angelina	\$1,234,226	Camp	\$174,915	Denton	\$4,830,745	Gray	\$423,283
Aransas	\$315,992	Carson	\$116,139	DeWitt	\$332,735	Grayson	\$1,678,173
Archer	\$140,812	Cass	\$529,514	Dickens	\$45,407	Gregg	\$1,853,494
Armstrong	\$35,693	Castro	\$160,186	Dummit	\$184,258	Grimes	\$332,523
Atascosa	\$539,246	Chambers	\$354,776	Donley	\$65,275	Guadalupe	\$1,145,727
Austin	\$350,254	Cherokee	\$724,969	Duval	\$228,146	Hale	\$612,327
Bailey	\$124,758	Childress	\$105,136	Eastland	\$326,518	Hall	\$68,966
Bandera	\$186,536	Clay	\$177,035	Ector	\$2,100,502	Hamilton	\$136,573
Bastrop	\$675,766	Cochran	\$77,303	Edwards	\$40,020	Hansford	\$103,282
Baylor	\$77,444	Coke	\$60,472	Ellis	\$1,504,141	Hardeman	\$93,303
Bee	\$443,911	Coleman	\$171,489	El Paso	\$10,448,468	Hardin	\$729,756
Bell	\$3,374,819	Collin	\$4,663,159	Eroth	\$494,351	Harris	\$49,772,419
Bexar	\$20,935,330	Collingsworth	\$63,103	Falls	\$312,813	Harrison	\$1,015,211
Blanco	\$105,472	Colorado	\$324,664	Fannin	\$438,065	Hartley	\$64,180
Borden	\$14,111	Comal	\$915,409	Fayette	\$354,899	Haskell	\$120,449
Bosque	\$267,124	Comanche	\$236,323	Fisher	\$85,515	Hays	\$1,158,814
Bowie	\$1,442,292	Concha	\$53,760	Floyd	\$150,066	Hemphill	\$65,699
Brazoria	\$3,385,751	Cooke	\$543,555	Foard	\$31,684	Henderson	\$1,033,932
Brazos	\$2,152,214	Coryell	\$1,134,071	Fort Bend	\$3,981,177	Hidalgo	\$6,773,816
Brewster	\$153,316	Cottle	\$39,684	Franklin	\$137,792	Hill	\$479,427
Briscoe	\$34,810	Crane	\$82,159	Freestone	\$279,363	Hockley	\$427,380
Brooks	\$144,891	Crockett	\$72,022	Frio	\$237,930	Hood	\$511,836
Brown	\$607,029	Crosby	\$128,996	Gaines	\$249,427	Hopkins	\$509,222
Burleson	\$240,632	Culberson	\$60,171	Galveston	\$3,839,500	Houston	\$377,505
Burnet	\$400,500	Dallam	\$96,447	Garza	\$90,831	Howard	\$571,212
Caldwell	\$466,111	Dallas	\$32,722,613	Gillespie	\$303,841	Hudspeth	\$51,482
Calhoun	\$336,496	Dawson	\$253,419	Glasscock	\$25,556	Hunt	\$1,136,366

LEGISLATIVE NEWSLETTER

Hutchinson	\$453,695	Liberty	\$931,198	Navarro	\$705,136	San Jacinto	\$289,147	Val Verde	\$683,854
Irion	\$28,770	Limestone	\$369,929	Newton	\$239,643	San Patricio	\$1,037,570	Van Zandt	\$670,132
Jack	\$123,292	Lipscomb	\$55,509	Nolan	\$293,068	San Saba	\$95,387	Victoria	\$1,313,295
Jackson	\$230,283	Live Oak	\$168,769	Nueces	\$5,141,933	Schleicher	\$52,807	Walker	\$899,249
Jasper	\$549,295	Llano	\$205,416	Ochiltree	\$161,210	Scurry	\$329,096	Waller	\$413,093
Jeff Davis	\$34,368	Loving	\$1,890	Oldham	\$40,232	Shackelford	\$58,564	Ward	\$231,625
Jefferson	\$4,228,008	Lubbock	\$3,931,991	Orange	\$1,421,875	Shelby	\$389,144	Washington	\$461,908
Jim Hogg	\$90,230	Lynn	\$119,354	Palo Pinto	\$442,498	Sherman	\$50,475	Webb	\$2,353,144
Jim Wells	\$665,452	McCulloch	\$155,029	Panola	\$389,162	Smith	\$2,672,279	Wharton	\$705,648
Johnson	\$1,716,038	McLennan	\$3,340,115	Parker	\$1,144,173	Somervell	\$94,663	Wheeler	\$103,829
Jones	\$291,231	McMullen	\$14,429	Parmer	\$174,191	Starr	\$715,591	Wichita	\$2,161,327
Karnes	\$219,969	Madison	\$193,053	Pecos	\$259,176	Stephens	\$159,126	Wilberger	\$267,053
Kaufman	\$922,261	Marion	\$176,328	Polk	\$541,965	Sterling	\$25,397	Willacy	\$312,689
Kendall	\$257,657	Martin	\$87,528	Potter	\$1,728,560	Stonewall	\$35,552	Williamson	\$2,464,620
Kenedy	\$8,124	Mason	\$60,454	Presidio	\$117,217	Sutton	\$73,029	Wilson	\$400,023
Kent	\$17,838	Matagorda	\$652,188	Rains	\$118,594	Swisher	\$143,638	Winkler	\$152,344
Kerr	\$641,168	Maverick	\$642,475	Randall	\$1,583,721	Tarrant	\$20,665,275	Wise	\$612,468
Kimble	\$72,799	Medina	\$482,359	Reagan	\$79,722	Taylor	\$2,113,236	Wood	\$518,882
King	\$6,252	Menard	\$39,773	Real	\$42,599	Terrell	\$24,902	Yoakum	\$155,170
Kinney	\$55,085	Midland	\$1,882,865	Red River	\$252,854	Terry	\$233,444	Young	\$320,125
Kleberg	\$534,671	Milam	\$405,251	Reeves	\$279,963	Throckmorton	\$33,203	Zapata	\$163,877
Knox	\$85,427	Mills	\$80,022	Refugio	\$140,865	Titus	\$424,025	Zavala	\$214,794
Lamar	\$776,187	Mitchell	\$141,571	Roberts	\$18,103	Tom Green	\$1,738,874	<p>TOTAL: 300,000,000 AUGUST 10 AM 10:40 COUNTY CLERK TARRANT COUNTY, TX.</p>	
Lamb	\$266,188	Montague	\$305,077	Robertson	\$273,941	Travis	\$10,179,966		
Lampasas	\$238,795	Montgomery	\$3,217,865	Rockwall	\$452,194	Trinity	\$202,191		
La Salle	\$92,791	Moore	\$315,515	Runnels	\$199,464	Tyler	\$293,986		
Lavaca	\$330,085	Morris	\$233,126	Rusk	\$772,407	Upshur	\$554,028		
Lee	\$227,015	Motley	\$27,057	Sabine	\$169,299	Upton	\$78,539		
Leon	\$223,677	Wacogdoches	\$966,997	San Augustine	\$141,271	Uvalde	\$412,208		



U.S. Department of Justice
Immigration and Naturalization Service

IGSA-A/ACD-98-6074

Administrative Center, Dallas

7701 N Stemmons Freeway
Dallas, Texas 75247

July 28, 1998

Charles S. Still
Upshur County Judge
405 North Titus
Gilmer, TX 75644

FILED
REX A. SHAW
COUNTY CLERK
98 AUG 10 AM 10:40
UPSHUR COUNTY, TX.
BY _____
DJP/PLV

Dear Judge Still:

Enclosed is a copy of the Intergovernmental Service Agreement between Upshur County and the Immigration and Naturalization Service for the detention of aliens at the jail. We have assigned the above number to this agreement. Please refer to this number when making any inquiries

Should you have any questions, please feel free to contact Carlos Flores at 214 905-5539.

Sincerely

Debbie Dusenberry
Assistant Director

Enclosure

**INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE U.S.
IMMIGRATION AND NATURALIZATION SERVICE
AND UPSHUR COUNTY, TEXAS**

PURPOSE

The purpose of this Intergovernmental Service Agreement (IGSA) is to establish a formal, binding relationship between the United States Immigration and Naturalization Service (hereafter referred to as the "Service" or "INS") and Upshur County, Texas, (hereafter referred to as the "Provider") for the detention and care of persons detained by the Service (hereafter referred to as "Service detainees").

SUPPORT AND MEDICAL SERVICES

The Provider agrees to accept and provide for the secure custody, care, and safekeeping of Service detainees in accordance with Federal, State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility. Nothing in this agreement shall be construed to bind the Service contrary to its legal, policy, or court order responsibility.

The Provider agrees to segregate all Service detainees from the general population to the maximum extent practicable within the confines of the Providers facility. In addition, the Provider agrees to segregate the Service criminal detainees from Service non-criminal detainees whenever possible.

The Provider agrees to provide Service detainees with the same level of medical care and services provided local prisoners including the transportation and security for Service detainees requiring removal from the facility for medical services.

The Provider shall notify the designated contact person at the local Service office as soon as possible but within two (2) hours of all medical emergencies requiring removal of a detainee from the Facility. Service authorization will be obtained prior to removal of a detainee from the facility for non-emergency medical services in accordance with procedures to be established and mutually agreed upon.

All medical care other than emergent must be pre-approved by the Service in consultation with the United States Public Health Service (USPHS). The Service may not accept responsibility for any costs incurred that were not pre-approved other than emergent medical costs. For medical care provided outside the facility, the Service retains the option of designating a

medical provider for non-emergency care if the Service determines that an alternative provider is more cost effective, or more aptly meets the needs of the Service. The USPHS is under contract to the Service to help insure preservation of the health of detainees as an integral part of the INS Health Care Program. For purposes of oversight, the relationship of the INS Health Care Program to the detainee shall be likened to that of physician to patient. In this light, restrictions generally applicable to the release of information by the Provider will not be applicable to representatives of the INS Health Care Program, who will be the final authority regarding the health of Service detainees.

The Provider further agrees to include all costs associated with hospital or health care services provided outside the Facility, with the regular monthly billing to the Service for detention services. The Provider shall arrange for the caring facility to invoice the Provider for services provided at rates no greater than those applicable for other individuals in the custody of the Provider. A complete copy of the caring facility's invoice(s) for hospital/health care services shall be submitted with the detention billing to support the Service's payment of those costs to the Provider. The Service shall include payment for the hospital/health care services provided along with the monthly payment for detention services.

The Provider agrees to provide stationary guard services as requested or required for detainees when committed to a medical facility. Such service will be performed by qualified law enforcement or correctional officer personnel employed by the Provider under their policies, procedures, and practices. The Provider agrees to augment such practices as may be requested by the Service to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates), and the name(s) of the detainee(s). Reimbursement for stationary guard services will be at cost and only for hours spent on post. No reimbursements are authorized for mileage, meals, or other miscellaneous expenses.

RECEIVING AND DISCHARGE

The Provider agrees to accept as Service detainees those persons presented by Service officers only upon presentation by the officer of proper INS credentials.

The Provider agrees to release Service detainees only to Service officers presenting proper credentials. Any questions regarding any individual presenting himself as having such authority should be addressed to the contact person(s) identified in this document prior to releasing any Service detainee(s).

Service detainees may not be released from physical custody of the Provider, for any reason except for medical or other emergent situations, or in response to a Federal Writ of Habeas Corpus. If a Service detainee is sought for federal, state or local court proceedings, only the Service may authorize release of the detainee for such purposes. The Service Contact Person shall be immediately advised by the Provider regarding any such requests.

MINIMUM STANDARDS

The Provider agrees to meet the following minimum standards:

1. 24 hour supervision of detainees, either visual or auditory.
2. Segregated detention of detainees from the prison population, with criminal detainees segregated from other Service detainees to the extent practicable within the confines of the Provider's facility.
3. Meet or exceed all applicable fire and/or life safety codes, and will have and maintain appropriate smoke/fire detection equipment in the facility.
4. A minimum of three (3), nutritionally balanced meals in a 24 hour period for each detainee. No fewer than 1,500 calories total per 24 hours and if detention exceeds four (4) days, no fewer than 2,400 calories per day thereafter. There will be no more than 14 hours between meals.
5. Appropriate 24 hour emergency medical care, and emergency evacuation procedures.
6. When detained overnight, each detainee will be provided a mattress, and when appropriate, a blanket
7. Provide recreational programs and activities that meet the requirements as set forth on the Detained Alien Recreation Policy, Attachment No. 1.
8. In the case of adult detention facilities, the Provider agrees to notify the Service Contact Person immediately (within 2 hours) in the event it is discovered that a Service detainee placed into the facility is a juvenile (under the age of 18 years).

FACILITY LOCATION

The Provider shall provide detention services for Service detainees only at the following institution which is operated by the Upshur County Sheriff's Department:

UPSHUR COUNTY JAIL
405 N. Titus
Gilmer, Texas 75644

The provider shall notify the Service Contact Person immediately of any contracting out of the operation of these facilities to any entity other than the Upshur County Sheriff's Department.

INSPECTION

This Facility is governed by State of Texas standards. The Provider will provide copies of its standards to the Service with any subsequent modifications.

The Provider agrees to allow periodic inspections of the facility by Service jail inspectors. Findings will be shared with the facility administrator in order to promote improvements to facility operations or conditions of confinement. Failure to maintain at least the minimum standards, discussed above, will be sufficient cause for suspension of this agreement.

FINANCIAL PROVISIONS

The per diem rate under this agreement is \$45.00 per manday. The rate covers one person per day. The government may not be billed for two days when a detainee is admitted one evening and removed the following morning. The Provider may bill for the day of arrival but not for the day of departure

The Provider shall prepare and submit an itemized invoice for the Services provided each month, in arrears. The invoice is to be submitted to the following location:

**United States Immigration and Naturalization Service
Dallas District Office
Detention & Deportation Branch
8101 N. Stemmons Freeway
Dallas, Texas 75247**

The prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), is applicable to payments under this Agreement and requires the payment to the Provider of interest on overdue payments. Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.

Payment under this agreement will be due the thirtieth (30th) calendar day after receipt of a proper invoice in the office designated to receive the invoice. The date of the check issued in payment shall be considered to be the date the payment is made.

Original invoices shall be submitted monthly to the Service office designated to receive invoices. Invoices should be submitted within the first ten working days of the month following the calendar month in which the services are provided. The invoice must include the name, title, telephone number and complete mailing address of the official submitting the invoice. In addition, it shall list each Service detainee, the specific dates of detention for each, the total number of days, the daily rate, and the total amount billed (total mandays multiplied by the daily rate). Each invoice must also include the complete IGSA number and the delivery order number that generated the invoice.

The Service may elect to effect payments via electronic means. The Provider agrees to provide the required financial institution and related information in order to accommodate the Service, by way of submitting a complete Form SF-3881, which is incorporated into this agreement as Attachment No 2. The completed form must be submitted to the payment office listed below at the time of submission of the first invoice for services rendered.

PAYMENTS WILL BE ISSUED FROM:

Immigration and Naturalization Service
Finance Officer (ACDFIN)
7701 N. Stemmons Freeway
Dallas, Texas 75247

This agreement shall be in effect for an indefinite period of time upon execution by both parties. Either party may terminate this agreement by providing written notice of termination. For the termination to be effective, the other party must receive actual written notice of the intent to terminate at least 30 days prior to the proposed termination date.

Should conditions of an unusual nature occur, making it impractical or undesirable to continue to house Service detainees, the Provider may suspend or restrict the use of their facility. In order for the suspension or restriction to be effective, the Service must receive actual written notice of the intent to suspend or restrict at least 14 days prior to the proposed date. The only exception to this notice requirement is when an emergency situation requires the immediate relocation of Service detainees.

The Provider may initiate a request for a rate increase, or decrease after twelve (12) months by notifying the local office of the Service in writing at least 60 days prior to the desired effective date of the adjustment. Any rate increase must be justified in writing to the local Service office prior to being approved. Adjustments will be evaluated on the justification provided and the reasonableness of the proposed price increase. Changes in rates or other terms and/or conditions of this agreement, shall be effected by the issuance of either an amendment to this agreement or the execution of a new agreement.

Disputes, questions or concerns pertaining to this agreement will be resolved between the Service and the Provider, or authorized agent. Unresolved issues are to be directed to the Contact Person listed below.

INDEMNIFICATION

The Provider, which is self-insured, shall save and hold harmless and indemnify the Service against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connections with, or in any way incident to or arising out of occupancy, use, service, operations or performance of work under the terms of this Agreement, resulting from the negligent acts or omissions of the Provider, or any employee or agent of the Provider. In so agreeing, the Provider does not waive any defenses, immunities or limits of liability available to it under state or federal law.

ORDERING OFFICE(S)

The following Service office(s) at the address(es) shown may place orders for detention related services in accordance with this Intergovernmental Service Agreement.

U.S. Immigration and Naturalization Service
Dallas District Office
Detention and Deportation Branch
8101 N. Stemmons Freeway
Dallas, Texas 75247

CONTACT PERSON(S)

The Provider is advised to contact the following representative(s) at the local Service office(s) for any matters related to this agreement:

NAME: Roy Hernandez
TITLE: Supervisory Deportation Officer
PHONE: (214) 905-5860

The Service may contact the following representative(s) of the Provider for assistance in matters related to this agreement:

NAME: Lt. Robert Cromley
TITLE: Jail Administrator
PHONE: 903-843-2541

THIS AGREEMENT IS SUBJECT TO THE AVAILABILITY OF CONGRESSIONALLY APPROPRIATED FUNDS TO THE SERVICE.

INS CONCURRENCES

RODDP AS Andrew // Stebbins, DARD/CR/RODP 7/29/98
(initials/printed name/title/date)

ACDFIN Notification

Paul Stebbins

SIGNATURES AND EXECUTIONS

SERVICE

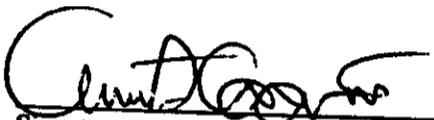
U.S. Department of Justice
Immigration & Naturalization
Administrative Center, CAP
7701 N. Stemmons Freeway
Dallas, TX 75247

PROVIDER

County of Upsher,
State of Texas
405 North Titus
Gilmer, Texas 75644

Arthur S. Cooper, III
INS Contracting Officer

Charles L. Still
County Judge


Signature


Signature

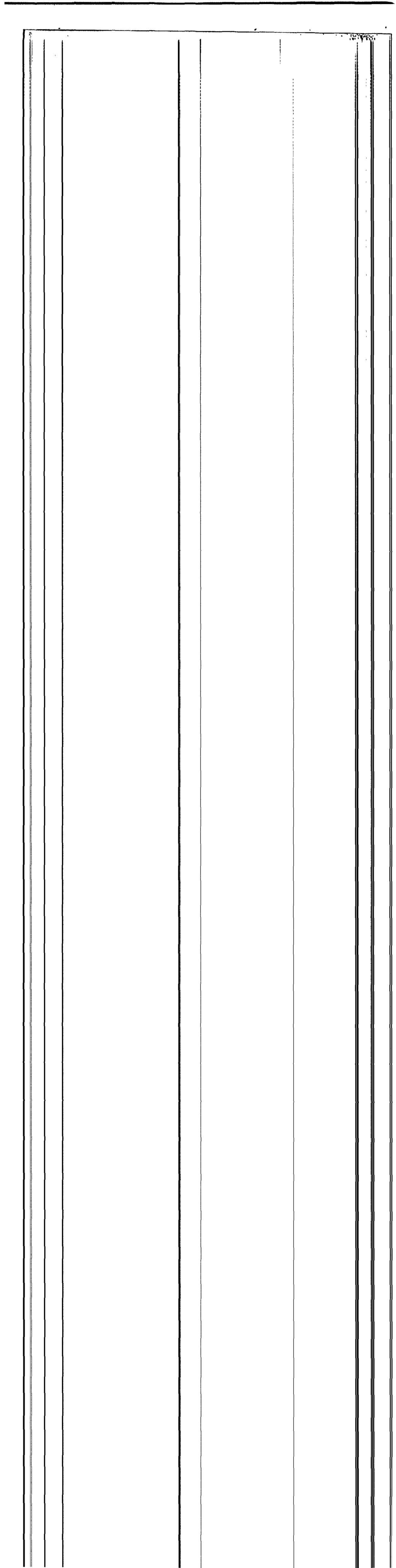
7/29/98
Date Signed

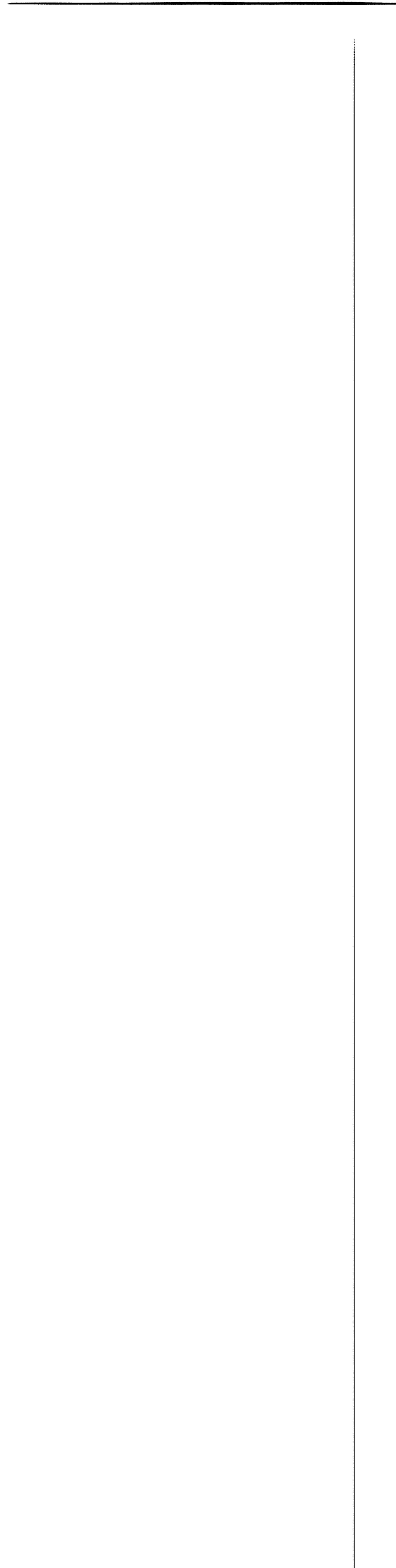
7-20-98
Date Signed

DETENTION STANDARDS

DETAINED ALIEN RECREATION POLICY

- I. PURPOSE:** This policy establishes the recreational standards for programs and activities that will be made available to persons detained by the Immigration and Naturalization Service (INS).
- II. AUTHORITY:** The Attorney General is empowered by Sections 235 and 242 of the Immigration and Nationality Act (INA) and Title 8 United States Code, Section 1252 and 1225, to arrest and take into custody an alien pending a final determination of deportability. Pending a final determination of deportability and release from custody, the Commissioner of the INS, under the Attorney General's delegated authority, is charged with the safe, secure, and humane detention of aliens in INS custody.
- III. POLICY/STANDARD:**
- A.** It is the INS' policy to provide access to recreational programs and activities to all INS detainees, to the extent possible, under conditions of security and supervision that protect their safety and welfare.
- B.** Compliance with this Policy and related Procedures will be applied in the following manner:
- Part 1
All Service Processing Centers and INS contract detention facilities.
- Part 2
All local jails, state facilities, or any detention facility used by the INS and not covered under Part 1.
- C.** In addition to complying with Part 1 of this policy, all future INS Service Processing Centers (SPCs) or INS Contract detention facilities will incorporate the use of both indoor and outdoor recreation areas (as defined under this policy) for use by detainees. In addition to complying with Part 2 of this policy, all new and renegotiated contracts and Inter-Governmental Service Agreements (IGSAs) will stipulate that INS detainees be afforded the opportunity to recreate daily.
- D.** This policy may be temporarily suspended by order of a Regional Director under emergency circumstances. The Regional Director is required to notify the Executive Associate Commissioners for Operations and Programs for concurrence within 24 hours after this action is taken.





General population housing units with dayrooms shall provide passive activities such as board games, and television. Activity items shall be provided to the detainees once per day. Dayroom activities shall be supervised by detention personnel.

Each detainee shall be afforded the opportunity to participate in daily recreation. A minimum of one hour per day of recreation outside the detainee's living quarters shall be offered. Where available, a minimum of one hour per day, seven days per week, of outdoor recreation shall be offered to each detainee. Each facility has the discretion to offer access to a physical exercise area using a variety of fixed and movable equipment. No free weights of any type shall be provided for detainee use. Weight training, if provided, shall be limited to fixed weight equipment.

If no outdoor recreation is available, the facility will ensure that detainees are offered the opportunity to perform some form of cardiovascular workout. This may be accomplished through placement of cardiovascular exercise machines in the indoor recreation area.

Detention or recreation staff shall issue all portable equipment items. Staff will check all items for damage and the condition of the equipment upon return. Detention staff shall also conduct searches of recreation areas before and after their use to detect altered or damaged equipment, hidden contraband, and security breaches.

Detainees housed in the Special Management Unit (SMU) shall not recreate with the general population. Special precautions shall be taken in those units to ensure that detainees needing separation from each other do not participate in recreation or any other leisure activity at the same location. (For further information, refer to "Recreation for Special Management Unit" section, Page 6)

Staff supervision of all recreation areas shall be constant. Supervising detention personnel shall be equipped with radios to maintain contact with the control center.

Detainees moving to recreation areas from locked cells or housing units shall be searched as necessary to prevent the introduction and passing of contraband.

Detainees shall be allowed to engage in independent recreation activities such as board games and supervised small group activities. These activities are subject to limitations based on the safety and security of the facility and its operational needs.

Television-viewing in dayrooms shall be regulated as needed by each facility. Television viewing schedules are subject to the approval of each Facility Administrator.

Television programming shall be provided on non-premium channels generally available in the local community. Programs shall be in the English language. When available, programming in Spanish, or other languages reflecting the detainee population should be provided.

- D. Recreation for Special Management Unit (SMU):** Detainees assigned to this unit shall be offered one hour of recreation per day, seven days per week. Exceptions may be made when it has been shown a detainee is an unreasonable risk to the facility or its inhabitants, as indicated below.

A detainee segregated for disciplinary reasons may be denied access to recreation upon written determination, by a Disciplinary Panel, that the detainee poses an unreasonable risk to the facility, other detainees, staff, or himself. A detainee who has been segregated for administrative purposes (i.e., special needs detainee, special management detainee, protective custody...) may be denied access to recreation only upon the written authorization of the Facility Administrator or designated representative. Any decision to deny recreation to a detainee must indicate why the detainee poses an unreasonable risk even when recreating alone.

Any detainee denied recreation shall be notified, in writing, of the reason for the adverse action, and the duration of the loss of his recreation privilege. The detainee shall also be notified of the conditions that must be met before restoration of the recreation privilege.

When a detainee is denied recreation, his case must be reviewed at a minimum of every 7 days for the first 60 days, and every 14 days thereafter. Each review will indicate whether the affected detainee still poses a threat to himself, others, or facility security and if so, why the detainee still poses a risk. Denial of the opportunity to recreate for more than 15 days requires the concurrence of the Facility Administrator.

Each facility shall establish procedures for its SMU that ensures compatibility between different groups of detainees assigned to the SMU and who will recreate together. As an example, detainees assigned to the SMU for protective custody shall not recreate with detainees placed for disciplinary reasons. Individual recreation shall be used as necessary to prevent assaults and reduce management problems.

- E. Volunteer Program Involvement:** Individual volunteer groups may provide a special program or religious activity consistent with security considerations, availability of detention personnel to supervise the detainees, and sufficient advance notification to the Facility Administrator or his designee.

All volunteers regardless of their title or position, are subject to a minimal background check, including, but not limited to; criminal history check; verification of identity; occupation; and verification of credentials for type of activity involved.

Each volunteer shall be provided with a standard orientation to the facility and shall sign an acknowledgment of understanding of the facility rules, particularly those addressing permissible behavior and relationships with detainees. Each approved volunteer shall be required to sign a waiver of liability before being admitted to any secure portion of the facility or location where detainees are present. Visitors, relatives, and friends of detainees shall not be allowed to serve as volunteers.

- F. Access to Outdoor Recreation:** In locations where no outdoor recreation is available, the guidelines below shall apply.

It is INS policy that where no outdoor recreation is available, and a detainee has been detained for a period of six months without regular access to outdoor recreation, that detainee's case shall be reviewed by the case officer to determine the detainee's eligibility for a transfer to a facility that provides access to outdoor recreation. The case officer shall make a written recommendation for or against transfer eligibility. A detainee is eligible for transfer when the following criteria are met:

1. A detainee has been in custody for six months without regular access to outdoor recreation (for reasons other than inclement weather) and;
2. The detainee has completed proceedings before the Immigration Judge (IJ) and the IJ has issued a decision concerning deportability or excludability and;
3. The removal or release of the detainee is not likely to occur before the detainee has been in custody for a total of nine months without regular access to outdoor recreation. This may include cases where an appeal has been filed, where it is unlikely that a travel document can be obtained, where the detainee is an aggravated felon and release of the alien is not an option, or any circumstance where it can reasonably be shown the detainee will remain in INS custody for an indeterminate amount of time.

Under these criteria, detainees whose departure or release is imminent shall not be eligible for transfer after six months of detention. Examples include detainees awaiting receipt of travel documents from a foreign consular office or other source within the control of the detainee, and the document is expected to arrive before the detainee has been in custody for nine months without outdoor recreation; or the likelihood exists that a bond or some legal means of release from custody shall be secured within that time period.

The case officer's written determination shall be provided to the Facility Administrator for a decision. A written decision, supporting or denying transfer eligibility will be made by the Facility Administrator consistent with the criteria listed above. Where a detainee is not eligible for transfer, it is the case officer's responsibility to monitor the case for any change in eligibility criteria.

In no case will the total aggregate time in detention exceed nine months in a detention center with no regular access to outdoor recreation, except where the detainee has read and signed a voluntary waiver.

If the Facility Administrator determines that a detainee is eligible for a transfer, the detainee shall be afforded the option to voluntarily transfer to another suitable detention facility selected by the Service when appropriate detention space is available. All documentation regarding the transfer decision shall be placed in the detainee's "A" File.

Detainees shall be afforded the opportunity to waive a voluntary transfer. The case officer shall provide this opportunity in writing to the detainee. The detainee will accept or waive the transfer in writing and the decision shall be placed in the detainee's "A" File. When a detainee is represented by legal counsel or a legal representative and a G-28 or EOIR-28 has been filed, the representative of record shall be notified in writing of the intent to transfer the detainee. The legal representative shall also be notified of the detainee's option to waive a voluntary transfer when offered by the INS.

Should a detainee's case be remanded to the IJ for further proceedings after a detainee has been transferred, the detainee shall be returned at the expense of the District where case venue is established for the continuation of proceedings. All transfers shall be made in a way that ensures sufficient time for the detainee to meet with his legal representative, if represented, to prepare for the hearing.

This policy does not in any way address or limit the rights of the INS to transfer a detainee involuntarily when, in the judgment of the INS, it is in the best interest of the government or the detainee.

VI. PROCEDURAL GUIDELINES - PART 2: (Local Jails or other detention facilities not covered under Part 1)

Part 2 of this policy shall be used as criteria when considering the use of local jails and other contract detention space not covered under Part 1.

In general, it is the policy of the INS not to use detention facilities that do not provide for indoor or outdoor recreation of INS detainees. Every effort should be made to locate detention space that provides detainees with regular recreational opportunities. In exceptional circumstances, facilities which provide no recreation may be used for temporary, short-term housing in accordance with the guidelines established in Section C below.

- A. Access to Outdoor and Indoor Recreation Available:** No limitations on length of detention shall be made, based on recreation considerations, when access to both indoor and outdoor recreation (as defined under this policy) is provided routinely to INS detainees. INS detainees shall be offered recreation a minimum of one hour daily
- B. Access to Indoor Recreation Only:** When access is limited to indoor recreation only, and the detainee has no regular access to the outdoors, the guidelines established in Part 1, Section F, of this policy (Page 7) will apply. Where local jails or other non-INS facilities are used, the Assistant District Director for Detention and Deportation or a Supervisory Deportation Officer will make the final written determination of transfer eligibility of a detainee in INS custody.
- C. No Recreation Opportunities Available:** When neither indoor nor outdoor recreational opportunities are available at a facility, a detainee will be eligible for a transfer to a facility providing recreational opportunities after 45 days.

A 45 day period shall allow for the detainee to contact legal representation if necessary, request a bond redetermination, or request an expeditious deportation or exclusion hearing.

In exceptional circumstances, the 45 day time limit may be exceeded by 15 days. This may occur, for example, when the detainee's removal or release is imminent, or to conclude a deportation or exclusion hearing. In no case will the total time in detention exceed 60 days in a detention facility where no recreational opportunities are available, unless the detainee has been afforded the option to transfer to a facility which provides recreation.

When a detainee becomes eligible for a transfer, the detainee shall be afforded the option to voluntarily transfer to another suitable detention facility selected by the INS when appropriate detention space is available.

Detainees shall be afforded the opportunity to waive a voluntary transfer. The case officer shall provide this opportunity in writing to the detainee. The detainee will accept or waive the transfer in writing and the decision shall be placed in the detainee's "A" File. When a detainee is represented by legal counsel or a legal representative and a G-28 or EOIR-28 has been filed, the representative of record shall be notified in writing of the intent to transfer the detainee. The legal representative shall also be notified of the detainee's option to waive a voluntary transfer when offered by the INS

When a detainee has retained legal representation, the affected INS District shall consult with District Counsel to determine how to minimize potential interference with the detainee's access to legal representation. If the detainee chooses not to waive a transfer, the detainee will be transferred to the nearest suitable detention facility available and returned as needed for administrative hearings before the IJ if venue has not been changed. In cases where the detainee must be returned for administrative hearings, the transfer will be conducted in a way that provides for sufficient time for the detainee to meet with his legal representative before the hearing.

The District where case venue was originally established shall be responsible for costs incurred to return the detainee to that venue for continuation of proceedings.

This policy does not in any way limit the rights of the INS to transfer a detainee involuntarily when, in the judgment of the INS, it is in the best interest of the government or the detainee

No Region or District shall enter into any agreement, renewal or renegotiation with any non-service detention facility, or local jail (whether or not an IGSA exists), which does not provide for recreation of INS detainees, other than to provide for temporary short term or emergency detention.

DETENTION STANDARD APPROVAL:

APPROVED:

Paris Meindate
(Commissioner)

MAY - 9 1996

DISAPPROVED:

(Commissioner)

DATE: _____



VOL 51 PG 729

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

George W Bush
GOVERNOR

Larry Paul Manley
EXECUTIVE DIRECTOR

BOARD MEMBERS
Donald R. Bechel, *Chair*
Marge Lee Bingham
Robert O. Brewer
Harvey Clemons Jr.
C. Kent Conine
James A. Daross
Florida Bell Griffin, Ph. D.
Michael E. Jones
Paul B. Rodriguez

July 30, 1998

Honorable Charles L. Still
County Judge
Upshur County Courthouse
1004 Ruby Street
Gilmer, TX 75644

BY _____
UPSHUR COUNTY, TX
AUG 10 11:11:40
REX A. SHAW
COUNTY CLERK

Dear Judge Still:

The Texas Department of Housing and Community Affairs (TDHCA) administers the Emergency Nutrition Temporary Emergency Relief Program (ENTERP), which provides state oil overcharge and general revenue funds to counties for the emergency needs of its residents. The allocated funds provide temporary assistance for food, shelter, and/or energy related needs as warranted in an emergency.

Last week President Clinton declared all 254 counties in the State of Texas a drought disaster area due to the excessive heat and lack of rain throughout the State. The ENTERP funds which have been allocated to your county for FY 1998 may be used to help the residents of your county with their emergency energy needs in this time of drought and excessive heat. Oil overcharge funds may be used to provide short-term energy related services such as payment of electricity and water bills. General Revenue funds may be used for repair of cooling appliances, purchase of fans and air conditioning units, assistance with electricity bills, water bills, food and nutrition assistance, and emergency shelter.

In September of 1997 \$1,000 in general revenue and \$2,632 in oil overcharge was allocated to East Texas Human Development Corporation, the entity which you have designated to distribute ENTERP funds for your county. According to reports submitted to the Department from September 1997 through May 31, 1998, the designated entity has expended \$0 in general revenue and \$0 in oil overcharge. The Department strongly encourages the timely expenditure of ENTERP funds, particularly since the State is in the midst of an energy and excessive heat crisis.

If funds remain unspent at the end of the ENTERP contract, your county faces the possibility of losing these funds or not receiving full ENTERP funding for FY 1999 due

VOL 51 PG 230

to the heat related emergency and declared disaster. An expenditure plan must be submitted to the Department no later than Friday, August 7, 1998 showing the total amount of funds that will be expended by the end of your FY 1998 ENTERP contract period. The FY 1998 ENTERP contract period ends on August 31, 1998. Please contact your designated ENTERP provider and encourage them to use the funds to help Texans with the current energy crisis and advise them to prepare an expenditure plan to submit to the Department no later than Friday, August 7, 1998. If we do not receive your expenditure plan, we will assume that you do not plan to or cannot expend these funds by the end of the contract year (August 31, 1998); and therefore, we will proceed with the withdraw and reassignment of the funds to areas that have demonstrated more need.

If you have any questions, please contact Jesse Mitchell, Program Administrator, Program Management and Evaluation at (512) 475-3850.

Sincerely,



Sam Guzman
Division Director
Administration and Community Affairs Divisions

Cc: East Texas Human Development Corporation



vol 51 PG 731

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

SERVING A FOURTEEN-COUNTY REGION

August 6, 1998

Judge Charles L. Still
Upshur County
P. O. Box 730
Gilmer, Texas 75644

May!

Dear Judge Still.

At the request of Longview City Attorney, Larry Schenk, I am providing you with the proposed allocation of legal expenditures for the work performed by NETAC Attorney, Jim Mathews, during Fiscal Year 1998 for the Northeast Texas Flexible Attainment Region. The following list of local governments and industries and the corresponding dollar amounts were recommended by the NETAC Policy Committee:

COUNTIES

- Gregg - \$5,000
- Smith - \$2,500
- Harrison - \$2,500
- Rusk - \$2,500
- Upshur - \$1,500

- LeTourneau - \$2,000
- Tyler Pipe - \$1,500
- Dean Lumber - \$1,000
- Stroh Brewery - \$1,000
- Petrolite - \$500
- Marathon - \$500
- Sabine Mining - \$1,500

LEDCO - \$9,859
HEDCO - \$1,000

INDUSTRIES

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

CITIES

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

FILED
REX A SHAW
COUNTY CLERK
98 AUG 10 AM 10:40
KILGORE, TX
BY _____
OFFICE

Attached please find a billing statement for Upshur County in the amount of \$1,500. Please make your check payable to ETCOG. Also note on the check the following statement: "Jim Mathews - 1998 Legal Fees". If you have any questions don't hesitate to call me at (903) 984-8641.

Sincerely,

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

MWS/sp
Enclosure

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Eagle Logging, Inc., 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 Sunflower

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

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

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

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

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

[Signature]
First Party Signature
Rt. 3 Box 307- E
Street or Box
Queen City, Tx. 75572
City, State and Zip Code
903-728-5233
Telephone
Hutton
Timber Tract
8-7-98
Date Signed

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

FILED
REX A SHAW
COFF
98 AUG 10 11:40
BY
UPSHUR COUNTY CLERK

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Eagle Logging, Inc., 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. 259 for 1 mile down Snapdragon

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

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

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

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

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

[Signature]
First Party Signature
Rt. 3 Box 307-E
Street or Box
Queen City, Tx. 75572
City, State and Zip Code
903-728-5233
Telephone
Farrell
Timber Tract
8-7-98
Date Signed

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

98 AUG 10 AM 11:40
FILED
REX A. SHAW
COUNTY CLERK
UPSHUR COUNTY, TX

Permit issued for a period not to exceed 90 days.

VOL 51 PG 734

FILED
REX A SHAW
COUNTY CLERK

98 AUG 10 AM 11:39

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

BY _____ DEPUTY

PRECINCT 3

DATE 8/5/98

Formal notice is hereby given that Pritchett Water Supply whose principal address is PO Box 567 does hereby propose to place a potable water line within the ROW of County Road Apple Tree. 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 10th day of August, 1998.

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

APPROVAL OF PERMIT APPLICATION

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

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

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

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

2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

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

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

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

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

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

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

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

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

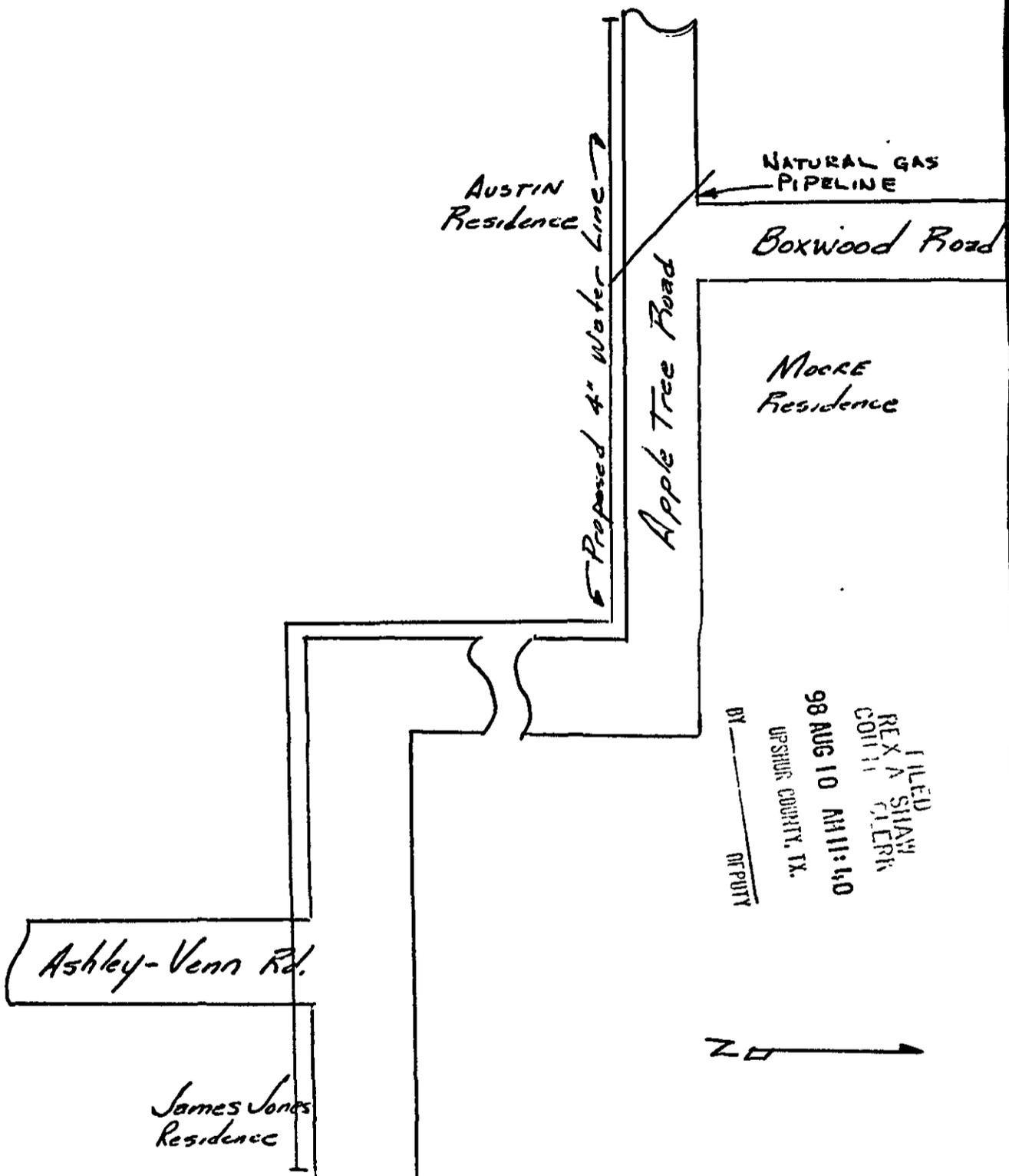
Guddis Smiley
COMMISSIONER PCT. 1

Tommy Stanley
COMMISSIONER PCT. 7

COMMISSIONER PCT. 3

Ch
COMMISSIONER PCT. 4

FILED
EX. 11
AUG 10 1919
11:39 AM
CLERK



AUSTIN
Residence

NATURAL GAS
PIPELINE

Boxwood Road

Proposed 4" Water line

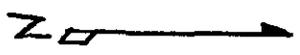
Apple Tree Road

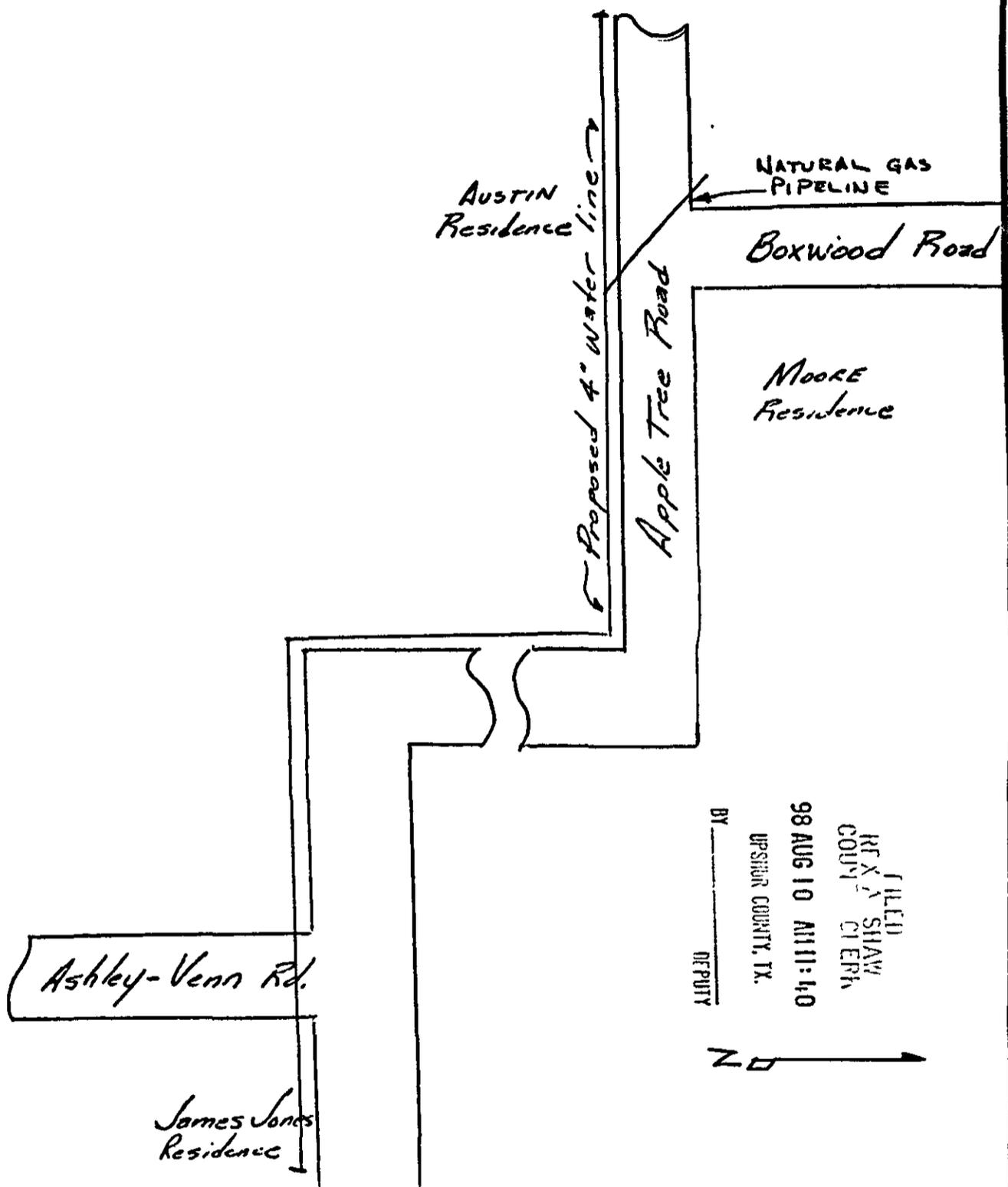
MOORE
Residence

FILED
REX A. STARR
COUNTY CLERK
98 AUG 10 AM 11:40
USTULIN, LOUISIANA, TX.
BY _____
DEPUTY

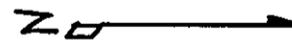
Ashley-Venn Rd.

James Jones
Residence





FILED
R. X. A. SHAW
COUNTY CLERK
98 AUG 10 AM 11:40
UPSHUR COUNTY, TX.
BY _____
DEPUTY



UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

07 Aug 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 07/31/98 thru 08/07/98

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
79576-APCA	07/31/98	UPSHUR COUNTY INSURANCE ACCO	\$3,198.95	\$3,198.95	ADP/CLAIMS;EMP INS COSTS
79577-APCA	07/31/98	DIVERSIFIED COLLECTION SERVI	\$102.00	\$102.00	ALICE MATHIS HOPKINS/SS#454-06-0192
79578-APCA	07/31/98	PEBSCO PAYROLL PROCESSING	\$3,279.56	\$3,279.56	ENTITY#52039 PAYROLL DEDUCTIONS
79579-APCA	07/31/98	FIRST NATIONAL BANK GILMER	\$47,222.74	\$47,222.74	FICA;MEDICARE PAYROLL DEDUCTIONS
79580-APCA	07/31/98	FIRST NATIONAL BANK GILMER	\$29,033.35	\$29,033.35	WITHHOLDING PAYROLL DEDUCTIONS
79581-APCA	07/31/98	UPSHUR COUNTY IRC/125	\$1,616.33	\$1,616.33	UNREIMBURSED MEDICAL PAYROLL DEDUCTION
79582-APCA	07/31/98	UPSHUR COUNTY IRC/125	\$500.10	\$500.10	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
79583-APCA	07/31/98	UPSHUR COUNTY IRC/125	\$398.58	\$398.58	125/AMERICAN HERITAGE PAYROLL DEDUCTION
79584-APCA	07/31/98	UPSHUR COUNTY IRC/125	\$217.95	\$217.95	125/TRANSPORT LIFE PAYROLL DEDUCTION
79585-APCA	07/31/98	UPSHUR COUNTY IRC/125	\$1,152.64	\$1,152.64	125/CENTRAL UNITED PAYROLL DEDUCTION
79586-APCA	07/31/98	UPSHUR COUNTY IRC/125	\$8,084.52	\$8,084.52	125 DEPENDENT INS PREMIUMS/PAYROLL
79587-APCA	07/31/98	INTERNAL REVENUE SERVICE	\$1.93	\$1.93	LAGR 0 03/295620572(1040A)7/31/98(LEVY)
79588-APCA	07/31/98	ATTORNEY GENERAL OF TEXAS	\$460.00	\$460.00	MULTIPLE PAYORS 07/31/98
79589-APCA	07/31/98	AUSTIN BANK-GILMER	\$100.00	\$100.00	ABG/PAYROLL SAVINGS PLAN
79590-APCA	07/31/98	EAST TEXAS PROFESSIONAL	\$2,970.00	\$2,970.00	ETPCU/PAYROLL SAVINGS PLAN
79591-APCA	07/31/98	FIRST NATIONAL BANK	\$890.00	\$890.00	FNB/PAYROLL SAVINGS PLAN
79592-APCA	07/31/98	GILMER NATIONAL BANK	\$255.00	\$255.00	GNB/PAYROLL SAVINGS PLAN
79593-APCA	07/31/98	GILMER SAVINGS BANK	\$50.00	\$50.00	GSB/PAYROLL SAVINGS PLAN
79594-APCA	07/31/98	UPSHUR COUNTY INSURANCE ACCO	\$334.80	\$334.80	DEPENDENT INS PREMIUMS/PAYROLL
79595-APCA	07/31/98	RHONDA GAIL YOUNG	\$250.00	\$250.00	#281-93/JOEY YOUNG #460253977 07/31/98
79596-APCA	07/31/98	RUBY COOPER, DISTRICT CLERK	\$235.00	\$235.00	#00089226587/CAUSE #98-302DR
79597-APCA	07/31/98	ATTORNEY GENERAL OF TEXAS	\$160.00	\$160.00	#4613733452; CAUSE#98-1338-F/07-31-98
79598-APCA	07/31/98	RUBY COOPER, DISTRICT CLERK	\$215.00	\$215.00	EARNEST BECK, CAUSE#97-2125-R 07/31/98
79599-APCA	07/31/98	TEXAS COUNTY & DISTRICT RETI	\$49,095.24	\$49,095.24	UNIT#329 MONTHLY REPORT
79603-APCA	07/31/98	360 COMMUNICATIONS	\$128.63	\$128.63	SUP&CCP-ACCT#GM00318/JULY 9'98 BILLING
79604-APCA	07/31/98	BLAZER RESOURCES, INC	\$18,687.50	\$4,875.00	PCT#1-CUST#2611/300 BBL5 ROAD OIL @ \$16.25

VOL 51 PG 740

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

07 Aug 1998

THE SOFTWARE GROUP, INC

Disbursements Made from 07/31/98 thru 08/07/98

PAGE 2

VOL 57 PG 744

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
			\$3,250 00		PCT#1-CUST#2611/200BBLs ROAD OIL @ \$16 25
			\$4,875 00		PCT#2-CUST#2611/300 BBLs ROAD OIL @ \$16 25
			\$2,437 50		PCT#2-CUST#2611/150 BBLs ROAD OIL @ \$16 25
			\$3,250 00		PCT#1-CUST#2611/200 BBLs ROAD OIL @ \$16 25
79605-APCA	07/31/98	BOB BARKER CO , INC.	\$2,421 26	\$2,111 52	CO JAIL-MENS SHOES, TROUSERS, SHIRTS, SHEETS, QUICK SHAVE
				\$45 25	CO JAIL-(7)ORANGE SHIRTS
				\$63 20	CO JAIL-(8)ORANGE TROUSERS
				\$311 06	COO JAIL-(36)ORANGE SHIRTS(24)ORANGE STEP-IN SIZE 10
				\$19 53	CO JAIL-(2)LG. ORANGE TROUSERS
				\$297 50	CO JAIL-(36)TROUSERS
				\$217 90	CO JAIL-(500)ID BANDS
				\$644 70cr	CO JAIL-RETURNED SANDALS, FREIGHT
79606-APCA	07/31/98	BROOKSHIRES	\$73 18	\$23 29	D A-BELYNDA HILLIN/HOT CK RESTITUTION
				\$49 89	D A-REGINA WATSON/HOT CK RESTITUTION
79607-APCA	07/31/98	BRUCE ACKER	\$505 52	\$505 52	CO EXT-REIMBURSE/1084mi@ 315ea MEALS 7/98
79608-APCA	07/31/98	CENTRAL UNITED LIFE INSURANC	\$1,152 64	\$1,152 64	GROUP#4269/JUNE '98 PAYROLL DEDUCT'NS
79609-APCA	07/31/98	CHARLES L. STILL	\$317 25	\$317 25	COMM CT-REIMBURSE/60mi@ 315ea;LDDGNG;MEALS(N E TX COMM CONFETYLER)
79610-APCA	07/31/98	CHEVRON U S A INC	\$104 83	\$104 83	CO. S-ACCT#7898789842/JUNE 29'98 BILLING
79611-APCA	07/31/98	CITY OF GILMER	\$3,046 52	\$15 00	PORTER BLDG-ACCT#120171000/JULY 20'98 BILLING
				\$1,275 23	J CTR-ACCT#010067500/JULY 20'98 BILLING
				\$110 00	CO TAX-ACCT#120131000/JULY 20'98 BILLING
				\$1,616 29	CO CTHOACCT#130274000/JULY 20'98 BILLING
				\$15 00	911-ACCT#010076050/JULY 20'98 BILLING
				\$15 00	ROCK BLDG-ACCT#130345000/JULY 20'98 BILLING
79612-APCA	07/31/98	COULTER'S FINA	\$130 94	\$130 94	CONST#2-GAS 2/6/98-5/13/98
79613-APCA	07/31/98	GENERAL TELEPHONE COMPANY	\$2,664 04	\$35 22	TELE COMM-#636-9970/JULY 13'98 BILLING
				\$2,628 82	TELE COMM-#843-3083/JULY 13'98 BILLING
79614-APCA	07/31/98	GILMER CABLE TV CO , INC.	\$432 80	\$11 80	COMPUTER-ACCT#19305/AUG'98 DATA LINK
				\$421 00	NON DEPT-ACCT#15446/AUG'98 RADIO MIANT
79615-APCA	07/31/98	GLENWOOD GROCERY	\$25 00	\$25 00	D A-DANIEL SHILLINGS/HOT CK RESTITUTION
79616-APCA	07/31/98	GREGG COUNTY PCT#1	\$796 00	\$796 00	PCT#1-(40)bb1s FLOYD LEE ROAD(AGREEMENT)
79617-APCA	07/31/98	J T ABRON	\$216 00	\$216 00	PCT#2-36 LOADS OF SAND @ \$6 00
79618-APCA	07/31/98	LONG MOTOR COMPANY, INC	\$7,250 00	\$7,250 00	CO S-1994 F150 SUPERCAB TRUCK V#1FTEX15H5RKB1904

07 AUG 1998

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

07 Aug 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 07/31/98 thru 08/07/98

PAGE 3

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
79619-APCA	07/31/98	PHILLIPS PETROLEUM COMPANY	\$9 61	\$9 61	CD S-ACCT#6992684750/JULY 13'98 BILLING
79620-APCA	07/31/98	PITNEY BOWES	\$587 76	\$587 76	NON DEPT-ACCT#1288928/PARAGON EQUIP MAINT S#7020070 7/98
79621-APCA	07/31/98	REGIONAL NETWORK FOR CHILDRE	\$55 00	\$55 00	JUV PROB-(1)TEXAS RESOURCE MANUAL
79622-APCA	07/31/98	ROW ACQUISITION SERVICES, IN	\$3,500 00	\$3,500 00	R D W -FM#1845/PARCEL#17, 18, 20, 24, 28A, B & C NEGOTIATIONS
79623-APCA	07/31/98	RUSK COUNTY TREASURER	\$6,000 00	\$6,000 00	PCT#1-(1)THUNDERBIRD GRID ROLLER
79624-APCA	07/31/98	SCHWANS	\$34 63	\$34 63	D A-DAISY IVORY/HOT CK RESTITUTION
79625-APCA	07/31/98	SHARON WATER SUPPLY CORP	\$28 82	\$28 82	PCT#4-ACCT#1133/JULY 24'98 BILLING
79626-APCA	07/31/98	SOUTHWESTERN BELL TELEPHONE	\$216 46	\$216 46	SUP&CCP-#665-1135/JULY 15'98 BILLING
79627-APCA	07/31/98	SOUTHWESTERN ELECTRIC POWER	\$184 84	\$81 46 \$103 38	ROCK BLDG-ACCT#406819/JULY 20'98 BILLING ROCK BLDG-ACCT#3596699/JULY 20'98 BILLING
79628-APCA	07/31/98	SUSAN RICHEY	\$194 85	\$194 85	CD EXT-REIMBURSE/259mi@ 315ea, MEALS, OFFICE SUPPLIES 7/31
79629-APCA	07/31/98	TEXAS DIST & CO ATTY ASSOC	\$35 00	\$35 00	D A-8/98-9/98 MEMBERSHIP DUES/ANGELA NORTON
79630-APCA	07/31/98	UPSHUR-RURAL ELECTRIC COOP	\$94 16	\$94 16	PCT#2-ACCT#41186523&91396012/JULY 22'98 BILLING
79631-APCA	HC 07/31/98	DEERE CREDIT, INC	\$50,000 00	\$50,000 00	PCT#1-'98 J D MOTORGRADER S#DW670CX567168(DOWN PAYMENT)
79633-APCA	HC 08/07/98	VFW POST #6715	\$300 00	\$300 00	CD S-ED FUND/TCLOSE SCHOOLING, BLDG RENTAL
79634-APCA	HC 08/07/98	TEXAS DEPT OF TRANSPORTATION	\$14,000 00	\$14,000 00	PCT#1-EGUIP#19-9874-D/'89 GRADALL EXCAVATING MACHINE
Total for APCA - Accounts Payable Clearing Account			\$263,016 93		

VOL 57 PG 242

VOL 21 PG 243

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

07 Aug 1998

THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 07/31/98 thru 08/07/98

PAGE 4

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1156-FNB 125 HC	07/31/98	UPSHUR CO OPERATING ACCOUNT	\$2,269 27	\$2,269 27	JULY '98 125 PLAN ACCOUNTS RECEIVABLE
1157-FNB 125 HC	07/31/98	UPSHUR COUNTY INSURANCE ACCO	\$8,084 52	\$8,084 52	JULY '98 INS PREMIUMS DUE FROM IRC/125
Total for FNB 125 - IRC/125 PLAN			\$10,353 79		

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

07 Aug 1998

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 07/31/98 thru 08/07/98

PAGE 5

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
897-FNB INS	HC 07/31/98	FIRST NATIONAL BANK	\$58,000 00	\$58,000 00	CD#29298 PURCHASED@5.64%(21days)TD MATURE 8/21/98
898-FNB INS	HC 08/07/98	UPSHUR COUNTY INSURANCE CLEA	\$4,309 68	\$4,309 68	073098-UP PAYMENT REGISTER
899-FNB INS	HC 08/07/98	FIRST NATIONAL BANK	\$110,000 00	\$110,000 00	CD#29304 PURCHASED@5.66%(21days)TD MATURE 8/28/98
Total for FNB INS - INSURANCE			\$172,309 68		
Grand Total			\$445,690 40		

60 records listed

FILED
 HENRY SHAW
 CO. CLERK
 98 AUG 10 AM 11:40
 W. L. HARRIS, TX

Charles L. Still
 COUNTY JUDGE, CHARLES L. STILL.

Gaddis Lindsey
 COMMISSIONER PCT #1, GADDIS LINDSEY.

Tommy Stanley
 COMMISSIONER PCT#2, TOMMY STANLEY

COMMISSIONER PCT#3, RICK JACKSON

Kenny Thompson
 COMMISSIONER PCT#4, KENNY THOMPSON

VOL 51 PG 744