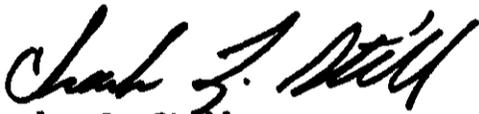


NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, AUGUST 24, 1998, 9:00 A.M, SPECIAL SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take action.
3. Consider approval of accounts payable and take action.
4. Consider any payroll changes and take action.
5. Consider any change orders, contracts or agreements on jail expansion and take action.
6. Consider any bids on property struck off for taxes.
7. Consider request for Chamber of Commerce for \$1,096.00 to pay 1/2 of cost of Ad in East Texas Vacation Guide.
8. Hear from County Auditor on contacts made related to lightening damage control.
9. Adopt a proclamation supporting community in school month.
10. Accept for recording a memo from D.A. Tim Cone in reference to 115th District Court Co-Ordinator and Court reporter issues.
11. Hear 911 Co-Ordinator on progress of program.
12. Approve applications for use of Upshur County roads and right of way.



Charles L. Still
Upshur County Judge

FILED
REX A. SHAW
COUNTY CLERK
98 AUG 20 PM 1:58
UPSHUR COUNTY, TX.
BY _____
DEPUTY

UPSHUR COUNTY COMMISSIONERS COURT

8-24-1998

COMMISSIONERS COURT MET IN SPECIAL SESSION. ALL MEMBERS PRESENT.

1. MOTION BY KENNEY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE MINUTES OF PREVIOUS MEETINGS DATED 8-10-1998 AND 8-20-1998. MOTION CARRIED.

2. MOTION BY KENNEY THOMPSON SECONDED BY RICK JACKSON APPROVE ALL BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. BUDGET AMENDMENTS ATTACHED.

3. MOTION BY KENNEY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE THE PAYMENT OF BILLS NOW DUE. WITH THE CHANGE OF AN ERROR OF BILL FOR THE CREMATION OF AN INDIGENT PERSON. CORRECT FEE SUPPOSED TO BE \$350.00 INSTEAD OF \$1,495.00.

4. MOTION BY KENNEY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE THE FOLLOWING PAYROLL CHANGES:

BROOKS JACKSON-DUE TO NEW HIRE
STACY JACKSON-DUE TO NEW HIRE
PAMELA EDGE-DUE TO CHANGED POSITIONS FROM JAILER TO RECORDS CLERK
JOSHUA MARTIN-DUE TO PROMOTION
ALAN MARSHALL WADE-DUE TO PROMOTION

MOTION CARRIED ON ALL THE ABOVE. PAYROLL CHANGE REPORTS ATTACHED.

5. NO ACTION TAKEN ON AGENDA ITEM CONCERNING CHANGE ORDERS, CONTRACTS OR AGREEMENTS ON JAIL EXPANSION AND TAKING ACTION.

6. NO ACTION TAKEN ON AGENDA ITEM CONCERNING BIDS FOR PROPERTY STRUCK OFF FOR TAXES.

7. NO ACTION TAKEN ON AGENDA ITEM CONCERNING REQUEST FROM CHAMBER OF COMMERCE FOR \$1,096.00 TO PAY 1/2 COST OF AD IN EAST TEXAS VACATION GUIDE. LETTER FROM CHAMBER OF COMMERCE REQUESTING FUNDS ATTACHED.

8. COUNTY AUDITOR, BEN SHEPHERD, STATED RICHARD ROBINS AGREED TO COME TO UPSHUR COUNTY AND REVIEW THE SITUATION RELATED TO LIGHTENING DAMAGE CONTROL.

9. MOTION BY KENNEY THOMPSON SECONDED BY TOMMY STANLEY TO ADOPT PROCLAMATION SUPPORTING COMMUNITY IN SCHOOL MONTH. MOTION CARRIED. PROCLAMATION ATTACHED.

10. MOTION BY RICK JACKSON SECONDED BY KENNEY THOMPSON TO

ACCEPT FOR RECORDING PURPOSES ONLY. A MEMO FROM D.A. TIM CONE IN REFERENCE TO 115TH DISTRICT COURT CO-ORDINATOR AND COURT REPORTER ISSUES. MOTION CARRIED WITH COMMISSIONER GADDIS LINDSEY AND COMMISSIONER TOMMY STANLEY VOTING NO AND COMMISSIONER KENNEY THOMPSON AND COMMISSIONER RICK JACKSON AND JUDGE STILL VOTING YES. MEMO ATTACHED.

11. NO ACTION TAKEN ON AGENDA ITEM CONCERNING HEARING 911 COORDINATOR ON PROGRESS OF PROGRAM. (MS. FLIPPO WAS NOT PRESENT.)

12. MOTION BY GADDIS LINDSEY SECONDED BY KENNEY THOMPSON TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENT CONTRACTS. PERMIT APPLICATIONS AND APPLICATIONS FOR FILLING ABANDONED WELLS:

PERMIT APPLICATION SUBMITTED BY DENNY WORTHAM TO PLACE A CULVERT IN ROW OF HOLLY LANE.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY CAROL L. COSTON TO FILL ABANDONED WELL. ABANDONED WELL OWNED BY VON DELL HOLLOWAY AND LOCATED ON HWY 154.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY EAGLE LOGGING COMPANY TO HAUL LOGS ON SPIDER LILLY AND SEAGO LILLY.

ETEX TELEPHONE CORPORATION TO PLACE A TELEPHONE CABLE WITHIN ROW OF ARROWWOOD ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY WARD TIMBER COMPANY TO HAUL LOGS ON KELSEY ROAD.

PERMIT APPLICATION SUBMITTED BY NANCY HALL TO PLACE A CULVERT IN ROW OF ANTELOPE.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY TUCKER TRUCKING COMPANY TO HAUL LOGS ON HAWK ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY DEAN LUMBER COMPANY TO HAUL LOGS ON CHINABERRY.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY MARTEXA WELL SERVICES, INC. TO HAUL LOGS ON BISON AND CARIBOU ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY DEAN LUMBER COMPANY TO HAUL LOGS ON FLYING SQUIRREL.

PERMIT APPLICATION SUBMITTED BY JAMES BO THOMPSON TO PLACE CULVERT IN ROW OF ASPEN.

FORMAL NOTICE GIVEN BY GTE TO PLACE A BURIED TELEPHONE CABLE IN ROW OF INTERSECTION OF RED MAPLE AND BOYD ROAD.

VOL. 51 PG. 752

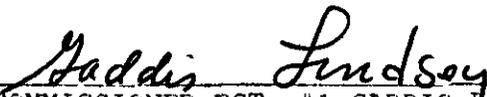
MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL THE ABOVE ATTACHED.

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

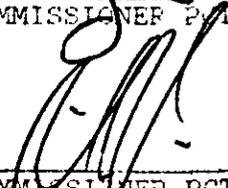
ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

ACCOUNTS PAYABLE PREVIOUSLY APPROVED ON 8-10-1998 PLACED INTO MINUTES FOR RECORDING PURPOSES.


JUDGE CHARLES STILL


COMMISSIONER PCT. #1 GADDIS LINDSEY


COMMISSIONER PCT. #2 TOMMY STANLEY


COMMISSIONER PCT. #3 RICK JACKSON


COMMISSIONER PCT. #4 CHARLES K. THOMPSON

UPSHUR COUNTY
BUDGET AMENDMENTS

VOL. 51 PG. 753

The following budget amendments were approved on this the 24TH
day of AUGUST, 1998.

Charles Still
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 1

Tommy Staley
Tommy Staley, Comm. Pct. 2

Rick Jackson
Rick Jackson, Comm. Pct. 3

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

FILED
REX A. SHAW
COUNTY CLERK
58 AUG 24 AM 11:03
UPSHUR COUNTY, TX.
BY _____
OF PUBLIC

BUDGET AMENDMENT
LINE ITEM TRANSFER

Date 8-24-98

TO Honorable Commissioners Court of Upshur County

Submitted for your consideration are the following line-item transfers

FROM	FUND	DEPT	ACCOUNT	AMOUNT
	<u>10</u>	<u>426</u>	<u>4145</u>	<u>100</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO	<u>10</u>	<u>426</u>	<u>3095</u>	<u>100</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON.

Chas. L. Hill
Dept. Head Co. Court

Attest: County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 8-24-98

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>425</u>	<u>7000</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO	<u>10</u>	<u>435</u>	<u>4110</u>	<u>7000</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON

Lauren Parish

Dept. Head

D. Court

Attest:

County Clerk

VOL. 51 PG. 75e

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 8-24-98

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>3240</u>	<u>225</u>
	_____	_____	<u>3200</u>	<u>300</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
TO:	<u>10</u>	<u>476</u>	<u>3010</u>	<u>250</u>
	_____	_____	<u>3095</u>	<u>275</u>
	_____	_____	_____	_____

REASON.

[Signature]
Dept. Head D.A.

Attest: _____
County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date 8-24-98

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>512</u>	<u>5100</u>	<u>1251</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO	<u>10</u>	<u>510</u>	<u>4300</u>	<u>1251</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON

Ray Lueder
Dept. Head Co Bldg

Attest: County Clerk

VOL 51 PG 758

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date. 8-26-98

TO Honorable Commissioners Court of Upshur County

Submitted for your consideration are the following line-item transfers

FROM.	FUND	DEPT	ACCOUNT	AMOUNT
	<u>10</u>	<u>514</u>	<u>3400</u>	<u>404</u>
	<u> </u>	<u> </u>	<u>3460</u>	<u>650</u>
	<u> </u>	<u> </u>	<u>4495</u>	<u>652</u>
	<u> </u>	<u> </u>	<u>5100</u>	<u>309</u>
TO	<u>10</u>	<u>514</u>	<u>3380</u>	<u>343</u>
	<u> </u>	<u> </u>	<u>4300</u>	<u>1672</u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>

REASON:

Ray Hoeder
Dept. Head J. Ctr.

Attest _____
County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 8-24-98

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>551</u>	<u>4470</u>	<u>26.62</u>
	_____	_____	<u>5350</u>	<u>15.00</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
TO:	<u>10</u>	<u>551</u>	<u>3010</u>	<u>41.62</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON

Joel Burlock
Dept. Head Pct 1 Constable

Attest: County Clerk

VOL. 51 PG. 760

BUDGET AMENDMENT
LINE ITEM TRANSFER

Date: 8-24-98

TO. Honorable Commissioners Court of Upshur County

Submitted for your consideration are the following line-item transfers

FROM	FUND	DEPT	ACCOUNT	AMOUNT
	<u>10</u>	<u>560</u>	<u>5350</u>	<u>594</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO.	<u>10</u>	<u>560</u>	<u>4470</u>	<u>594</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON:

P.O. Crow
Dept. Head S.O.

Attest: County Clerk

BUDGET AMENDMENT

VOL 51 PG 761

LINE ITEM TRANSFER:

Date: 8-27-98

Honorable Commissioners Court of Upshur County:

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

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	10	565	4860	3000
To:	10	565	3135	3000

Reason: Food

RC by BR
Department Head JAIL

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 8-24-98

TO. Honorable Commissioners Court of Upshur County

Submitted for your consideration are the following line-item transfers

FROM	FUND	DEPT	ACCOUNT	AMOUNT
	<u>15</u>	<u>611</u>	<u>5500</u>	<u>5243</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO.	<u>15</u>	<u>611</u>	<u>3380</u>	<u>2100</u>
	_____	_____	<u>4700</u>	<u>3143</u>
	_____	_____	_____	_____

REASON:

Gaddis Sunday
Dept. Head Pct 1 R+B

Attest County Clerk

BUDGET AMENDMENT
LINE ITEM TRANSFER

Date 8-24-98

TO. Honorable Commissioners Court of Upshur County

Submitted for your consideration are the following line-item transfers

FROM.	FUND	DEPT	ACCOUNT	AMOUNT
	<u>16</u>	<u>612</u>	<u>5350</u>	<u>2060</u>
	<u> </u>	<u> </u>	<u>5400</u>	<u>500</u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TO	<u>16</u>	<u>612</u>	<u>6000</u>	<u>2439</u>
	<u> </u>	<u> </u>	<u>6500</u>	<u>121</u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>

REASON

Johnny P. Stanley
Dept. Head Pct 2 A+B

Attest: _____
County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

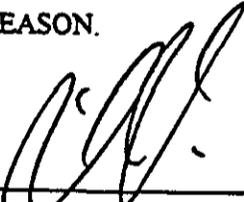
Date. 8-24-98

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>4495</u>	<u>4685</u>
	_____	_____	<u>5100</u>	<u>4000</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
TO	<u>17</u>	<u>613</u>	<u>3240</u>	<u>1000</u>
	_____	_____	<u>3430</u>	<u>6985</u>
	_____	_____	<u>4300</u>	<u>200</u>
			<u>4480</u>	<u>500</u>

REASON.



Dept Head Pct 3 R+B

Attest. County Clerk

BUDGET AMENDMENT
LINE ITEM TRANSFER

Date 8-24-98

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>5100</u>	<u>4000</u>
			<u>3300</u>	<u>4312</u>
			<u>2330</u>	<u>2000</u>
			<u>3390</u>	<u>1000</u>
			<u>3420</u>	<u>3500</u>
			<u>5650</u>	<u>1731</u>
			<u>3200</u>	<u>657</u>
TO	<u>18</u>	<u>614</u>	<u>3110</u>	<u>650</u>
			<u>3240</u>	<u>55</u>
			<u>3430</u>	<u>11,395</u>
			<u>4470</u>	<u>100</u>
REASON:			<u>4480</u>	<u>5000</u>


Dept. Head PT+4 R+B

Attest: County Clerk

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

21 Aug 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 08/10/98 thru 08/21/98

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
79638-APCA	08/10/98	24TH ANNUAL ADVANCED CRIM LA	\$195 00	\$195 00	D A-COURSE BOOKS/24TH ADVANCED CRIM LAW COURSE
79639-APCA	08/10/98	A TO Z TIRE	\$1,267 38	\$1,267 38	PCT#1-TIRES FOR DUMP TRUCK UNIT#123; LABOR; SERVICE CALL
79640-APCA	08/10/98	ABC AUTO PARTS	\$18 22	\$7 47 \$10 75	PCT#3-BELT FOR WHEEL LOADER PCT#3-SEAL FOR REX MIXER
79641-APCA	08/10/98	ACCU CHEM LABORATORIES	\$610 50	\$199 00 \$411 50	CCP-PROFILES/ACCT#U985 CCP-ACCT#U985/PROFILES JUNE '98
79642-APCA	08/10/98	ACCUTEL VOICE/DATA SYSTEMS, I	\$742 00	\$154 00 \$61 00 \$527 00	CO JAIL-(1)MERIDAN CO JAIL-(1)hr LABOR CO JAIL-(3)PHONES, LABOR
79643-APCA	08/10/98	ALAN MEYERS & ASSOCIATES	\$166 85	\$166 85	CO LIB-VIDEOS; POSTAGE & HANDLING
79644-APCA	08/10/98	AMERICAN HERITAGE LIFE INSUR	\$465 97	\$465 97	CASE#47939/JULY '98 PAYROLL DEDUCTIONS
79645-APCA	08/10/98	ANGELA NORTON	\$719 46	\$563 16 \$193 00 \$63 30	D A-REIMBURSE/664mi @ 315ea, MEALS, LODGING(TDCA A@AUSTIN) D A-REIMBURS/AIRLINE TICKET(TDCAA@HARLINGEN) D CT-DONUTS FOR JURORS
79646-APCA	08/10/98	ANN WEST OWLES, C S R	\$160 00	\$160 00	D CT-COURT REPDRTING 07/29/98
79647-APCA	08/10/98	ARCH COMMUNICATIONS GROUP, IN	\$5 00	\$5 00	CD BLDGS-ACCT#60-120247/PRIOR BALANCE
79648-APCA	08/10/98	ASPEN PUBLISHERS, INC	\$135 62	\$135 62	CD TREAS-(1)COBRA HANDBOOK
79649-APCA	08/10/98	AT & T INFORMATION SYSTEMS	\$58 66	\$58 66	SUP-ACCT#0142860638001/JULY 15 '98 BILLING
79650-APCA	08/10/98	BARRY CLARK WALLACE, P C	\$350 00	\$350 00	D CT-CAUSE#12,041/ST VS SHAYLIN RAY BIGAN
79651-APCA	08/10/98	BARSCO	\$91 28	\$91 28	CD BLDGS-CUST#UPS025/NU-BRITE
79652-APCA	08/10/98	BAXTER SALES CO, INC	\$3,611 88	\$2,428 56 \$711 50 \$471 82	JAIL CONST-(1)CS LIG ENZYMES(6)FAS-LOK RACK SYSTEM JAIL CONST-CUST#100950/(1)gals EPOXY GREY CO JAIL-CUST#100950/MOP; FINISH; STRIPPER, TISSU E
79653-APCA	08/10/98	BIG SANDY MEDICAL CLINIC	\$26 87	\$26 87	IND-PATRICIA D CREECH/MEDICAL 7/17/98
79654-APCA	08/10/98	BLAZER RESOURCES, INC	\$16,900 00	\$6,337 50 \$7,312 50 \$3,250 00	PCT#1-CUST#2611/390 BBLs ROAD OIL @ \$16 25 PCT#3-CUST#2611/450 BBLs ROAD OIL @ \$16 25 PCT#1-CUST#2611/200 BBLs ROAD OIL @ \$16 25
79655-APCA	08/10/98	WDR BARKER CO, INC	\$1,163 21	\$53 91 \$7 40	CO JAIL-CUST#254154/SHIRTS FREIGHT CO JAIL-ACCT#25215/SHOES

VOL 51 PG 768

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

21 Aug 1998

THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 08/10/98 thru 08/21/98

PAGE 2

VOL 51 PG 769

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$165 75	CO JAIL-ACCT#284154/LOCKER
				\$177 60	CO JAIL-SHOES
				\$718 55	CO JAIL-ACCT#284154/TV; CANOPENER, RACK; CONTAIN ER; CART
79636-APCA	08/10/98	BOGEL SALES INC	\$466 30	\$46 00	CO BLDGS-CUST#870230/TOWELS
				\$420 30	CO BLDGS-CUST#870230/TOWELSS; CLEANSER; TISSUE; TRASH BAGS
79637-APCA	08/10/98	BRYAN POWELL DRYWALL	\$4,000 00	\$4,000 00	JAIL CONST-ALL LABOR&MATERIALS/CEILING IN HALLWAY
79638-APCA	08/10/98	BULFINCH CUSTODIAL SERVICE	\$3,908 10	\$3,908 10	AUGUST '98 JANITORIAL SERVICES
79639-APCA	08/10/98	BURBA'S COMPUTER ENTERPRISES	\$25 00	\$25 00	JUV PROB-CD-ROM REPLACED
79660-APCA	08/10/98	LINEBARGER HEARD GOGGAN BLAI	\$23,446 17	\$4,545 34	CO TAX-JAN '98 DELIQUENT TAX COLLECTED
				\$4,798 77	CO TAX-APRIL '98 DELIQUENT TAX COLLECTED
				\$7,789 30	CO TAX-MAY '98 DELIQUENT TAX COLLECTED
				\$6,312 76	CO TAX-JUN '98 DELIQUENT TAX COLLECTED
79661-APCA	08/10/98	CAPITAL GRAPHICS	\$520 74	\$520 74	D CLK-CIVIL DOCKET SHEETS; DIVORCE DOCKET SHEETS; CRIMINAL DOCKET SHEETS; SHIPPING CHARGES
79662-APCA	08/10/98	CAVENDER'S BOOT CITY	\$80 78	\$24 80	CO S-UNIFORM PANTS
				\$55 98	CO S-2 PR PANTS
79663-APCA	08/10/98	CENTRAL UNITED LIFE INSURANC	\$1,332 94	\$1,332 94	GROUP#4269/JULY '98 PAYROLL DEDUCTIONS
79664-APCA	08/10/98	CHAS F WILLIAMS CO INC	\$219 00	\$219 00	CO JAIL-(1)KEY CABINET
79665-APCA	08/10/98	CHRISTI OGDEN	\$118 12	\$118 12	SUP&CCP-REIMBURSE/375mi@ 315ea; MEALS 7/98
79666-APCA	08/10/98	CHRISTIE HALLMAN	\$33 86	\$33 86	CO TAX-REIMBURSE/44mi@ 315ea; MEALS(TAXATION SEM&RECORDS EVALULATION)
79667-APCA	08/10/98	CINDY GRIMES	\$30 00	\$30 00	CCP-VICTIMS IMPACT PANEL 7/20/98
79668-APCA	08/10/98	CO JUDGE&COMMISSIONER ASSOC	\$500 00	\$500 00	COMM CT-1998 ANNUAL DUES
79669-APCA	08/10/98	COMPLETE BUSINESS	\$852 95	\$314 87	DA-CUST#LN5154/COPY COUNT CONT (23400 COPIES MADE 06/01/98-07/01/98)
				\$51 23	CO TAX-CUST#LN0461/RICOH F5540(3941 COPIES MADE 06/01/98-07/01/98)
				\$4 00	CO TAX-CUST#LN0461/TONER
				\$88 17	SUP-ACCT#LN4890/JUNE 1-30 '98 BILLING
				\$4 05	11-CUST#LN0451/COPY COUNT CONT (300 COPIES MADE 06/01/98-07/01/98)
				\$4 00	CO JUDGE-CUST#LN0461/COPY COUNT CONT (350 COPIES MADE 06/01/98-07/01/98)

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

21 Aug 1998

THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 08/10/98 thru 08/21/98

PAGE 3

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$385 95	CO EXT-CUST#LN0461/RICOM F5520(28817 COPIES MADE 12/01/97-07/01/98)
79670-APCA	08/10/98	CONGRESSIONAL QUARTERLY INC	\$360 00	\$360 00	CO LIB-CG RESEARCHER FULL SERVICE
79671-APCA	08/10/98	CONROY FORD TRACTOR, INC	\$261 15	\$261 15	PCT#2-ACCT#01797/GLASS, LABOR
79672-APCA	08/10/98	COOPER, FLOWERS, DAVIS,	\$506 26	\$506 26	NDN DEPT-ACCT#400-040M/THOMPSON VS UPSHUR
79673-APCA	08/10/98	COUNTY JUDGES EDUCATION COMM	\$150 00	\$150 00	CO CT-(1)COUNTY CT BENCH MANUAL FY98 SUBSCRIPTION
79674-APCA	08/10/98	COX EAST TEXAS	\$18 54	\$18 54	COMM CT-ACCT#581425UPS/PUBLIC NOTICE(CULVERTS)
79675-APCA	08/10/98	DALLAS COUNTY INSTITUTE OF F	\$25 00	\$25 00	CO S-MEDICAL EXAMINER SERVICES 06/01/98-06/30/98
79676-APCA	08/10/98	DARR EQUIPMENT COMPANY	\$6,026 54	\$77 50 \$50 56 \$3,291 38 \$49 47 \$2,363 16 \$152 62 \$41 85	PCT#3-CUST#8727200/UMBRELLA PCT#3-FLASHER & GREASE GUN PCT#4-EQUIPMENT PARTS, LUBRICANT, UMBRELLAS PCT#4-SEALS, HOSE PCT#4-CUST#8727400/BITS PCT#4-CUST#8727400/ELEMENTS, FILTERS PCT#4-CUST#8727400/ELEMENT, FILTER
79677-APCA	08/10/98	DATA COMPOSITION, INC	\$276 93	\$276 93	CO LIB-BAR CODES (7,000)
79678-APCA	08/10/98	DAVID BISHOP	\$350 00	\$350 00	D CT-CAUSE#11,847 CYRUS EUGENE WESLEY 7/29/98
79679-APCA	08/10/98	DEAN'S LAWNMOWER &	\$113 33	\$35 45 \$26 00 \$51 88	CO BLDGS-CARB KIT, PLUG, LABOR CCP-MOWER PARTS, LABOR CO CTH-BLADE, WHL KEY, SHARPEN BLADE
79680-APCA	08/10/98	DEANNA DRENNAN	\$350 00	\$350 00	D CT-CAUSE# 12,083 & 12,084/STATEMENT OF FACTS
79681-APCA	08/10/98	DINOSAUR VALLEY CONSTRUCTION	\$6,188 84	\$4,643 85 \$1,544 99	JAIL CONST-BALANCE FOR START-UP FUNDS JAIL CONST-SUPPLIES/REIMBURSED EXPENSES
79682-APCA	08/10/98	DWIGHT A BRANNON	\$2,750 00	\$2,750 00	D CT-CAUSE#12,077/ST VS ROBERT ANDREW POFMOUNTER
79683-APCA	08/10/98	EAST TEXAS INSURANCE AGENCY	\$50 00	\$50 00	CO S-#13730220/TODD PARISH(RESERVE DEPUTY 8/5/98-8/5/99)
79684-APCA	08/10/98	EAST TEXAS MACHINERY, INC	\$285 97	\$17 74 \$120 83 \$147 40	PCT#3-ACCT#10000656/ACTUATOR PCT#3-ELECTRICAL SWITCH, NUTS, BOLTS & WASHERS PCT#1-ACCT#10000654/FILTER ELE TOOTH

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79685-APCA	08/10/98	EAST TEXAS MEDICAL CENTER	\$179 90	\$19 35	IND-SHARON GRANVILLE/MEDICAL 5/22/98
				\$102 50	CO JAIL-SONDRA GONZALES/PHYSICAL FOR EMPLOYMENT
				\$19 35	IND-ALVIS LODEN/MEDICAL 7/2/98
				\$19 35	IND-DANNY GRANVILLE/MEDICAL 7/9/98
				\$19 35	CO INDIO-PAT#20158713/SHARON GRANVILLE(MEDICAL)
79686-APCA	08/10/98	ECONOMY AUTO SUPPLY, INC	\$482 13	\$298 88	PCT#4-STARTER; BRAKE FLUID
				\$4 67	PCT#4-SOCKET
				\$4 24	PCT#4-OIL PRESSURE SWITCH FOR BACKHOE
				\$86 96	PCT#4-OIL, PARTS
				\$54 88	PCT#4-CREASE GUN
				\$20 23	PCT#4-FILTERS (5)
79687-APCA	08/10/98	ELWELL'S OIL & LUBE	\$70 00	\$17 00	CO S-UNIT#14/OIL; FILTER; LABOR
				\$17 00	CO S-UNIT#02/OIL; FILTER; LABOR
79688-APCA	08/10/98	ERVIN'S GARAGE	\$683 98	\$17 00	CO S-UNIT#24/OIL; FILTER; LABOR
				\$19 00	CONST#2-OIL, FILTER; LABOR
				\$404 18	PCT#1-LABOR, WATER PUMP; COIL, TIMING GEAR & PARTS
79689-APCA	08/10/98	ETEX TELEPHONE COOP, INC	\$223 10	\$279 80	PCT#1-TIRES; LABOR
				\$27 70	TELE COMM-#968-2941/AUGUST 1'98 BILLING
79690-APCA	08/10/98	FEDEX	\$105 50	\$62 38	PCT#3-#734-5822/AUGUST 1'98 BILLING
				\$41 32	PCT#4-#762-6731/AUGUST 1'98 BILLING
				\$55 15	PCT#2-#762-6266/AUGUST 1'98 BILLING
				\$36 55	PCT#1-#734-5609/AUGUST 1'98 BILLING
79691-APCA	08/10/98	FUTURE EQUIPMENT CO, INC	\$720 82	\$105 50	CO S-ACCT#1716-1325-6/TRANSPORTATION CHARGES
79692-APCA	08/10/98	GARY ROBERTS	\$17 47	\$503 39	PCT#1-CUST#5UC0001/HITCH; JOINT, FREIGHT
				\$217 43	PCT#1-ELECTRIC SOLENOID FOR TRACTOR
79693-APCA	08/10/98	GAYLORD BROK, INC	\$21 10	\$17 47	CO S-REIMBURSE/GAS
79694-APCA	08/10/98	GCR LONGVIEW TRUCK TIRE CENT	\$188 33	\$21 10	CO LIB-ACCT#A00169375/I D PROTECTORS
79695-APCA	08/10/98	GERALD TIMMONS	\$12 62	\$188 33	PCT#2-CUST#148700/TIRE
79696-APCA	08/10/98	GILMER DRUG COMPANY	\$170 53	\$12 62	PCT#3-REIMBURSE/BUSINESS CALLS 7/21/98 BILL
				\$20 14	CO JAIL-THOMAS GIPSON/PRESRIPTIONS
				\$19 90	CO JAIL-HAROLD HART/PRESRIPTIONS
				\$7 78	CO JAIL-PAIN RELIEVE, IBUPROFIN
				\$50 56	CO JAIL-R SILVER, R WENZ/PRESRIPTIONS
				\$6 24	CO JAIL-PREGNANCY TEST
				\$13 78	CO JAIL-KENNETH FREEMAN/PRESRIPTION
				\$20 51	CO JAIL-DENNIS MARTIN/PRESRIPTION

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				\$11 99	CD JAIL-SARA HILL/PRESCRIPTION
				\$19 33	CD JAIL-ROBERT TERRY/PRESCRIPTIONS
79697-APCA	08/10/98	GILMER LUMBER COMPANY INC	\$289 38	\$1 99	CD BLDG3-CUST#0021020/PAINT THINNER
				\$1 99	CD BLDG5-CUST#0021020/PAINT THINNER
				\$285 40	JAIL CONST-ACCT#0026907/JULY 30'98 BILLING
79698-APCA	08/10/98	GILMER OFFICE CENTER	\$546 41	\$11 65	SUP-(1)PRINTER CARTRIDGE
				\$319.80	I C -GREENBAR PAPER
				\$19 22	I C -STEP FILE RACK, MONITOR-MOUNT VIEW CLIP
				\$4 88	CD TREAS-CALCULATOR RIBBONS
				\$24.04	I C -RING BINDERS (1-IN); RING BINDERS (1 1/2 IN); RULERS
				\$8 00	CD TREAS-TRANSPARANCIES, MARKERS
				\$2 70	CD EXT-INDEX TABS
				\$74.70	I C -SELF ADHESIVE FASTENERS
				\$1 96	911-ENVELOPES
				\$8 58	CD EXT-DISKETTES
				\$9.71	911-RED COPY PAPER
				\$46 55	CD S-SHARP TONER CART FOR FAX
				\$14 62	CD AUD-SURGE SUPPRESSOR
79699-APCA	08/10/98	GOOD SHEPHERD MED CTR ACU	\$90 32	\$90 32	IND-FRED MOORE/MEDICAL 6/29/98
79700-APCA	08/10/98	GOUDARZI & MORIN LAW FIRM	\$250 00	\$250 00	D CT-STATE vs BARBARA BORENS 7/17/98
79701-APCA	08/10/98	GOVERNMENT FINANCE OFFICERS	\$85 00	\$85 00	CD AUD-GAAFR REVIEW NEWSLETTER 7/21/98
79702-APCA	08/10/98	GOVERNMENT RECORDS SERVICES	\$307 32	\$275 00	D CLK CUST#000532/RENTAL FOR CAMERA W/EASEL
				\$32 32	D CLK-CUST#000532/DUPLICATION
79703-APCA	08/10/98	GRADY GILES	\$370 00	\$370 00	DPS-CD & INSTALLATION, HPQ70 PRINTER
79704-APCA	08/10/98	H&D TIRE & AUTOMOTIVE	\$1,671 87	\$2 77	CD BLDG-STEEL WOOL
				\$191 56	CD S-TIRES, LABOR
				\$115 25	PCT#4-BATTERY, RECYCLE FEE, KEYS, KEY RING
				\$16 42	PCT#1-HYDRAULIC FITTINGS & HOSE, GASKET
				\$104 20	PCT#1-CHAIN, HOOKS
				\$4 40	PCT#3-CAP
				\$69 06	PCT#3-FANS
				\$26 08	PCT#1-HAMMERS (2)
				\$8 30	CD BLDG-WIRE NUTS & SCREWS
				\$3 20	CD S-SCREWS
				\$31.61	PCT#2-SWITCH, GATORADE, PLUGS
				\$12 43	CD JAIL-ROPE, PIPE STRAP, BOLTS
				\$27 40	PCT#4-TUBE, LABOR, SPINNERS(FOR TIRES)
				\$16 65	PCT#2-GREASE GUN, "TEE" WRENCH SET, O'RING
				\$42 87	PCT#3-BATTERY, RECYCLE FEE, CORE CHG
				\$16 50	PCT#3-TUBE, BOOT, LABOR
				\$4 40	CD S-MASONRY BIT
				\$5 20	PCT#3-PVC GLOVES

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				\$2 96	PCT#3-DUST MASK
				\$13 80	PCT#2-GATORADE
				\$78 83	PCT#1-SEALS (4); ALTERNATOR, CORE CHG; QUICK-STEEL
				\$5 10	PCT#2-OIL SEAL
				\$2 00	PCT#2-HYDRAULIC FITTING
				\$59 46	PCT#1-SILICONE; PAPER TOWELS
				\$263 21	PCT#2-HYDRAULIC HOSE FITTINGS; HYDRAULIC HOSE, O'RING; BEARING
				\$13 44	PCT#1-ALTERNATOR CORE CREDIT; BRAKE FLUID; GLOVES
				\$17 09	PCT#3-LUG WRENCH
				\$3 42	PCT#1-FUEL HOSE; CLAMPS
				\$37 54	PCT#1-LIGHT LENS; SOLVS-IT
				\$1 15	CO BLDG-SCREWS
				\$13 70	PCT#2-IGNITION SWITCH
				\$11 12	PCT#1-"D" BATTERIES; 6-VOLT BATTERY
				\$12 01	PCT#2-SWITCH; O'RING FOR TIRE
				\$335 17	PCT#2-TIRE
				\$91 88	PCT#1-STARTER; CORE CHARGE
				\$35 68	PCT#3-HYDRAULIC FITTING (2); HYDRAULIC HOSE; COMPRESSION SLEEVE; FILTERS (4)
				\$11 56	CO BLDG-9 VOLT BATTERIES
				\$10 50	CO BLDG-90 AMP FUSES
				\$3 03	PCT#3-FILTER
				\$36 30	PCT#3-REFLECTOR KIT; FILTER; RADIATOR HOSE; CLAMPS
				\$16 55	PCT#3-HANDLE
				\$63 64ct	PCT#1-(4)BRAKE SHOES RETURNED
				\$37 00ct	PCT#1-RETURNED IGNITION SWITCH
				\$3 29ct	
79705-APCA	08/10/98	HASTINGS BOOKS, MUSIC&VIDEO #	\$15 29	\$15 29	CO TAX-COMPUTER BOOK
79706-APCA	08/10/98	HERBERT L YOUNG	\$234 48	\$234 48	CONST#2-242 GALS GASOLINE
79707-APCA	08/10/98	HEWITT CORP	\$283 95	\$283 95	PCT#3-HARDWARE
79708-APCA	08/10/98	HITEX TOOL & DIE CO	\$370 00	\$370 00	PCT#1-BUILD SPLINED SHAFT
79709-APCA	08/10/98	HOMETOWN COUNTS/NETWORK	\$500 00	\$500 00	COMPUTER-(3)WYSE TERMINALS REPAIRED
79710-APCA	08/10/98	HORNBECK VIDEO PRODUCTIONS	\$54 95	\$54 95	CONST#2-ED FUND/TENNESSEE DRUG STALKER VIDEO
79711-APCA	08/10/98	INDUSTRIAL ELECTRONIC SUPPLY	\$6 15	\$6 15	J CTR-ACCT#089051/SWITCHES
79712-APCA	08/10/98	IRVIN TIRE COMPANY	\$2 02	\$1 50 \$0 52	CO BLDG-ACCT#3749/SERVICE CHG DA-ACCT#8949/NEW BALANCE
79713-APCA	08/10/98	J T 'S TINT & TRIM	\$100 00	\$100 00	CONST#2-DID/INS(ALL TINT(K-P UNIT CROWN VIC)

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79714-APCA	08/10/98	JERROD DAVIS	\$2,100 00	\$2,100 00	D CT-CAUSE#12,085/ST VS JOSEPH F MECH
79715-APCA	08/10/98	JODAC OFFICE SUPPLY	\$585 25	\$322 70 \$62 55	CO S-DESK, CHAIR, FOLDERS CO BLDGS-MASTER CASTERS
79716-APCA	08/10/98	JR'S	\$424 42	\$53 31 \$5 89 \$17 10 \$93 10 \$16 25 \$14 60 \$6 50 \$6 50 \$21 85 \$121 11 \$68 21	PCT#1-GAS PCT#1-GASOLINE PCT#1-GASOLINE PCT#1-DIESEL PCT#1-GASOLINE PCT#1-GASOLINE PCT#1-GASOLINE PCT#1-GASOLINE PCT#1-DIESEL PCT#1-DIESEL
79717-APCA	08/10/98	JURIS PUBLISHING, INC	\$87 50	\$87 50	DA-ACCT#21774/TEXAS SEARCH& SEIZURE; HANDLING
79718-APCA	08/10/98	KAY TAYLOR	\$30 00	\$30 00	CCP-VICTIMS IMPACT PANEL 7/20/98
79719-APCA	08/10/98	KELLY FORD TRACTOR, INC	\$689 40	\$25 72 \$111 92 \$551 76	PCT#3-ACCT#03083/CAP; KIT WHEEL PCT#1-ACCT#05609/KIT WHEEL; HUB ASSEMB PCT#1-ACCT#05609/KIT; WASHR; HUBBASSEM ; CAP; SPI NDLE
79720-APCA	08/10/98	KERNS BAKERY	\$218 25	\$45 75 \$60 00 \$52 50 \$60 00	CO JAIL-61 LOAVES OF BREAD CO JAIL-80 LOAVES OF BREAD CO JAIL-70 LOAVES OF BREAD CO JAIL-80 LOAVES OF BREAD
79721-APCA	08/10/98	KIRBY RESTAURANT SUPPLY	\$115 00	\$115 00	CO JAIL-ACCT#7009/REMOVED SPOON FROM DRAIN
79722-APCA	08/10/98	KRISTI PHILLIPS	\$16 42	\$16 42	SUP-REIMBURSE/MEALS 7/98
79723-APCA	08/10/98	LAUREN PARISH	\$195 00	\$195 00	D CT-REIMBURSE/REGISTRATION FEE FOR CONFERENCE
79724-APCA	08/10/98	LAWSOON PRODUCTS, INC	\$88 90	\$88 90	PCT#2-BOLTS, NUTS & SCREWS
79725-APCA	08/10/98	LAZERPERFECT INT'L	\$138 00	\$138 00	IC-CUST#9038434001/REPLACEMENT CARTRIDGES
79726-APCA	08/10/98	LEO TRIMBLE	\$225 00	\$225 00	PCT#4-180 YDS GRAVEL @ \$1 25
79727-APCA	08/10/98	LEXIS LAW PUBLISHING	\$1 12	\$1 12	LAW LIB-ACCT#1894311/JULY 17'98 BILLING
79728-APCA	08/10/98	LINDA CARROLL, CSR/RPR	\$80 00	\$80 00	D CT-COURT REPORTING 07/15/98
79729-APCA	08/10/98	LISA VINES	\$40 00	\$40 00	JUV PROB-REIMBURSE/CONFERENCE@LONGVIEW 8/6/98
79730-APCA	08/10/98	LOCK DOC INC	\$350 84	\$152 10	J CTR-INSTALL LOCKS REPAIR @DORNB, SERVICE

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					CALL
				\$66 00	CO BLDGS-REKEY LOCKS; SERVICE CALL; LABOR
				\$8 34	CO BLDGS-6 REGULAR DUPLICATE KEYS
				\$83 40	CO JAIL-60 DUPLICATE KEYS
79731-APCA	08/10/98	LONG MOTOR COMPANY, INC	\$422 59	\$412 09	CO BLDGS-PARTS; LABOR
				\$10 50	CO BLDGS-LABOR
79732-APCA	08/10/98	LONGVIEW CANVAS PRODUCTS	\$40 00	\$40 00	CO BLDGS-ACCT#U016/REPAIR FLAG
79733-APCA	08/10/98	LONGVIEW GEAR & AXLE	\$697 19	\$505 53	PCT#1-CUST#832/YOKES; U-JOINTS; BEARINGS; TUBING DRIVESHAFTS
				\$191 66	PCT#1-CUST#832/YOKE; SHAFT; U-JOINT; TUBING; LABO R
79734-APCA	08/10/98	MARION CO SHERIFF'S	\$160 00	\$160 00	CO JAIL-JUNE '98/4days@\$40 00; INMATES HOUSED
79735-APCA	08/10/98	MATTHEW BENDER & CO, INC	\$165 01	\$165 01	D A-ACCT#0084056000/INV#63049441; 5249J; 387365 1
79736-APCA	08/10/98	MED SHOP PHARMACY	\$412 05	\$412 05	CO INDIG-ACCT#2048/F MOORE; A LODEN-PRESCRIPTI ONS
79737-APCA	08/10/98	MICHAEL MARTIN, ATTY	\$1,300 00	\$350 00	D CT-CAUSE#12, 121/ST VS KENNETH ALLEN FREEMAN
				\$350 00	D CT-CAUSE#12, 043&12, 072/ST VS JEREMY M LLOYD
				\$350 00	D CT-CAUSE#11, 195/ST VS TAMARA LEE CORBETT
				\$250 00	D CT-CAUSE#11, 631/ST VS JAMES S TURNER
79738-APCA	08/10/98	MICHEAL SMITH	\$46 46	\$46 46	CO TAX-REIMBURSE/84mi@ 315ea; MEALS(TAXATION SEM&REVORDS CONVERSION)
79739-APCA	08/10/98	MID-CONTINENT LIFE INSURANCE	\$34 00	\$34 00	JULY '98 PAYROLL DEDUCTIONS/M010113208
79740-APCA	08/10/98	MOORE MEDICAL CORP	\$452 61	\$452 61	CO JAIL-CUST#1706876/ACETAMIN; ALAMAG; HEM OIN T; DRASOL;
79741-APCA	08/10/98	MORRIS CO SHERIFF'S DEPT	\$3,480 00	\$3,480 00	CO JAIL-JUNE '98/87@ \$40 00 INMATES HOUSED
79742-APCA	08/10/98	MTL INDUSTRIES, INC	\$154 98	\$154 98	PCT#1-BOLTS & NUTS (FOR EQUIP)
79743-APCA	08/10/98	MUSIC MOUNTAIN WATER CO	\$38 75	\$38 75	CO CTH-ACCT#18700100/JULY 31 '98 BILLING
79744-APCA	08/10/98	MYRA HARRIS	\$44 84	\$44 84	CO TREAS-REIMBURSE/89 6mi@ 315ea; MEALS(TCDRS MEETING@TYLER, L TUEL&MYRA)
79745-APCA	08/10/98	NATIONAL FAMILY CARE	\$538 80	\$538 80	ID#3152/JULY '98 PAYROLL DEDUCTIONS(E. SMITH JUNE '98)
79746-APCA	08/10/98	NATIONAL LAW ENFORCEMENT INS	\$345 00	\$345 00	CO S-ED FUND/WAYNE YOUNG(ADV INVEST SCHOOL@HOUSTON)

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79747-APCA	08/10/98	NICHOLS MACHINERY COMPANY	\$3,009 98	\$34 18 \$696 50 \$582 40 \$1,696 50	PCT#3-BOLTS & NUTS PCT#1-ACCT#10546/SUPER TINES PCT#3-BULLET TEETH PCT#4-SUPER TINES FOR MIXER
79748-APCA	08/10/98	NIKI HOLMES	\$11 97	\$5 67 \$6 30	CO AUD-REIMBURSE/18mi@ 315ea(PCT#4 VEHICLE&EQUIP MAINT) CO AUD-REIMBURSE/30mi@ 315ea(PCT#1 VEHICLE&EQUIP INV)
79749-APCA	08/10/98	OFFICE DEPOT, INC	\$280 16	\$280 16	CO JAIL-COFFEEMAKER/FILTERS/MONITOR/CHAIRMAT
79750-APCA	08/10/98	OGLESBY'S TIRE & RENTAL	\$15 00	\$15 00	PCT#3-USED TIRE FOR TRACTOR
79751-APCA	08/10/98	OLYMPIC WASTE - KILDGORE	\$3,831 53	\$1,507 95 \$2,323 58	WASTE/PCT#1&3-ACCT#070-0020542/JUNE '98 SERVICE JAIL CONST-ACCT#070-0093392/BASCI SERVICE 7/31/98 BILLING
79752-APCA	08/10/98	OTIS ELEVATOR COMPANY	\$184 59	\$184 59	TY78748E898/ELEVATOR MAINT 8/1-31/98
79753-APCA	08/10/98	PATRICIA HARRISON	\$810 00	\$90 00 \$180 00 \$180 00 \$180 00 \$180 00	CO CT-COURT REPORTING 07/27/98 CO CT-COURT REPORTING 07/28/98 CO CT-COURT REPORTING 07/29/98 CO CT-COURT REPORTING 07/30/98 CO CT-COURT REPORTING 08/03/98
79754-APCA	08/10/98	PATTERSON PLUMBING	\$24 98	\$24 98	J CTR-DRAIN OPENER
79755-APCA	08/10/98	PATTON LAW FIRM	\$1,750 00	\$350 00 \$350 00 \$350 00 \$350 00 \$350 00	D CT-CAUSE#12,093/ST VS TRAYVON CORLEY D CT-CAUSE#11,910/ST VS MICHAEL MDNK D CT-CAUSE#11,094/ST VS BAIN WALKER D CT-CAUSE#12,008/ST VS KERWIN STEPHENSON D CT-CAUSE#10,560 BRENDA STRICKLAND
79756-APCA	08/10/98	PAUL BANNER	\$56 33	\$56 33	D CT-EXPENSES FOR 07/09/98
79757-APCA	08/10/98	PEGGY S GARMON	\$75 00	\$75 00	CO CT-IN THE MATTER OF B L W
79758-APCA	08/10/98	PETTY'S LAWN SPRINKLERS, INC	\$99 10	\$99 10	CO BLDG-PARTS&LABOR
79759-APCA	08/10/98	PRITCHETT WATER SUPPLY CORP	\$17 15	\$17 15	PCT#1-ACCT#1406/JULY 30/98 BILLING
79760-APCA	08/10/98	PRO-MED SYSTEMS	\$163 85	\$163 85	D CIK-CUST#UPSCDC/CASEBINDERS, FREIGHT
79761-APCA	08/10/98	PROFESSIONAL FOOD SYSTEMS	\$1,145 83	\$365 55 \$780 28	CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/ASSORTED FOODS
79762-APCA	08/10/98	PROFESSIONAL TECHNICAL ASSIS	\$2,300 10	\$312 50 \$75 00	CO JAIL-INSTALL CONSOLE IN NEW DISPATCH CENTER CO JAIL-INSTALL DOOR LOCK

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				\$495 00	CO JAIL-CONTROL PANEL FOR DISPATCH;LABOR
				\$4 90	CO S-PARTS FOR RADIO IN PICKUP
				\$30 00	CO S-REPAIR RADIO IN UNIT #3, LABOR
				\$180 00	CO S-REPAIR DC CONTROL PANEL IN DISPATCH - PARTS
				\$167 00	CO S-CHECK CONSOLE-LABOR
				\$186 00	CO S-REPAIR KING SPEAKER MIC PLUG
				\$610 00	PCT#2-RADIO FOR TRUCK
				\$239 70	CO S-SERVICE CALL TO REPAIR POWER OUTPUT
79763-APCA	08/10/98	QUILL CORPORATION	\$1,189 55	\$129 77	I C -BIC WITE-OUT CORRECTION TAPE; SHARP CALCULATOR EL2630GII; SANFORD INDUSTRIAL SHARPIE
				\$849 81	SUP-ACCT#49034/LABELS; FOLDERS
				\$209 97	I C -SHARP CALCULATOR EL26300-II
79764-APCA	08/10/98	RAMOND JOHNSON	\$138 00	\$138 00	PCT#2-23 LOADS GRAVEL @ \$6 00
79765-APCA	08/10/98	RICHARD A BOSWORTH	\$30 49	\$30 49	D CT-EXPENSES FOR VISITING JUDGE
79766-APCA	08/10/98	RICK JACKSON	\$21 21	\$21 21	PCT#3-REIMBURSE/360 BUSINESS CALLS
79767-APCA	08/10/98	RICK'S TIRE SERVICE	\$25 00	\$25 00	PCT#1-SERVICE CALL, FLAT REPAIR
79768-APCA	08/10/98	ROADWAY OIL CO, INC	\$31,964 28	\$4,307 07	PCT#4-ROAD OIL (2 LOADS)
				\$4,245 65	PCT#4-ROAD OIL - 2 LOADS
				\$4,176 59	PCT#4-ROAD OIL; ROAD OIL
				\$2,087 02	PCT#4-ROAD OIL
				\$2,128 88	PCT#4-ROAD OIL
				\$2,117 97	PCT#4-(141 67)bb1s OIL@\$14 95per bb1
				\$4,369 72	PCT#4-(282 83)bb1s ROAD OIL@\$15 45per bb1
				\$4,326 00	PCT#4-(280)bb1s ROAD OIL@\$15 45per bb1
				\$4,205 38	PCT#4-(276 67)bb1s ROAD OIL@\$15 20per bb1
79769-APCA	08/10/98	RUNNING M TRAILERS	\$1,325 00	\$1,325 00	CCP-(1)4x16' TRAILER W/DROP GATE V#1R9UP162WJ294220
79770-APCA	08/10/98	RUSSELL TACKETT	\$350 00	\$350 00	PCT#1-REPAIR BRAKES ON TRUCK
79771-APCA	08/10/98	SCOTT-MERRIMAN, INC.	\$821 84	\$275 51	JP#2-CUST#UPO1/2 VOLS JCLD-2 JUSTICE CRIM DOCKET; SHIPPING
				\$211 95	CO CLK-CUST#UPO1/RAPID PRINT RIBBONS; SHIPPING
				\$334 38	CO CLK-CUST#UPO1/MACHINE REGISTER RECEIPTS, SHIPPING
79772-APCA	08/10/98	SHEPARD'S	\$754 50	\$754 50	D A-ACCT#1200000339/RENEW CD ROM TX CITATIONS 9/98-9/99
79773-APCA	08/10/98	SHERWIN-WILLIAMS	\$2,379 57	\$2,379 57	JAIL CONST-ACCT#6673-2264-B/JULY 20'98 CMCS
79774-APCA	08/10/98	SHREVEPORT COMMUNICATION SERV	\$2 995 00	\$2 995 00	WASTE-ACCT#00425 BATT OPERATED COLOR VIDE

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					SURV. SYSTEM
79775-APCA	08/10/98	SKINNER RADIATOR SHOP	\$360 53	\$360 53	PCT#3-NEW CORE IN RADIATOR
79776-APCA	08/10/98	SDBOL	\$5 40	\$5 40	CD BLDG-PARTS FOR SKILLSAW
79777-APCA	08/10/98	STANDARD SUPPLY & DIST CO	\$184 32	\$126 36 \$57 96	CD BLDGS-CUST#241070/FILTERS CD BLDGS-CUST#241070/FILTERS
79778-APCA	08/10/98	STANLEY INDUSTRIAL TIRES	\$1,269. 50	\$1,269. 50	PCT#3-CUST#7345822/TIRES
79779-APCA	08/10/98	STEWART INSURANCE AGENCY	\$50 00	\$50 00	CONST#4-#13730232/BOBBY SANDERS, RESERVE DEPUTY CONST
79780-APCA	08/10/98	STINNETT GLASS & MIRROR CO	\$148 80	\$148 80	CD JAIL-(32)48"x96"x1/4 PLEXI
79781-APCA	08/10/98	SUPERIOR GRAPHICS	\$302 01	\$302 01	D CLK-DIVORCE MINUTE BINDERS W/FILLERS & INDEX(VOL 60 & 61); DELIVERY CHG
79782-APCA	08/10/98	SYSCO FOOD SYSTEMS, INC	\$1,026 58	\$604 60 \$421 98	CD JAIL-CUST#288639/ASSORTED FOODS CD JAIL-CUST#288637/ASSORTED FOODS
79783-APCA	08/10/98	T & S TRACTOR INC	\$1,432 61	\$748 06 \$650 31 \$34 24	PCT#4-ACCT#23083/SHCS, MOTOR HYDR. FREIGHT PCT#4-ACCT#23083/PARTS, LABOR PCT#4-ACCT#23083/LINK ASSYS
79784-APCA	08/10/98	TAC PROPERTY&CASUALTY	\$303 00	\$303 00	NON DEPT-#2300/ADD '96&'98 CHEV PU#2680, 3801&0387 '94 FORD F-150#9401, '86 ICH TRUCK#7035, '81 MUVALL TRAILER#4800, DELETE '91 MERCURY CAR#7512
79785-APCA	08/10/98	TEFTELLER & PELAIJA	\$700 00	\$350 00 \$350 00	D CT-CAUSE#10, 573/ST VS RODNEY D DUFFEY D CT-CAUSE#11, 197/ST VS RAYMOND SHEPHERD
79787-APCA	08/10/98	TEXAS NATURAL RESOURCE	\$2 50	\$2 50	NON DEPT-LATE FEE FOR UST0479622
79788-APCA	08/10/98	TEXAS NOTARY PUBLIC ASSOC	\$71 00	\$71 00	CO S-NOTARY FILING FEE&BOND/PAM EDGE
79789-APCA	08/10/98	THE LIBRARY CORPORATION	\$1,690 00	\$1,690 00	CO LIB-BIBLIO FILES
79790-APCA	08/10/98	THE SOFTWARE GROUP, INC	\$520 00	\$520 00	CO AUD-(8)hrs TRAINING BA&FA(NIKI HOLMES)
79791-APCA	08/10/98	THIS WAY SIGN	\$848 80	\$45 00 \$143 80 \$660 00	PCT#2-LAFAYETTE CEMETERY RD /2 SIGNS CO JAIL-4 SIGNS PCT#3-SIGNE
79792-APCA	08/10/98	TOTAL QUALITY MACHINING	\$514 00	\$479 00 \$35 00	PCT#2-BUILD NEW SPLINE PCT#3-SHARPEN 2 CHIPPER BLADES
79793-APCA	08/10/98	TURNER BROS MORTUARY	\$250 00	\$250 00	JP#2-DOLLIE MAE LATTIMPE/TRANS'DRY TD&FROM DALLAS

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79794-APCA	08/10/98	TYLER DIGESTIVE	\$98 36	\$98 36	IND-ALVIS LODEN/MEDICAL 7/22/98
79795-APCA	08/10/98	UNIVERSAL TIME EQUIPMENT COM	\$792 00	\$792 00	J CTR-SMOKE DETECTORS FOR OLD PART OF JAIL
79796-APCA	08/10/98	UPSHUR COUNTY	\$28 86	\$28 86	JUV PROB-REIMBURSE/OFFICE SUPPLIES FROM IC
79797-APCA	08/10/98	UPSHUR COUNTY ADULT PRDBATIO	\$73 50	\$73 50	JUV PROB-CONTRACT SERVICES/U A TESTS 6/22-7/22/98
79798-APCA	08/10/98	UPSHUR-RURAL ELECTRIC COOP	\$274 86	\$129 83 \$137 07 \$7 96	PCT#3-ACCT#902475306/JULY 31/98 BILLING PCT#1-ACCT#31885226/AUGUST 4'98 BILLING WASTE-ACCT#10793251/AUGUST 1'98 BILLING
79799-APCA	08/10/98	USRENTALS	\$2,700 97	\$2,700 97	JAIL CONST-ACCT#11271619/JUNE 30'98 BILLING
79800-APCA	08/10/98	VALU-LINE	\$712 98	\$712 98	TELE COMM-ACCT#9087390/AUGUST 1'98 BILLING
79801-APCA	08/10/98	VULCAN, INC	\$99 49	\$99 49	PCT#2-CUST#1210038/DECAL, FREIGHT
79802-APCA	08/10/98	W W GRAINGER, INC	\$499 68	\$5 28 \$494 40	J CTR-2 SAFETY SLEEVES JAIL CONST-ACCT#82-709-917-7/(2)BLUE CARTS
79803-APCA	08/10/98	W W DIESEL SERVICE	\$9,959 98	\$9,918 63 \$41 35	PCT#4-PARTS, LABOR PCT#4-LINE, FITTINGS
79804-APCA	08/10/98	WALMART STORE #146	\$425 72	\$39 57 \$20 92 \$49 97 \$38 57 \$21 14 \$9 74 \$38 36 \$3 44 \$29 10 \$29 05 \$4 12 \$39 44 \$11 92 \$14 78 \$52 96 \$4 96 \$17 68	PCT#1-ACCT#188/GLOVES, TRASH BAGS, JUO PCT#1-ACCT#188/POST, COMBO KIT PCT#1-ACCT#188/ASST UMBRELL PCT#1-ACCT#188/DRINKS PCT#1-DRINKS PCT#1-ACCT#188/JUO PCT#1-ACCT#188/GATORADE, COOLER, ICE SUP-ACCT#145/PHONE ACC CO S-ACCT#188/SCISSORS, BATTERY, CLOCK CO JAIL-ACCT#188/WASTEBASKET, BROOM, DUSTPAN, SP RAY, MOP CO JAIL-ACCT#188/MAGNIFYING GLASS DA-ACCT#188/TAPE, BATTERY, SHEET PROT. CO JAIL-ACCT#188/VAC BAGS CO S-ACCT#188/PHOTO PROCESSING CO S-FILM, CAMC BTRY. SUP-ACCT#145/PHONE ACC CO S-ACCT#188/PHOTO PROCESSING
79805-APCA	08/10/98	WEBB BIARD	\$49 80	\$49 80	D CT-EXPENSES FOR VISITING JUDGE
79806-APCA	08/10/98	WERTS DIESEL SERVICE	\$15 00	\$15 00	PCT#2-REMOVED NOSE CONE NUT
79807-APCA	08/10/98	WEST SIDE FURNITURE	\$5 34	\$5 34	CCP (6)OIL
79808-APCA	08/10/98	WESTERN AUTO ASSOCIATE STORE	\$15 44	\$15 44	PCT#1-ROLLER CHAIN & MASTER LINKS

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79809-APCA	08/10/98	WHITE SWAN, NORTH	\$1,726 55	\$716 98 \$950 97 \$458 60	CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/ASSORTED FOODS
79810-APCA	08/10/98	WILLIAM MCCAY	\$28 21	\$28 21	SUP-REIMBURSE/MEALS 7/98
79811-APCA	08/10/98	WILLIAMS ELECTRONICS	\$150 00	\$150 00	CD S-INSTALL RADIOS
79812-APCA	08/10/98	WINN'S AUTO & TRUCK REPAIR	\$969 04	\$160 65 \$337 60 \$470 79	CD S-UNIT#02/R & R BRAKE PADS CD S-PRISON VAN/PARTS, LABOR CD S-UNIT#5/PARTS, LABOR
79813-APCA	08/10/98	YAZELL CHEVROLET-OLDS, INC	\$29,326 22	\$14,329 57 \$14,996 65	PCT#4-(1)'96 BURGANDY CHEV C1500 TRUCK V#20CEC19A5T1182680 PCT#4-(1)'96 GREEN CHEV K1500 TRUCK V#10CEK19TE130387
79814-APCA	08/10/98	YORK PUMP & EQUIPMENT, INC	\$36 35	\$36 35	PCT#1-COUPPLERS(2); GASKET
79815-APCA	HC 08/10/98	FIRST NATIONAL BANK OF GILME	\$437,944 99	\$437,944 99	CD#29310 PURCHASED@5 66%(14days) TO MATURE 8/24/98
79816-APCA	HC 08/10/98	FIRST NATIONAL BANK GILMER	\$650,000 00	\$350,000 00 \$300,000 00	CD#29311 PURCHASED@5 66%(29days) TO MATURE 9/8/98 CD#29312 PURCHASED@5 66%(39days) TO MATURE 9/18/98
79817-APCA	HC 08/13/98	FIRST NATIONAL BANK GILMER	\$147,681 25	\$147,681 25	DEBT SERVICE-INTEREST '97 REFUND&C D'S '97 8/15/98
79907-APCA	HC 08/19/98	TEXAS DIST & CO ATTY ASSOC	\$450 00	\$225 00 \$225 00	D A-REGISTRATION/TIM CONE, DA(CRIM&CIVIL LAW UPDATE) D A-REGISTRATION/ANGELA NORTON(CRIM&CIVIL LAW UPDATE)
79908-APCA	HC 08/20/98	GARY R TRAYLOR & ASSOCIATES	\$1,000 00	\$1,000 00	DIANA WATER PROJECT#717801/JULY 1-31 '98
79909-APCA	HC 08/20/98	SOUTHWESTERN ELECTRIC POWER	\$2,170 62	\$108 20 \$27 13 \$2,035 29	CD CTH-ACCT#16733/ST LIGHTS AUG 6 '98 BILLING CD JUV-ACCT#62646989/AUG 6 '98 BILLING CD CTH-ACCT#36747/AUG 6 '98 BILLING
Total for APCA - Accounts Payable Clearing Account			\$1,454,378 29		

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3131-FNB AR	CLE HC 08/13/98	HENRY GOR, MD	\$41 81	\$41 81	V ALFORD-MEDICAL
3132-FNB AR	CLE HC 08/13/98	HENRY GOR, MD	\$0 34	\$0 34	V ALFORD-MEDICAL
3133-FNB AR	CLE HC 08/13/98	STEVEN HOUGH MD	\$500 00	\$500 00	V ALFORD-MEDICAL
3134-FNB AR	CLE HC 08/13/98	JOHN M ALFORD	\$45 00	\$45 00	J ALFORD-MEDICAL
3135-FNB AR	CLE HC 08/13/98	STEPEHN LEE WOMACK	\$35 00	\$35 00	J ALFORD-MEDICAL
3136-FNB AR	CLE HC 08/13/98	EUGENE R FOSTER, MD	\$135 80	\$135 80	E BEAN-MEDICAL
3137-FNB AR	CLE HC 08/13/98	EUGENE R FOSTER, MD	\$144 40	\$144 40	E BEAN-MEDICAL
3138-FNB AR	CLE HC 08/13/98	LYNN BRAZELL, MD	\$172 14	\$172 14	D BERRY-MEDICAL
3139-FNB AR	CLE HC 08/13/98	EUGENE R FOSTER, MD	\$109 40	\$109 40	H BERRY-MEDICAL
3140-FNB AR	CLE HC 08/13/98	WESLEY A BISHOP, DDS	\$54 00	\$54 00	M BERRY-MEDICAL
3141-FNB AR	CLE HC 08/13/98	WILLIAM R REAGAN	\$94 00	\$94 00	J BURROUS-MEDICAL
3142-FNB AR	CLE HC 08/13/98	MOTHER FRANCES HOSPITAL	\$111 00	\$111 00	G CAMPBELL-MEDICAL
3143-FNB AR	CLE HC 08/13/98	ROGER W PORTER MD	\$162 62	\$162 62	M CAMPBELL
3144-FNB AR	CLE HC 08/13/98	JOHN G SHORT, MD	\$376 46	\$376 46	M CAMPBELL-MEDICAL
3145-FNB AR	CLE HC 08/13/98	EAST TEXAS MEDICAL CENTER	\$1,523 52	\$1,523 52	M CAMPBELL-MEDICAL
3146-FNB AR	CLE HC 08/13/98	CLARK SPENCER, DDS	\$80 00	\$80 00	B CHILDRESS-OTHO
3147-FNB AR	CLE HC 08/13/98	W R CHRISTENSEN MD	\$22 00	\$22 00	J COOK-MEDICAL

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3148-FNB AR	CLE	08/13/98	SHREEMAN JAMPANA, MD	\$157 14	\$157 14	W COSTON-MEDIAL
3149-FNB AR	CLE	08/13/98	CLARK SPENCER, DDS	\$61 00	\$61 00	T CROMLEY-OTHO
3150-FNB AR	CLE	08/13/98	EAST TEXAS MEDICAL CENTER	\$221 87	\$221 87	R CROSS-MEDICAL
3151-FNB AR	CLE	08/13/98	WILLIAM C MCLENDON, JR, DDS	\$191 20	\$191 20	L DAVIS-DENTAL
3152-FNB AR	CLE	08/13/98	GLAZE CHIROPRACTIC CLINIC	\$15 00	\$15 00	L DAVIS-MEDICAL
3153-FNB AR	CLE	08/13/98	KEVIN MCQUAID, MD	\$61 14	\$61 14	J DEQUIR-MEDICAL
3154-FNB AR	CLE	08/13/98	KEVIN MCQUAID, MD	\$60 76	\$60 76	J DEQUIR-MEDICAL
3155-FNB AR	CLE	08/13/98	KEVIN MCQUAID, MD	\$56 21	\$56 21	J DEQUIR-MEDICAL
3156-FNB AR	CLE	08/13/98	KEVIN MCQUAID, MD	\$45 20	\$45 20	J DEQUIR-MEDICAL
3157-FNB AR	CLE	08/13/98	ALBERTO SOMMERHALDER, MD	\$146 96	\$146 96	B DRIGGERS-MEDICAL
3158-FNB AR	CLE	08/13/98	THOMAS W LYLES MD	\$113 00	\$113 00	B DRIGGERS-MEDICAL
3159-FNB AR	CLE	08/13/98	PHILIP J THOMAS, DDS	\$70 00	\$70 00	C DRIGGERS-DENTAL
3160-FNB AR	CLE	08/13/98	JOHN MCKENZIE, MD	\$30 00	\$30 00	T EDGE-MEDICAL
3161-FNB AR	CLE	08/13/98	JOHN MCKENZIE, MD	\$36 00	\$36 00	M EDGE-MEDICAL
3162-FNB AR	CLE	08/13/98	J M TAYLOR, DDS	\$96 00	\$96 00	S EDWARDS-DENTAL
3163-FNB AR	CLE	08/13/98	WESLEY A BISHOP, DDS	\$77 00	\$77 00	D FLIPPO-DENTAL
3164-FNB AR	CLE	08/13/98	EAST TEXAS MEDICAL CENTER	\$270 72	\$270 72	B GRISWOLD-MEDICAL

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3165-FNB AR	CLE HC 08/13/98	FRANKIE HAMBFRLIN	\$116 00	\$116 00	F HAMBERLIN-MEDICAL
3166-FNB AR	CLE HC 08/13/98	SELDON B GRAHAM, MD	\$546 00	\$546 00	M HENSON-MEDICAL
3167-FNB AR	CLE HC 08/13/98	MOTAZ ALBAHRA MD	\$36 22	\$36 22	M HENSON-MEDICAL
3168-FNB AR	CLE HC 08/13/98	MOTAZ ALBAHRA MD	\$54 67	\$54 67	M HENSON-MEDICAL
3169-FNB AR	CLE HC 08/13/98	MOTAZ ALBAHRA MD	\$506 93	\$506 93	M HENSON-MEDICAL
3170-FNB AR	CLE HC 08/13/98	MOTAZ ALBAHRA MD	\$64 54	\$64 54	M HENSON-MEDICAL
3171-FNB AR	CLE HC 08/13/98	ALEX J SMITH MD	\$30 00	\$30 00	M HENSON-MEDICAL
3172-FNB AR	CLE HC 08/13/98	ROBERT WHEELER, MD	\$38 41	\$38 41	L HOWELL-MEDICAL
3173-FNB AR	CLE HC 08/13/98	CLARK SPENCER, DDS	\$70 00	\$70 00	H JAMISON-OTHO
3174-FNB AR	CLE HC 08/13/98	EUGENE R FOSTER, MD	\$149 80	\$149 80	T JENKINS-MEDICAL
3175-FNB AR	CLE HC 08/13/98	BERT E SHARP, DPM	\$37 70	\$37 70	T JENKINS-MEDICAL
3176-FNB AR	CLE HC 08/13/98	EUGENE R FOSTER, MD	\$22 00	\$22 00	T JENKINS-MEDICAL
3177-FNB AR	CLE HC 08/13/98	DAVID J SLOAN MD	\$215 70	\$215 70	N JOHNSON-MEDICAL
3178-FNB AR	CLE HC 08/13/98	DAVID J SLOAN MD	\$37 80	\$37 80	N JOHNSON-MEDICAL
3179-FNB AR	CLE HC 08/13/98	DAVID J SLOAN MD	\$74 70	\$74 70	N JOHNSON-MEDICAL
3180-FNB AR	CLF HC 08/13/98	WILLIAM H CHAMBERS, MD	\$20 00	\$20 00	C JONES-MEDICAL
3181-FNB AR	CLE HC 08/13/98	DRS DUREN AND SHERMAN	\$182 00	\$182 00	M KELLER-DENTAL

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3182-FNB AR	CLE HC 08/13/98	FRANK P REUTER, JR, MD	\$131 00	\$131 00	D LOFTIS-MEDICAL
3183-FNB AR	CLE HC 08/13/98	FRANK P REUTER, JR, MD	\$16 20	\$16 20	D LOFTIS-MEDICAL
3184-FNB AR	CLE HC 08/13/98	RUCKER S MURRY, MD	\$20 00	\$20 00	M LOYD-MEDICAL
3185-FNB AR	CLE HC 08/13/98	GARY GOODFRIED MD	\$95 05	\$95 05	M LOYD-MEDICAL
3186-FNB AR	CLE HC 08/13/98	GARY GOODFRIED MD	\$20 00	\$20 00	M LOYD-MEDICAL
3187-FNB AR	CLE HC 08/13/98	EAST TEXAS MEDICAL CENTER	\$281 16	\$281 16	M LOYD-MEDICAL
3188-FNB AR	CLE HC 08/13/98	J MICHAEL WELCH, MD	\$208 50	\$208 50	M LOYD-MEDICAL
3189-FNB AR	CLE HC 08/13/98	EUGENE R FOSTER, MD	\$22 00	\$22 00	J MCBRIDE-MEDICAL
3190-FNB AR	CLE HC 08/13/98	EAST TEXAS MEDICAL CENTER	\$267 88	\$267 88	L MITCHELL-MEDICAL
3191-FNB AR	CLE HC 08/13/98	GEORGE V CATHEY	\$20 00	\$20 00	B MONTS-MEDICAL
3192-FNB AR	CLE HC 08/13/98	WILLIAM SIMPSON, MD	\$33 00	\$33 00	H MOORE-MEDICAL
3193-FNB AR	CLE HC 08/13/98	KAY L NEWBILL	\$49 00	\$49 00	K NEWBILL-MEDICAL
3194-FNB AR	CLE HC 08/13/98	GOOD SHEPHERD MED CTR	\$125 70	\$125 70	A NEWBILL-MEDICAL
3195-FNB AR	CLE HC 08/13/98	JERALD WALTON, DDS	\$225 00	\$225 00	C PATE-DENTAL
3196-FNB AR	CLE HC 08/13/98	JERALD WALTON, DDS	\$60 00	\$60 00	C PERRY-DENTAL
3197-FNB AR	CLE HC 08/13/98	WILLIAM C MCLENDON, JR, DDS	\$69 00	\$69 00	K PHILLIPS-DENTAL
3198-FNB AR	CLE HC 08/13/98	JANE E CURRY MD	\$2 72	\$2 72	W PREUNINGER-MEDICAL

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3199-FNB AR	CLE HC 08/13/98	STEPEHN LEE WOMACK	\$40 00	\$40 00	K PREUNINGER-MEDICAL
3200-FNB AR	CLE HC 08/13/98	ETMC MEDICAL EQUIPMENT	\$700 70	\$700 70	C PREUNINGER-MEDICAL
3201-FNB AR	CLE HC 08/13/98	STEPEHN LEE WOMACK	\$97 00	\$97 00	C PREUNINGER-MEDICAL
3202-FNB AR	CLE HC 08/13/98	WILLIAM H ROTZLER, MD	\$497 57	\$497 57	C PREUNINGER-MEDICAL
3203-FNB AR	CLE HC 08/13/98	LARRY L SMITH, MD	\$24 00	\$24 00	B RAY-MEDICAL
3204-FNB AR	CLE HC 08/13/98	JERALD WALTON, DDS	\$225 00	\$225 00	D ROSS-DENTAL
3205-FNB AR	CLE HC 08/13/98	ROBERT SANSOM	\$79 79	\$79 79	E SHEPPHERD-MEDICAL
3206-FNB AR	CLE HC 08/13/98	ALBERTO SOMMERHALDER, MD	\$18 37	\$18 37	W SHEPPHERD-MEDICAL
3207-FNB AR	CLE HC 08/13/98	JERALD WALTON, DDS	\$60 00	\$60 00	C STEELMAN-DENTAL
3208-FNB AR	CLE HC 08/13/98	JERALD WALTON, DDS	\$60 00	\$60 00	C STEELMAN-DENTAL
3209-FNB AR	CLE HC 08/13/98	EUGENE R FOSTER, MD	\$159 60	\$159 60	J STOKER-MEDICAL
3210-FNB AR	CLE HC 08/13/98	EUGENE R FOSTER, MD	\$56 20	\$56 20	J STOKER-MEDICAL
3211-FNB AR	CLE HC 08/13/98	EUGENE R FOSTER, MD	\$31 00	\$31 00	J STOKER-MEDICAL
3212-FNB AR	CLE HC 08/13/98	JERRY KEATON, MD	\$42 98	\$42 98	K THOMPSON-MEDICAL
3213-FNB AR	CLE HC 08/13/98	ALAN C GLWOCZWSKI	\$115 73	\$115 73	K THOMPSON-MEDICAL
3214-FNB AR	CLE HC 08/13/98	NAPOLEAN B RIDDLE, MD	\$140 79	\$140 79	K THOMPSON-MEDICAL
3215-FNB AR	CLE HC 08/13/98	NAPOLEAN B RIDDLE, MD	\$100 28	\$100 28	K THOMPSON-MEDICAL

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

21 Aug 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 08/10/98 thru 08/21/98

PAGE 19

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
3216-FNB AR	CLE HC 08/13/98	EAST TEXAS ORAL AND MAXILLOF	\$40 00	\$40 00	W THOMPSON-DENTAL
3217-FNB AR	CLE HC 08/13/98	EAST TEXAS MEDICAL CENTER	\$71 86	\$71 86	A THOMPSON-MEDICAL
3218-FNB AR	CLE HC 08/13/98	M DENNIS ATKINSON DDS	\$112 00	\$112 00	L VINES-DENTAL
3219-FNB AR	CLE HC 08/13/98	LARRY D KNOTSON DDS	\$560 00	\$560 00	A WADE-DENTAL
3220-FNB AR	CLE HC 08/13/98	LARRY D KNOTSON DDS	\$227 20	\$227 20	A WADE-DENTAL
3221-FNB AR	CLE HC 08/13/98	GUILLERMO A HERRERA MD	\$288 00	\$288 00	T WATKINS-MEDICAL
3222-FNB AR	CLE HC 08/13/98	MARIA C BELL MD	\$337 50	\$337 50	T WATKINS-MEDICAL
3223-FNB AR	CLE HC 08/13/98	JOSEPH S WASSEF, MD, PC	\$70 00	\$70 00	J WILLIAMS-MMEDICAL
Total for FNB CLEAR - INSURANCE CLEARING ACCT			\$13,320 94		

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VOL 51 PG 787

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

21 Aug 1998

THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 08/10/98 thru 08/21/98

PAGE 20

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
900-FNB INS	HC 08/11/98	HEALTHCARE PARTNERS	\$16,626 25	\$16,626 25	GROUP UPS01 MONTHLY COSTS 8/98
Total for FNB INS - INSURANCE			\$16,626 25		
Grand Total			\$1,484,325 48		

276 records listed.

Charles L. Still
COUNTY JUDGE, CHARLES L. STILL

Gaddis Lindsey
COMMISSIONER PCT #1, GADDIS LINDSEY

COMMISSIONER PCT#3, RICK JACKSON

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

COMMISSIONER PCT#4, KENNY THOMPSON

NEW YORK COUNTY CLERK
88 AUG 24 11:51 AM '98
COUNTY CLERK

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-16-98 Dept. Sheriff - Jail
 Employee Jackson, Brooks
 Social Security No 415-27-4463 Emp. ID# _____

VOL 51 PG 788

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 _____

Approved by B.D. Cron

Date 8-14-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-17-98 Dept 650/Co. Library
 Employee Stacy Jackson
 Social Security No. _____ Emp. ID# 725

X	CHANGES(S)	FROM	TO
	Grade Step	1.7	
	Rate	\$ 5.15/HR	
	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 Part-time employee 17 hrs per week.

Authorized by _____
 Approved by Joyce Morrison Date 8-11-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 08-01-98 Dept. 565

Employee Edge Pamela

Social Security No. 456-25-5549 Emp. ID# 791

X	CHANGES(S)	FROM	TO
	Grade Step	14-17	8-16
	Rate	1750. ⁰⁰	1425. ⁰⁰
	Department	565	565
	Position	JAILER	Records/Clerk

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 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 checked="" type="checkbox"/>	Other

Comments

Changed positions from Jailer to Records Clerk

Authorized by

R. Comby

Approved by

Date:

8-18-98

VOL 51 PG 79D

09 AUG 24 11:56 AM
 09 AUG 24 11:56 AM
 09 AUG 24 11:56 AM
 09 AUG 24 11:56 AM

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-16-98 Dept 565

Employee MARTIN, JOSHUA

Social Security No 466-67-8376 Emp ID# 839

X	CHANGES(S)	FROM	TO
	Grade Step	14-17	14-19 ^{PER}
	Rate	1750. ⁰⁰	1800. ⁰⁰
	Department	565	565
	Position	AILER	AIL SGT.

REASON(S) FOR THE CHANGE(S)

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

Comments

Promoted from Ailer to Sgt.

Authorized by:

Riandry

Approved by:

Date:

8-18-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-16-98 Dept. Sheriff/JAIL
 Employee Wade, Alan Marshall
 Social Security No 458-33-6008 Emp ID# 853

X	CHANGES(S)	FROM	TO
	Grade Step	14-17	15-17 ^{piece} 13-17
	Rate	1750. ⁰⁰	1800. ⁰⁰
	Department	565	565
	Position	Jailen	Jailer / Sgt.

REASON(S) FOR THE CHANGE(S)

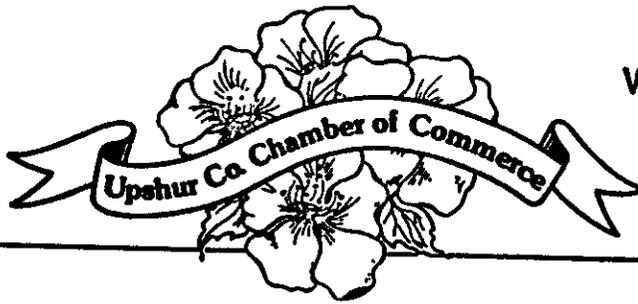
<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Merit Increase
<input checked="" type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>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

Comments Promoted to Sergeant

Authorized by R. Camley

Approved by

Date 8-18-98



August 13, 1998

No Acti

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

Dear Judge Still:

I am asking you to help again this year with an ad for the East Texas Vacation Guide for 1999.

The cost of the ad this year will be \$2192.00. Of that cost, I am asking for half (\$1096.00) from the county and the other half (\$1096.00) from the city.

I truly appreciate your help with this request, as well as all you have helped up with in past years promoting Gilmer and Upshur County.

Sincerely,

Joan Small

Joan Small, Executive Director

JS/cd

FILED
REX A. SHAD
COUNTY CLERK
98 AUG 24 PM 11:49
UPSHUR COUNTY, TX
BY _____
DEPUTY

VOL. 51 PG. 79A

PROCLAMATION

WHEREAS, education is vital for young Texans to reach their full Potential.

WHEREAS, family problems, health or other adverse situations interfere with a child's interest in education and places their educational growth "at risk", causing them to stop attending school, turn to crime or drugs and eventually drop out of school.

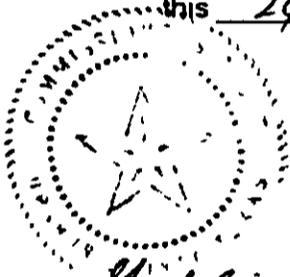
WHEREAS, Communities in Schools of East Texas, a nonprofit organization committed to helping at risk students graduate from high school. CIS of East Texas established in 1994, works with "at risk" students in Gilmer and Ore City, Texas. CIS brings community resources together to help young people learn, stay in school and successfully prepare for life

WHEREAS, CIS programs are individually designed to meet the needs and the resources of local school districts. Parents, school administrators, teachers, social service providers, as well as local religious, business and government leaders work with CIS staff to "help kids help themselves." Their efforts are supplemented by community volunteers who act as tutors, mentors and role models for young people

WHEREAS, all Texans are urged to support and recognize the contributions of Communities in Schools and its dedication to helping young Texans build a solid foundation to lead productive, healthy lives.

NOW, THEREFORE, We, The Upshur County Commissioners Court of Upshur County, Texas, do hereby proclaim August 1998 as COMMUNITY IN SCHOOLS MONTH in Upshur County and offer congratulations to Communities in Schools of East Texas as they continue to serve our "at risk" youth

IN WITNESS WHEREOF, We have hereunto set our hands and caused the corporation seal of the County of Upshur, Texas, to be affixed this 24 day of August 1998.



Charles L. Still
Charles L. Still, County Judge
Upshur County, Texas

Gaddis "Gad" Lindsey
Gaddis "Gad" Lindsey, Pct 1

Tommy Stanley
Tommy Stanley, Pct 2

Riek Jackson
Riek Jackson, Pct 3

Charles K. Thompson
Charles K. Thompson, Pct 4

FILED
REX A. SHAW
COUNTY CLERK
98 AUG 24 AM 11:49
UPSHUR COUNTY, TX

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

□

PRECINCT #3

DATE 8-17-98

Formal notice is hereby given that DENNY WORTHAM whose principal address is 2105 GILMER RD., LONGVIEW, TX 75601 hereby propose to place a CULVERT within the ROW of County Road HOLLY LANE. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

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

903-297-9379

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:

FILED
CLERK OF COUNTY CLERK
98 AUG 24 11:50

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 _____, 19____

COUNTY JUDGE

COMMISSIONER PCT. 3

COMMISSIONER PCT. 1

COMMISSIONER PCT. 4

COMMISSIONER PCT. 2

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY VON DELL HOLLOWAY

HWY. 154

ROAD.

GENTLEMEN:

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

RESPECTFULLY YOURS,

Carl D. Coston

903-758-8174 OR 753-7433

PRECINCT _____

DATE _____

APPROVED _____

REJECTED _____

ch
CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

BY _____
DEPUTY

FILED
LEA, TEXAS
COUNTY CLERK
98 AUG 24 AM 11:50
GILMER, TEXAS

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

1.

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

SPIDER LILLY AND SEAGO LILLY

2.

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

3.

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

4.

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

5.

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

6.

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

X Mark Wilbanks
First Party Signature

RT. 1 BOX 308
Street or Box

QUEEN CITY, TX. 75572
City, State and Zip Code

903-728-5233
Telephone

DRAKE
Timber Tract

8-18-98
Date Signed

Ch
County Judge

Huddis Lindsey
Commissioner

Tommy Shale
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
98 AUG 24 AM 11:50

Permit issued for a period not to exceed 90 days.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #4

DATE 8-19-98

Formal notice is hereby given that E/TEX TELEPHONE CORP. whose principal address is P.O. BOX 130, GILMER, TX 75644 hereby propose to place a TELEPHONE CABLE within the ROW of County Road ARROWWOOD RD.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

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

797-2704

APPROVAL OF PERMIT APPLICATION

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

RECEIVED
COUNTY CLERK
AUG 24 9 31 AM '98
FILE

except as noted below:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED ON THIS _____ DAY OF _____, 19____

COUNTY JUDGE

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

VOL 51 PG 802

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #2 _____

DATE 8-10-98

Formal notice is hereby given that NANCY HALL whose principal address is RT. 2 BOX 2775, GILMER, TX. 75645 hereby propose to place a CULVERT within the ROW of County Road ANTELOPE. The location and description of the proposed lines or appurtenences is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

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

762-2250

APPROVAL OF PERMIT APPLICATION

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

FILED
HEXAGONAL
COUNTY CLERK
\$8 AUG 29 11:50
GILMER, TX.

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 appurtenence, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

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

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

- 3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.
- 4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.
- 5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will be borne by owner of this line.
- 6. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.
- 7. All excavations within the right of way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.
- 8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipe.)
- 9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.
- 10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material. (b) The surfacing will be replaced with equivalent quality surfacing.
- 11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.
- 12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structures, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.
- 13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of the inspection.

APPROVED ON THIS _____ DAY OF _____, 19____

Ch

 COUNTY JUDGE

W. D. S. L. S. L. S. L.

 COMMISSIONER PCT. 1

Tommy Stanley

 COMMISSIONER PCT. 2

[Signature]

 COMMISSIONER PCT. 3

[Signature]

 COMMISSIONER PCT. 4

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

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

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

HAWK RD.

2. First Party agrees to use its vehicles in such a manner as no to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

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

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

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

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

[Signature]
First Party Signature

P.O. BOX 520
Street or Box

NAPLES, TX. 75568
City, State and Zip Code

903-897-5095
Telephone

BROWN
Timber Tract

8-11-98
Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
58 AUG 24 AM 11:50
UPSHUR COUNTY

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

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

CHINABERRY

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

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

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

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

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

[Signature]
First Party Signature

[Signature]
County Judge

P.O. BOX 610
GILMER, TX. 75644
903-843-3811

[Signature]
COMMISSIONER 1

[Signature]
COMMISSIONER 2

[Signature]
Commissioner 4

LEACH
Timber Tract

8-14-98
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
CLERK
COUNTY CLERK

50 AUG 24 AM 11:50
CLERK'S OFFICE

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

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

FLYING SQUIRREL	MI	98 AUG 21 AM 11:50

FILED
AUG 21 11 50 AM '98
COUNTY CLERK
UPS HUR COUNTY TEXAS

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

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

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

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

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

[Signature]
First Party Signature

P.O. BOX 610
Street or Box
GILMER, TX. 75644
City, State and Zip Code
903-843-3811

FIELDEN
Timber Tract

8-12-98
Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 3

DATE 8-10-98

Formal notice is hereby given that JAMES "BO" THOMPSON whose principal address is RT. 3 BOX 406, GILMER, TX. 75644 does hereby propose to place a CULVERT within the ROW of County Road ASPEN RD.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the day of _____, 19____.

I, _____, hereby attest that I have read the conditions set forth in this application and understand its contents. NAME James M. [Signature] TITLE _____

FILED
REX A. SHAW
COUNTY CLERK
98 AUG 24 AM 11:50
UPSUR COUNTY, TX
DEPUTY

734-5719

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 10 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 water 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 back-filled by tamping in 6 inch horizontal layers. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.
8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipe.)
9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.
10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material. (b) The surfacing will be replaced with equivalent quality surfacing.
11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.
12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structures, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.
13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of the inspection.

APPROVED ON THIS _____ DAY OF _____, 19____

COUNTY JUDGE

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

VOL 51 PG 810



GTE Telephone Operations
Central Area

4200 Stone Road
Kilgore, Texas 75662

August 12, 1998

The Honorable Commissioners Court
County of Upshur
Gilmer, Texas 75644

ROW 2 - Upshur County - Big Sandy - 9P001DB-050 CN:ts

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

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

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

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

If additional information is required, please notify

Charles Nilsen
4200 Stone Road
Kilgore, TX 75662
903-983-4912

FILED
KEX A. SHAW
COUNTY CLERK
98 AUG 24 AM 11:50
UPSHUR COUNTY, TX.
BY _____
DEPUTY

GTE **GTE Southwest
Incorporated**

**NOTICE OF COMMUNICATION
LINE INSTALLATION**

DATE 8-12-98

TO THE COMMISSIONER'S COURT OF Upshur COUNTY

ATTENTION COUNTY JUDGE:

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

Starting at a point 1950' North of the intersection of Red Maple Road and Boyd Road on the East side of Red Maple Road for a distance of 1300'. GTE proposes to place a buried service drop along the East R.O.W.. The drop will be placed 30" deep with in 5' of R.O.W..

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

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

Construction of this line will begin on or after August 19 1998.

GTE SOUTHWEST INCORPORATED

By Charles Nilsen - OPT Technician

4200 Stone Road

Address Kilgore, TX 75662

903-983-4912

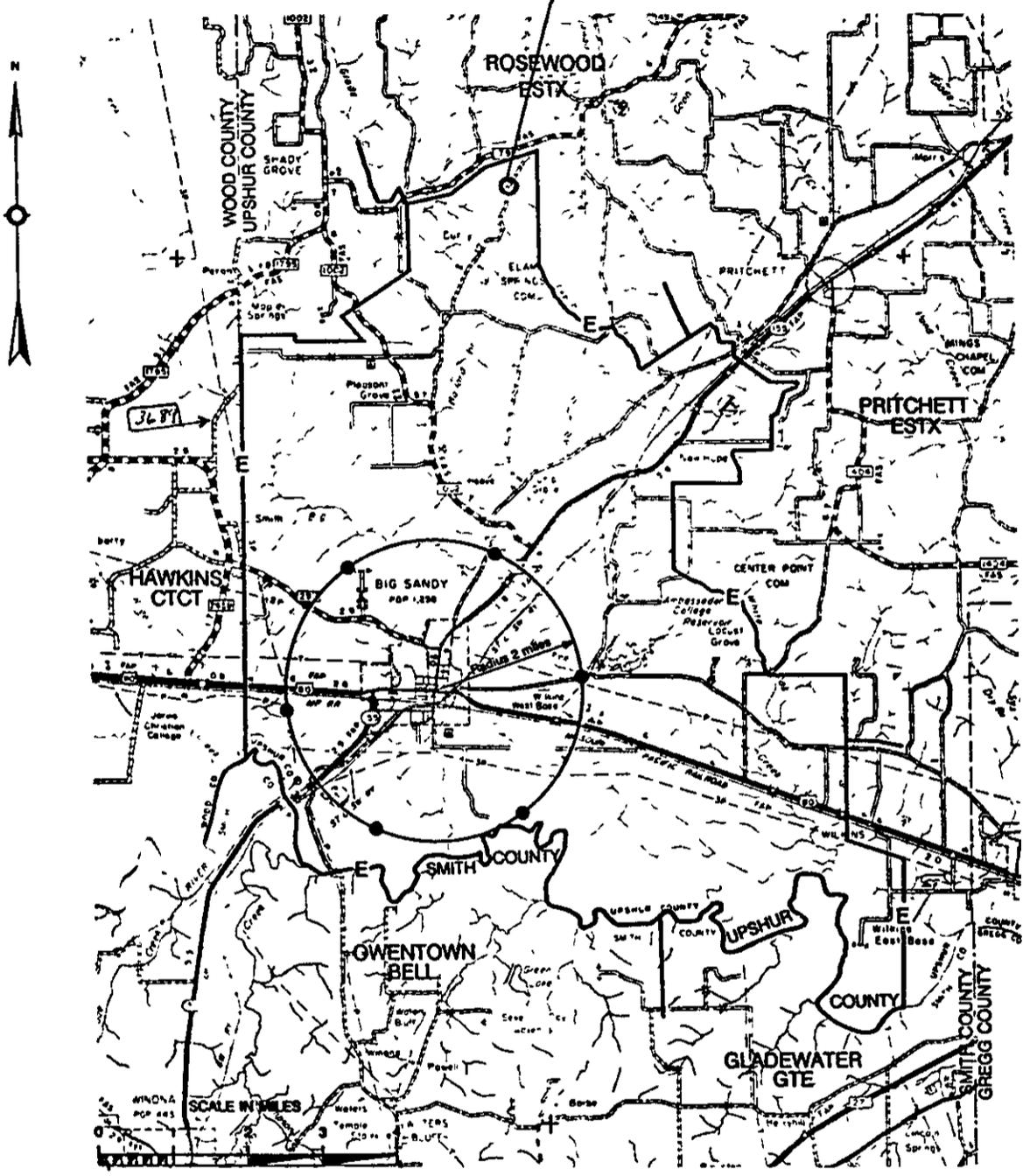
9P001DB-050
Big Sandy

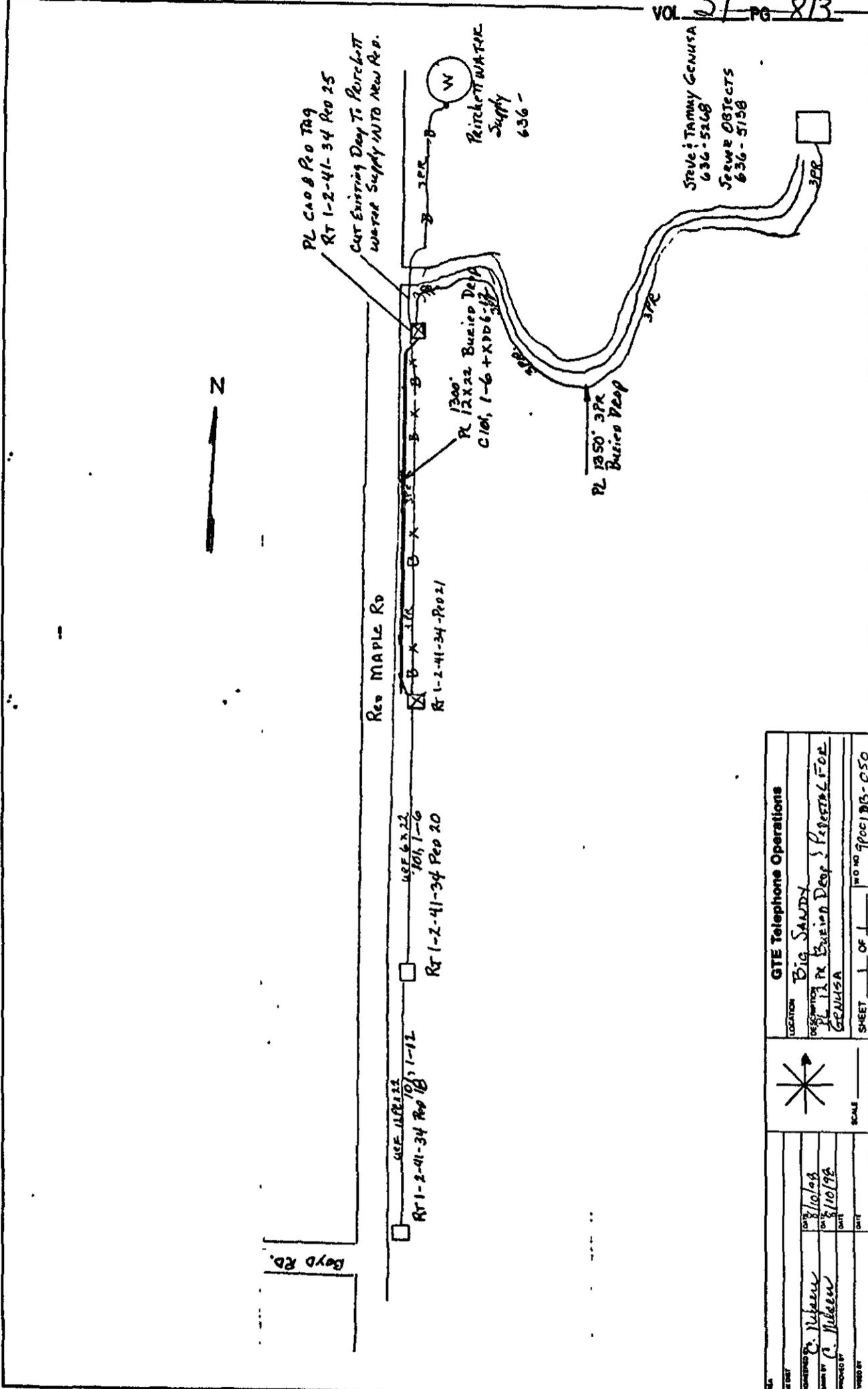
ISSUED: SEPTEMBER 13, 1994 EFFECTIVE: OCTOBER 18, 1994 DOCKET NUMBER: 13434	CONTEL OF TEXAS	EXCHANGE TELEPHONE SERVICE TARIFF Schedule No. AB BIG SANDY, TEXAS Exchange Area Boundary
LEGEND BASE RATE AREA BOUNDARY ———— EXCHANGE AREA BOUNDARY ————		Original Sheet No. 28A

Exchange Area Boundaries along all roads, are 600 feet from the centerline of the road, unless otherwise noted

*WORK SITE FOR 99010B 50
GENUSA*

OSCAR C. GOMEZ
State Vice President - External Affairs





GTE Telephone Operations	
LOCATION	Big SANDY
DESIGNATION	PL 1250' 3PK Buried Deep 3 Perchett FOR GENUSA
DATE	8/10/98
BY	A. Nilsen
DATE	8/10/98
SCALE	
SHEET	1 OF 1
NO. NO.	9200193-C50



**GTE Southwest
Incorporated**

**NOTICE OF COMMUNICATION
LINE INSTALLATION**

DATE 8-12-98

TO THE COMMISSIONER'S COURT OF Upshur COUNTY

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Construction of this line will begin on or after August 19 19 98

GTE SOUTHWEST INCORPORATED

By Charles Nilsen - OPT Technician

4200 Stone Road

Address Kilgore, TX 75662

903-983-4912

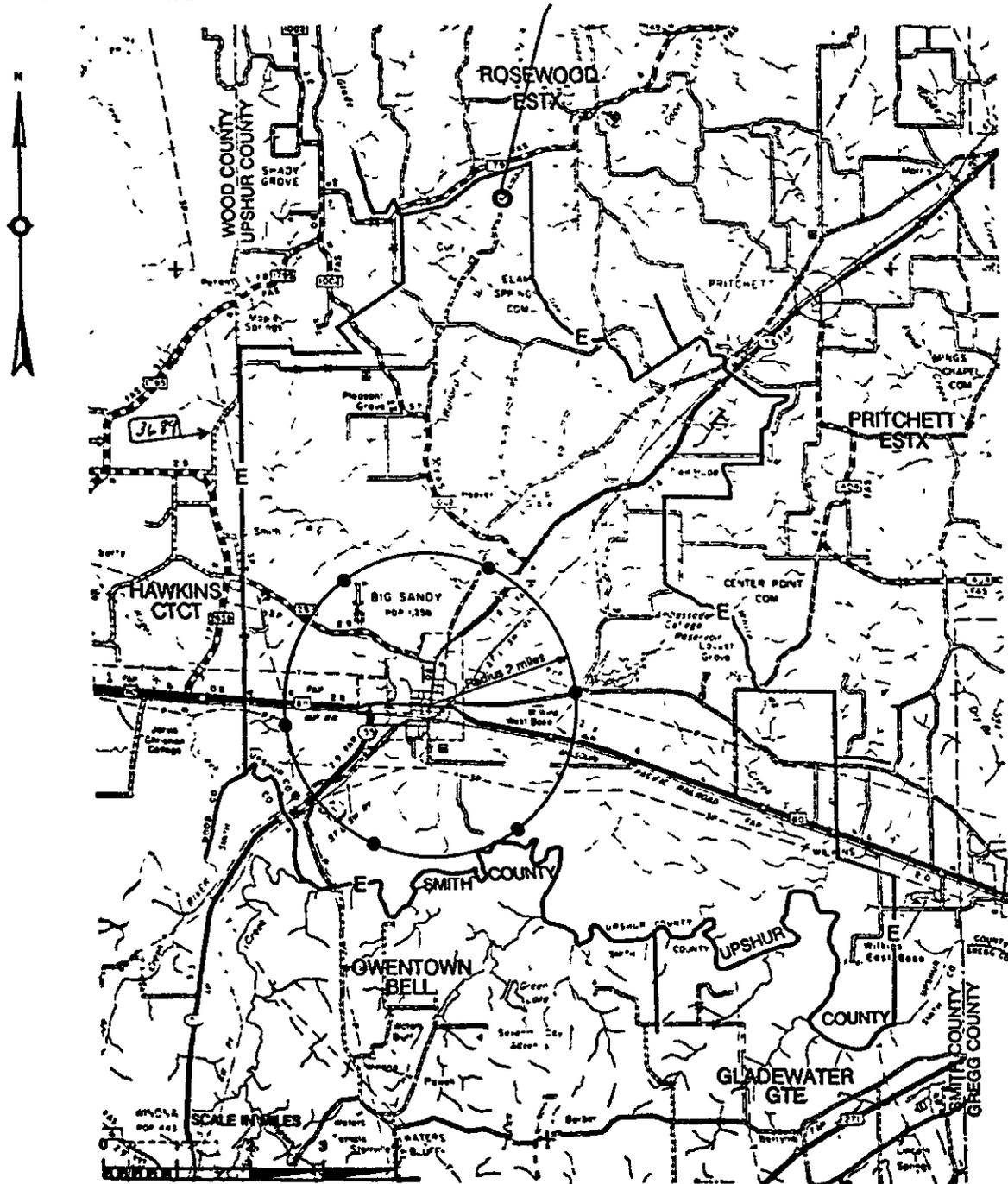
9P001DB-050
Big Sandy

ISSUED: SEPTEMBER 13, 1994 EFFECTIVE: OCTOBER 18, 1994 DOCKET: TARIFF CONTROL NUMBER: 13434	CONTEL OF TEXAS	EXCHANGE TELEPHONE SERVICE TARIFF Schedule No AB BIG SANDY, TEXAS Exchange Area Boundary
LEGEND BASE RATE AREA BOUNDARY ———— EXCHANGE AREA BOUNDARY ————		Original Sheet No. 28A

Exchange Area Boundaries along all roads, are 600 feet from the centerline of the road, unless otherwise noted.

*WORK SITE FOR 9901DB50
GENUSA*

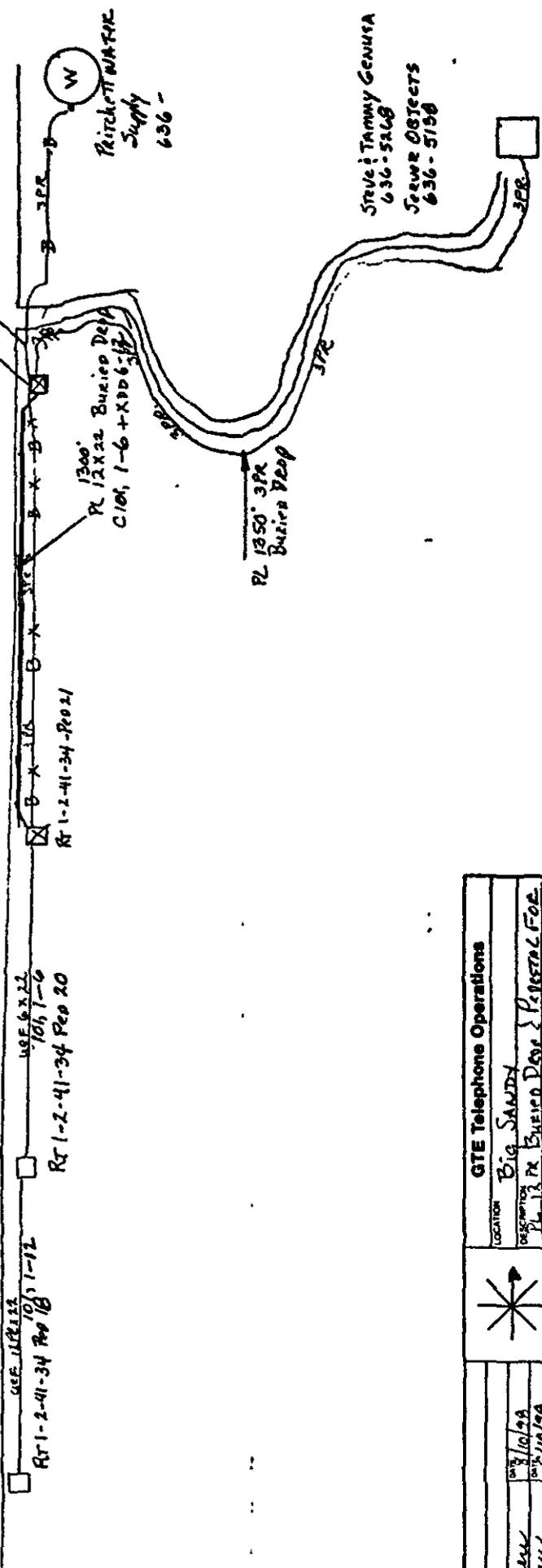
OSCAR C. GOMEZ
State Vice President - External Affairs



N

Boyd Rd.

Red Maple Rd.



DATE		DATE	
APPROVED BY C. Nelson	DATE 3/10/90	DATE	
DRAWN BY C. Nelson	DATE 3/10/90	DATE	
GTE Telephone Operations		SCALE	
LOCATION Big Sandy	DESIGN NO. PL 13 PR Buzier Drop & Pritchett For	SHEET 1 OF 1	
GENUSA		NO. NO. 900188-050	

GTE **GTE Southwest
Incorporated**

**NOTICE OF COMMUNICATION
LINE INSTALLATION**

DATE 8-12-98

TO THE COMMISSIONER'S COURT OF Upshur COUNTY

ATTENTION COUNTY JUDGE:

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

Construction of this line will begin on or after August 19 19 98

GTE SOUTHWEST INCORPORATED

By Charles Nilsen - OPT Technician

4200 Stone Road

Address Kilgore, TX 75662

903-983-4912

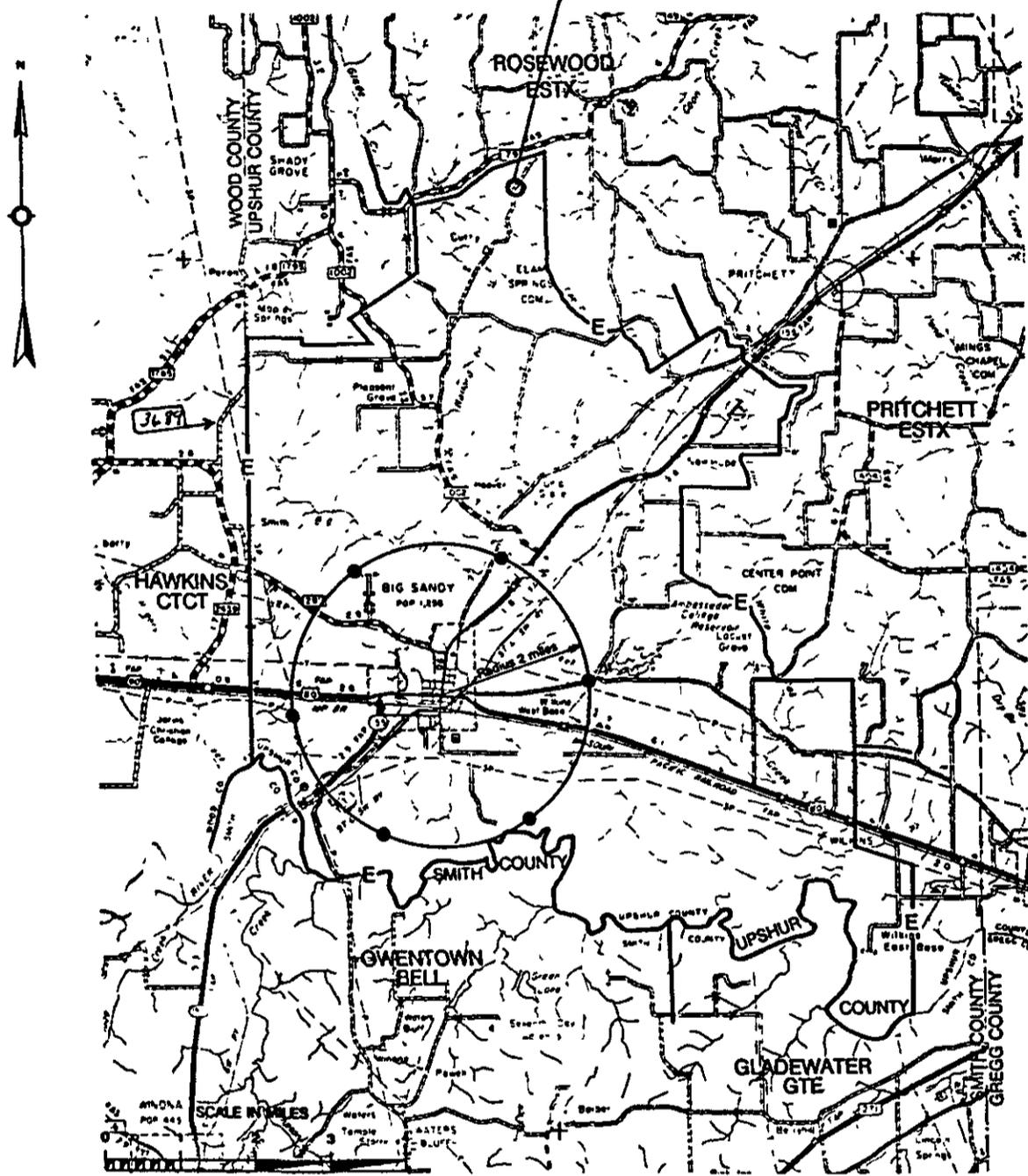
9P001DB-050
Big Sandy

ISSUED: SEPTEMBER 13, 1994 EFFECTIVE: OCTOBER 18, 1994 DOCKET: TARIFF CONTROL NUMBER: 13434	CONTEL OF TEXAS	EXCHANGE TELEPHONE SERVICE TARIFF Schedule No. AB BIG SANDY, TEXAS Exchange Area Boundary
LEGEND BASE RATE AREA BOUNDARY ———— EXCHANGE AREA BOUNDARY ————	Original	Sheet No. 28A

Exchange Area Boundaries along all roads, are 600 feet from the centerline of the road, unless otherwise noted

WORK SITE FOR 99ACIDB 50
 GENUSA

OSCAR C. GOMEZ
 State Vice President - External Affairs



TO: Commissioner Tommy Stanley, Pct. 2

FROM: Upshur County District Attorney, Tim Cone

RE: 115th District Court Coordinator and Court Reporter Issues

DATE: August 19, 1998

Initially, let me apologize for the delay in getting you the answer to the questions you had proposed regarding the above referenced matters to me in June. As you know, we have been quite busy with criminal matters and unfortunately, based on staff limitations, our office is forced to prioritize in such a fashion that all criminal matters must be dealt with before we can address issues related to County business. I regret this, but unfortunately, we don't have much choice. However, I have been able to address the issues that you were concerned about. Specifically, according to the notes that I made during our conversation, you wanted to know the answers to the following questions:

- 1) How the expenses and salaries of both the court reporter and the court coordinator were required to be set and apportioned between Upshur County and Marion County;
- 2) Whether the payment of " Marion County " portion was a violation of the constitutional provision regarding a county lending money; and
- 3) Whether it was necessary that an interlocal agreement be drafted regarding the payment of either the court reporter and/or the court coordinator's salary between Upshur and Marion Counties.

I will attempt to address these issues by disposing of some of the issues that are easiest to explain first. The easiest issue to dispose of and explain regarding these matters is the inquiry as to whether the fact that Upshur County has paid some of the money that arguably is owed by Marion County violates the Constitutional Provision that forbids a County from lending money under Article 3, Section 52 and Article 11, Section 7. The short answer is that it is not a violation of those provisions. Simply stated, the payment of funds from a county or any governmental source when there is some payment due from some other source is not the lending of money strictly forbidden under these provisions. As a matter of fact, this is a quite common practice as it relates

FILED
AUG 20 1998
6:49
MEXIA, TEXAS
COUNTY CLERK

to grants and statutory authorized funds from other sources and things of that nature.

The second easiest question to deal with is whether any interlocal agreement is required or even appropriate for the compensation issues relating to the court reporter and/or the court coordinator. Again, the simple answer is that there are not a requirement for any interlocal agreement. It would not be necessary or really even appropriate. Interlocal agreements authorized under Chapter 791 of the Texas Government Code are specifically related to address areas where governmental entities can cooperate for the greater good, so to speak, in matters where there are not statutory or constitutionally provided means for such cooperation. The reason that such agreements are not necessary or even appropriate as related to the court reporter or the court coordinator issues is that under the Government Code, there are specific statutory provisions relating to the relationship between counties relating to those matters. Some of those provisions will be discussed below.

Finally, I would like to address the issue of court reporter and court coordinator salary and expenses. Each of these positions must be discussed separately as the statutory provisions passed by the legislature clearly indicate that those positions are not related and the rules relating to those positions are not related in any form or fashion. Initially, I will address the issues as they relate to the court reporter position. I will also attach to this memo appropriate statutory provisions and other authority so that you will understand where the conclusion originated. Under Texas Government Code, Chapter 52.054 (copy attached) the statutory scheme clearly sets out that the salary of an official court reporter in a district such as ours, where the district is comprised of more than one county, requires that the salary be apportioned in a scheme that is related to the appropriate proportion of population for each county that comprises the total district. Therefore, if eighty percent of the 115th Judicial District's population is in Upshur County, Upshur County pays eighty percent of the court reporter's salary and twenty percent is paid by Marion County. I have no idea whether those are the accurate figures. I simply use them for illustration. Further, Texas Government Code, 52.055 clearly sets out the requirements of the expenses of the court reporter and a copy is attached hereto. It really needs no further explanation. Further, the compensation for District court reporters is statutorily set. The process for determining compensation for the District court reporters is set out in Chapter 52.051 of the Texas Government Code (copy attached hereto). It is also self explanatory. As long as the provisions of that statute are followed, the District Judge has full authority to set the compensation for the court reporter and the Commissioner's Court is bound by the District Judge's Order.

The next area for discussion regards the court coordinator and the setting of salary and payment for expenses for court coordinator. The authority for establishing the position

of court coordinator and the other related matters are found in Chapter 74 of the Texas Government Code. Once again, the issues relating to the court coordinator are entirely separate from that of the court reporter. Further, a District Judge is not bound to continue any method utilized by any prior Judge for this compensation or payment of expenses. Under Chapter 74.101 of the Texas Government Code (copy attached) the District Judge may establish or appoint a court coordinator. The compensation of the court coordinator is established under Chapter 74.104, Texas Government Code (copy attached) which seems to set out a compensation scheme subject to the approval of the commissioners court. However, there is more to the analysis. I have been provided a copy of a letter by the Honorable Pat McDowell, presiding Judge of the First Administrative Judicial Region, dated July 8, 1998, and a copy of which is attached to this memo. I've reviewed what Judge McDowell had to say in this memo and the legal authority to which he refers. Quite simply, Judge McDowell is right on the point and the short answer regarding court coordinator is that if the District Judge makes findings that the salary of the court coordinator that the Judge sets is reasonable and necessary for the proper administration of justice, then the Judge's order is absolutely binding and is fully authorized under the law. The short explanation for such matters is simply that if the District Court makes findings that virtually anything is reasonable and necessary for the proper administration of justice under the inherent powers of the Court, and orders that certain things be done and/or that funds be expended for those matters, such an order is absolutely enforceable and is fully authorized under the law unless it is arbitrary and unreasonable, which are extremely difficult things to ever show. Whether it was part of your request, it may be appropriate explain why this is true. There is, under our system of government, essentially a system of checks and balances. Under the three branches of government- legislative, executive and judicial, historically, the judicial branch of government has been given expanded authority because that is the branch of government that is responsible for administering justice. The causes and concerns of both the executive and legislative (especially the executive branch) are often related to financial considerations. The theory of our form of government is that justice is a concept that should not and cannot be regulated by financial resources. While that certainly causes practical difficulties, that has historically been and continues to be the general policies under which we operate and under which our laws exist. Simply stated, the inherent power of the Court, as it relates to the District Court, are incredibly great. As a practical matter any effort by an executive branch of the government that would undermine such authority of the Court is subject to mandamus. What that means is that, simply stated, should any executive branch of government fail to carry out the appropriate order of the judicial branch, a higher judicial authority would require those who fail to carry out a lawful order of a Court that was reasonable and necessary to do so, as well as pay attorney fees, costs, etc. involved. Therefore, the short answer to the issue as it relates to the court coordinator position is that if the Judge makes findings

that a salary is reasonable and necessary for the proper administration of justice, the commissioners court has no choice except to fund the position and pay it in the format as directed by the District Court.

If you have any questions regarding this matter, please feel free to contact me. Once again, I am sorry for the delay.

Sincerely,



TIM CONE

TC/ej

cc:
Judge L. Parish
Judge C. Still
Tommy Stanley
Gaddis Lindsey
Kenny Thompson
Rick Jackson

§ 52.053

JUDICIAL PERSONNEL AND OFFICIALS
Title 2

§ 52.053. Compensation of Hill County Official Court Reporter

(a) The salary of the official court reporter for the County Court of Hill County shall be set by the commissioners court in an amount not to exceed the salary received by the official court reporter of the district court in Hill County.

(b) This salary is in addition to transcript fees, fees for statement of facts, and all other fees.

(c) The salary shall be paid from the county general fund, jury fund, or any other fund available for the purpose, as determined by the commissioners court.

(d) The salary shall be paid in the same manner as salaries for other county officers are paid.

Acts 1985, 69th Leg., ch. 480, § 1, eff. Sept. 1, 1985.

Revisor's Note

The revised law omits the source law material relating to the appointment and qualifications of the Hill County official court reporter. Subchapters C and D provide for the appointment and qualifications of official court reporters.

Historical Note

Prior Law:
Acts 1947, 50th Leg., p. 470, ch. 271.

Acts 1975, 64th Leg., p. 657, ch. 274, § 1.
Vernon's Ann.Civ.St. art. 1970-333, § 4.

§ 52.054. Apportionment of Salary

(a) Except as provided by Subsections (b) and (c), the salary of an official court reporter of a judicial district that is composed of more than one county shall be apportioned among the counties of the district. Each county shall pay a portion of the salary equal to the proportion that its population bears to the total population of the judicial district.

(b) The judge of the 31st Judicial District shall determine the proportionate amount of the salary of the official court reporter to be paid by each county in the district based on the annual case load in each county.

(c) Nueces County shall pay 50 percent of the salary of the official court reporter for the 105th Judicial District. Kleberg and Kenedy counties shall pay the remaining 50 percent. Kleberg and Kenedy counties' shares shall be equal to the proportion that each county's population bears to the total population of the two counties.

Acts 1985, 69th Leg., ch. 480, § 1, eff. Sept. 1, 1985.

Revisor's Note

The revised law omits the reference to the last preceding federal census because the Code Construction Act (V.A.C.S. Article 5429b-2) defines "population" to mean population according to the most recent federal census.

COURT REPORTERS
Ch. 52

Historical Note

Prior Law:
Acts 1971, 62nd Leg., p 2019, ch 622, § 3(a)
Acts 1978, 65th Leg., 2nd C.S., p 21, ch. 9,
§ 1.

Acts 1983, 68th Leg., p 4335, ch. 693, § 1
Vernon's Ann Civ.St. arts. 2326j-29a, § 1;
2326j-32b, 3912k, § 3(a).

§ 52.055. Expenses of District Court Reporters

(a) Each official or deputy court reporter of a district court in a district composed of more than one county is entitled to reimbursement in the amount prescribed by Subsections (b) and (d) for actual and necessary expenses incurred while engaged in official duties in any county of the state other than the county of the reporter's residence. This reimbursement is in addition to the reporter's regular salary.

(b) Travel expenses reimbursed under this section may not exceed ~~\$15.00~~²⁵ per day for hotel bills, 6 cents per mile for train or bus fares, and 16 cents per mile for the use of private conveyances, traveling the shortest practical route. *- changed 8/29/84*

(c) The expenses shall be reimbursed after the completion of each court term by the respective counties of the judicial district for which the expenses were incurred, each county paying the expenses incidental to its own regular or special term. The commissioners court of each county shall pay the expenses for which the county is responsible from the county general fund.

(d) The expenses reimbursed under this section are subject to annual limitations based on the size of the judicial district. A court reporter may not receive more than the maximum reimbursement amount set for the reporter's judicial district in any one year. The maximum reimbursement amount is as follows:

- (1) if the judicial district contains two counties, the maximum reimbursement amount is \$400;
- (2) if the judicial district contains three counties, the maximum reimbursement amount is \$800;
- (3) if the judicial district contains four counties, the maximum reimbursement amount is \$1,400; and
- (4) if the judicial district contains five or more counties, the maximum reimbursement amount is \$2,000.

(e) To receive reimbursement under this section, a court reporter must prepare in duplicate a sworn statement of expenses that is approved by the district judge. The reporter must file a copy of the statement with the clerk of the district court of the county in which the district judge resides.

(f) This section applies to any additional official or deputy court reporter whose services are required when a district court convenes in a special term. The county in which the special term is convened shall pay the expenses. These expenses are in addition to the expenses provided for the official or deputy court reporter of the district.

Acts 1985, 69th Leg., ch. 480, § 1, eff. Sept. 1, 1985.

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COURT REPORTERS
Ch. 52

§ 52.051

13. Bond

Where the appeal bond is sufficient to cover preparation of the appellate record, a court reporter cannot insist on cash in advance as a condition to the transcription of the statement of facts. *Wells v. Wells* (Civ.App 1978) 570 S.W.2d 224

Court reporter was to prepare statement of facts upon request and couldn't insist upon cash in advance as condition thereto when bond was filed sufficient to perfect appeal under Vernon's Ann Civ.St. art. 2324 (repealed; now, this section); appeal bond was security for court reporter's costs under subd. (a) of Vernon's Ann Rules Civ.Proc., rule 354 (repealed; see, now, Rules App.Proc., rule 46). *Fine v. Page* (Civ.App.1978) 572 S.W.2d 577, error dismissed

When relator, appellant in underlying proceeding, filed a \$500 cost bond, and perfected his appeal under Vernon's Ann Rules Civ.Proc., rule 354 (repealed, see, now, Rules App.Proc., rule 46), which made a \$500 cost bond sufficient unless the trial court fixed a different amount upon motion of either party, and when relator requested the statement of facts, reporter had a mandatory duty to prepare it, and mandamus would issue to compel performance of such duty. *Volpe v. Stephens* (Civ.App. 1979) 589 S.W.2d 809.

Fact that relator, appellant in underlying proceeding, at first agreed to pay the down payment for cost bond, but later refused to do so, was no ground upon which to deny manda-

mus compelling the reporter to prepare the statement of facts when relator filed a \$500 cost bond and requested the statement of facts. *Id.*

14. Jurisdiction over fees

Motion requesting Court of Civil Appeals to retax or readjudicate cost on appeal pertaining to fee of official court reporter would be denied, in that such Court was without jurisdiction to determine whether fee was reasonable. *City of Ingleside v. Stewart* (Civ.App.1977) 554 S.W.2d 939, ref. n.r.e.

15. Attorney's fees

Action by court reporter against attorney for cost of transcript of testimony ordered by attorney was suit for personal services rendered, thus entitling court reporter to recover reasonable attorney fees under Vernon's Ann.Civ.St. art. 2226 (repealed; see, now, V.T.C.A. Civil Practice & Remedies Code, § 38.001 et seq.). *Nagle v. Duncan* (Civ.App 1978) 570 S.W.2d 116, error dismissed.

Where court reporter's claim against customer for preparation of an original and one copy of an appellate statement of facts was a claim for personal services, trial court should have allowed reporter's recovery for attorney's fees in amount of \$2,250 for trial, \$750 for an appeal to the Court of Civil Appeals, and \$825 for an appeal to the Supreme Court. *Hatch v. Davis* (Civ.App 1981) 621 S.W.2d 443, ref. n.r.e.

[Sections 52.048 to 52.050 reserved for expansion]

SUBCHAPTER E. COMPENSATION AND EXPENSES

Library References

Courts § 57(2).
C.J.S. Stenographers § 12.

§ 52.051. Compensation of District Court Reporters

(a) An official district court reporter shall be paid a salary set by the order of the judge of the court. This salary is in addition to transcript fees, fees for a statement of facts, and other necessary expenses authorized by law.

(b) The salary set by the judge may not be lower than the salary that official court reporter received on January 1, 1972.

(c) An order increasing the salary of an official district court reporter must be submitted to the commissioners court of each county in the judicial district not later than September 1 immediately before the adoption of the county

OFFICIALS
Title 2

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budget for the next year. A commissioners court may allow an extension of this time limit.

(d) The official district court reporter may not receive a salary that is more than 10 percent greater than the salary received during the preceding budget year without the approval of the commissioners court of each county in the judicial district.

(e) A person appointed to succeed an official district court reporter may not receive a salary greater than the salary received by the person's predecessor in office.

Acts 1985, 69th Leg., ch. 480, § 1, eff. Sept. 1, 1985.

SUBCHAPTER E. COMPENSATION AND EXPENSES
§ 52.051. Compensation of District Court Reporters
(See main volume for (a) to (c))
(d) The official district court reporter may not receive:
(1) a salary that is more than 10 percent greater than the salary received during the preceding budget year without the approval of the commissioners court of each county in the judicial district if the court reporter serves in a county with a population of less than 1 million; or
(2) a percentage increase in salary in a fiscal year that is greater than the average percentage increase in compensation in that fiscal year to all other employees of the county in which the reporter serves if the court reporter serves in a county with a population of 1 million or more.
(See main volume for (e))
Amended by Acts 1993, 73rd Leg., ch. 188, § 1, eff. Sept. 1, 1993.

changed to below section on 9/1/82

COURT F
Ch. 52
§ 52.052
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now, this section), which related to the compensation, expenses and allowances of certain officers and employees paid wholly from county funds were germane to the subject stated in the title to House Bill 384, and bill was therefore in compliance with Const. Art. 3, § 35. Op.Atty.Gen.1971, No. M-972.
2. Commissioners court
Although district judges in Texas possess absolute discretionary power to hire as many

3. Vacancy in Judge's office
Where vacancy occurs in office of District Judge, Commissioners' Court is not authorized to disapprove a claim for salary of official shorthand reporter appointed by District Judge for period of vacancy. Op.Atty.Gen.1942, No. 0-2976.

COURT ADMINISTRATION ACT
Ch. 74

§ 74.103

Derivation:
Acts 1985, 69th Leg., ch. 732, § 2.

Historical Note
Acts 1987, 70th Leg., ch. 148, § 2.93(b)(4).
Vernon's Ann.Civ.St. art. 200a-1, § 5.006.

[Sections 74.097 to 74.100 reserved for expansion]

SUBCHAPTER E. COURT COORDINATORS

Library References

Courts 55, 78.
C.J.S. Courts §§ 140 et seq., 170.

§ 74.101. Court Coordinators

(a) The local administrative judge and each district or statutory county court judge may establish a court coordinator system and appoint a court coordinator for his court to improve justice and expedite the processing of cases through the courts.

(b) Each court coordinator serves at the pleasure of the judge who appointed him.

Added by Acts 1987, 70th Leg., ch. 148, § 2.93(a), eff. Sept. 1, 1987.

Derivation:
Acts 1985, 69th Leg., ch. 732, § 2.

Historical Note
Acts 1987, 70th Leg., ch. 148, § 2.93(b)(4).
Vernon's Ann.Civ.St. art. 200a-1, § 6.001.

§ 74.102. Duties

(a) The courts by local administrative rule shall designate the duties of the court coordinators.

(b) To promote uniform and efficient administration of justice in this state, the court coordinators shall cooperate with regional presiding and local administrative judges and state agencies having duties in the area of the operation of the courts.

Added by Acts 1987, 70th Leg., ch. 148, § 2.93(a), eff. Sept. 1, 1987.

Derivation:
Acts 1985, 69th Leg., ch. 732, § 2.

Historical Note
Acts 1987, 70th Leg., ch. 148, § 2.93(b)(4).
Vernon's Ann.Civ.St. art. 200a-1, § 6.002.

§ 74.103. Staff

The courts may appoint appropriate staff and support personnel according to the needs in each county.

Added by Acts 1987, 70th Leg., ch. 148, § 2.93(a), eff. Sept. 1, 1987.

ADMINISTRATION
Title 2

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COURT ADMINISTRATION
Title 2

Historical Note

Derivation:
Acts 1985, 69th Leg., ch. 732, § 2.

Acts 1987, 70th Leg., ch. 148, § 2.93(b)(4).
Vernon's Ann.Civ.St. art. 200a-1, § 6.003.

§ 74.104. Compensation

(a) The judges shall determine reasonable compensation for the court coordinators, subject to approval of the commissioners court.

(b) Upon approval by the commissioners court of the position and compensation, the commissioners court of the county shall provide the necessary funding through the county's budget process. County funds may be supplemented in whole or part through public or private grants.

Added by Acts 1987, 70th Leg., ch. 148, § 2.93(a), eff. Sept. 1, 1987.

Historical Note

Derivation:
Acts 1985, 69th Leg., ch. 732, § 2.

Acts 1987, 70th Leg., ch. 148, § 2.93(b)(4).
Vernon's Ann.Civ.St. art. 200a-1, § 6.004.

§ 74.105. Other Law

This subchapter does not affect other provisions of law relating to the pay and duties of court administrators, court managers, and court coordinators.

Added by Acts 1987, 70th Leg., ch. 148, § 2.93(a), eff. Sept. 1, 1987.

Historical Note

Derivation:
Acts 1985, 69th Leg., ch. 732, § 2.

Acts 1987, 70th Leg., ch. 148, § 2.93(b)(4).
Vernon's Ann.Civ.St. art. 200a-1, § 6.005.

[Sections 74.106 to 74.120 reserved for expansion]

SUBCHAPTER F. TRANSFER OF CASES AND EXCHANGE OF BENCHES
BETWEEN CERTAIN COURTS

§ 74.121. Transfer of Cases; Exchange of Benches

(a) The judges of constitutional county courts, statutory county courts, justice courts, and small claims courts in a county may transfer cases to and from the dockets of their respective courts, except that a case may not be transferred from one court to another without the consent of the judge of the court to which it is transferred and may not be transferred unless it is within the jurisdiction of the court to which it is transferred. The judges of those courts within a county may exchange benches and courtrooms with each other so that if one is absent, disabled, or disqualified, the other may hold court for him without the necessity of transferring the case. Either judge may hear all or any part of a case pending in court and may rule and enter orders on and continue, determine, or render judgment on all or any part of

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First Administrative Judicial Region

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Presiding Judge

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Administrative Assistant
SANDY HUGHES

Office Manager
GEORGE COWART

July 8, 1998

Judge Lauren Parrish
115th District Court
Upshur County, Texas
P.O. Box 1052
Gilmer, Texas 75644

Re: Authority to set salary of Court Coordinator

Dear Judge Parrish:

After I talked with Commissioner Lindsey and you today about your authority to appoint and set the salary of your court coordinator Terri Ross and directing that Upshur County pay all of her salary, I did some research in my office and on Westlaw and I will share what I found with you, and assuming you have no objection, the Commissioner.

I put the query into Westlaw every way I could to generate references to restrictions on a judge's ability to set salary for support personnel.

Mr. Lindsey told me that somewhere along the way a previous Judge, Virgil Mullenax, apparently entered an order, perpetuated by Tiny Garrison, allocating the expense of your staff between Upshur and Marion County. I could not find any statutory reference for this and, in short, cannot say there is any explicit statutory provision for who sets the salary of a staff employee such as a coordinator.

I did find, however, Section 74.01, Texas Government Code, which provide that each district judge may establish a court coordinator system and appoint a court coordinator "to improve justice and expedite the processing of cases through the courts." This would seem to authorize you as a district judge to appoint a court coordinator for your court and it would follow be the proper person to set her salary.

I realize your court serves both Upshur and Marion Counties but you told me that Terri Ross' responsibilities in Upshur require her full time attention and neither she nor the coordinators who worked for Judge Mullenax and Judge Garrison ever devoted any time to Marion County. You

ANDERSON BOWIE CAMP CASS CHEROKEE COLLIN DALLAS DELTA ELLIS FANNIN FRANKLIN GRAYSON GREGG HARRISON
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propose to have her devote all her time to Upshur as she is already doing and ask the District Clerk in Marion to continue to handle docket duties, etc in Marion as she has already been doing. You propose to direct that Upshur pay all of Terri Ross' salary since she will be as full time Upshur County employee as she essentially has been for some time. The old plan of allocating part of her salary to Upshur and part to Marion would not longer be followed.

I am sure Marion probably needs a coordinator there for you and Bill Porter and I would be happy to work with you all in getting one if needed.

I believe Section 74.01 read in connection with the cases I found authorize you to appoint Terri Ross, set her salary and order Upshur County to pay it. As long as you can document in making your decision that this order is not arbitrary and is reasonable then it comes within the inherent power of your court. Mays et al v. Fifth Court of Appeals 755 SW2d 79

(Tex. 1988) sets out in strong language the inherent power of judges to require necessary support even when it means the legislative or executive branch of government to pay for it. Of course, as in Mays, Commissioners Courts are both legislative and executive.

Pogue v. Duncan, 770 SW2d 867, (Tex. App. Tyler 1989) said much about Court reporter salaries. District Judges of 188th Dist. V. County Judge Gregg County, 657 SW2d 908 (Tex. App. Texarkana, 1983) held that an order concerning a court coordinator system was not enforceable because it was not supported by any finding that the appointment was essential, but it provides guidance for entry of an enforceable order. It and Matter of El Paso County Courthouse, 765 SW2d 876 (Tex. App. El Paso, 1989) also said that an order regarding construction of the Courthouse by the district judges was not enforceable because there was no evidence in the record supporting the necessity or reasonableness of the order. In the Gregg County case, the judges merely entered an order and some sort of pre-trial stipulation but the Texarkana Court said that the judges have the burden of showing the ordered services are essential.

In Mays, to which I was a party by the way, we conducted an evidentiary hearing after notice and made a record concerning court reporter salary increases. You will note, I am sure, that two of these cases are from your neck of the woods and Dallas is only a writ's throw away.

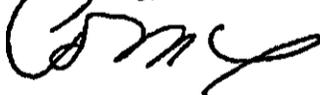
Your order is enforceable by mandamus but I hope this doesn't get that far because it generates attorneys fees for both sides and of course the losing party in mandamus can be required to pay the winner's attorneys fees. The really unfortunate thing about the Mays case was that it concerned under \$5000.00 in total reporters' salaries spread among five judges. We were represented by our staff attorney and didn't seek attorneys fees but the Commissioners Court spent \$100,000 on their attorneys before they lost this case in the Supreme Court. Needless to say they didn't seek to make a political issue of this.

As I told Commissioner Lindsey, I do not involve myself in local politics but I am always available to sit down with both sides and mediate as much as I can.

I will try to get over to Gilmer next week for your Bar Association meeting if I am not in trial in Fannin County, where I start an assignment on Monday.

Thanks for your good work.

Sincerely,



Pat McDowell

