

**NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, FEBRUARY 22, 1999, 9:00 AM, SPECIAL SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR**

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take action.
3. Consider approval of accounts payable and take action.
4. Consider approval of any payroll changes and take action.
5. Accept financial statement.
6. Reconsider item #2 from the 2-8-99 meeting and take action.
7. Consider bids on road oil and fuel for road and bridge and discuss fuel for Sheriffs Department. Take any action necessary.
8. Declare emergency expenditure for Pct. 1 and 2 to transfer money from their cash reserve to pay for new oil machine.
9. Accept for recording the list of members of the Upshur County Historical Commission.
10. Go into Executive Session to consider litigation as authorized by VTCA Gov. Code Sec. 551.071 (1) (A).
11. Reconvene into open session and take any action necessary.
12. Consider adopting a letter of support for placing a bypass around Tyler.
13. Consider adopting a resolution proclaiming March 21-27 as Poison Prevention Week.
14. Discuss and take action on authorization to place buildings for Adult Probation and County records storage on County property; designate location; authority to move portable building to Library for storage; accept proposal for building construction.
15. Accept for recording the report on the jail roof from Architect Lamarr McDonald.
16. Hear Sheriff Buck Cross concerning a doctor for the jail.
17. Consider adopting a resolution concerning fuel tax.
18. Approve applications for use of Upshur County roads and right of way.

Charles L. Still

**Charles L. Still
County Judge**

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 18 PM 2:17
UPSHUR COUNTY, TX
BY _____
S-PURTY

UPSHUR COUNTY COMMISSIONERS COURT

2-22-1999

COMMISSIONERS COURT MET IN SPECIAL SESSION. ALL MEMBERS PRESENT.

1. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE MINUTES OF PREVIOUS MEETING DATED 2-8-1999. MOTION CARRIED.

2 & 6. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE BUDGET AMENDMENTS, ALL LINE ITEM TRANSFERS, AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. COPY ATTACHED.

3. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE ACCOUNTS PAYABLE AS PRESENTED BY COUNTY TREASURER. MOTION CARRIED.

PRINT OUT OF ACCOUNTS PAYABLE PREVIOUSLY APPROVED ON 2-8-1999 PLACED INTO MINUTES FOR RECORDING.

4. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING PAYROLL CHANGES:

GERALD MCCOLLUM-PRECINCT #3-NEW EMPLOYEE
BARBARA A. ADCOCK-911- FROM PART TIME TO FULL
TIME-INTRODUCTORY PERIOD WAIVED

MOTION CARRIED. COPIES OF BOTH PAYROLL CHANGE REPORTS ATTACHED.

5. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO APPROVE FINANCIAL STATEMENTS FOR MONTH ENDED 1-31-1999, AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. FINANCIAL STATEMENTS ON FILE IN OFFICE OF COUNTY CLERK.

7. THE FOLLOWING BIDS WERE SUBMITTED 2-8-1999 FOR ROAD OIL, GAS AND DIESEL FOR COUNTY ROAD WORK AND VEHICLES:

NAME OF COMPANY	ITEM
BLAZER RESOURCES	ASPHALT BASE CRUDE OIL
ROADWAY OIL COMPANY	CRUDE OIL
GREEN OIL COMPANY	GASOLINE AND FUEL

MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO REBID ON GASOLINE AND DIESEL PRICES AND THRU EXEMPTIONS, FOR THE SHERIFF'S OFFICE TO CONTINUE TO GET GAS WHERE MOST CONVENIENT, USING CARDS. MOTION CARRIED.

MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO ACCEPT BOTH BIDS SUBMITTED FOR ROAD OIL. MOTION CARRIED.

MEMORANDUM FROM COUNTY AUDITOR TO COUNTY JUDGE AND COMMISSIONERS PLACED INTO MINUTES FOR RECORDING.

8. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO DECLARE EMERGENCY EXPENDITURE FOR PRECINCT #1 AND PRECINCT #2 TO TRANSFER MONEY FROM THEIR CASH RESERVE TO PAY FOR NEW MIXERS. MOTION CARRIED.

9. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE FOR RECORDING THE LIST OF MEMBERS OF THE UPSHUR COUNTY HISTORICAL COMMISSION. MOTION CARRIED. LIST ATTACHED.

10. COMMISSIONERS COURT CONVENED INTO EXECUTIVE SESSION.

11. COMMISSIONER COURT RECONVENED INTO SPECIAL SESSION. ALL MEMBERS PRESENT.

12. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO APPROVE LETTER OF SUPPORT TO TEXAS DEPARTMENT OF TRANSPORTATION CONCERNING OUTER LOOP FOR THE TYLER VICINITY. MOTION CARRIED. COPY OF LETTER ATTACHED.

13. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO ADOPT RESOLUTION PROCLAIMING MARCH 21-27, 1999, AS POISON PREVENTION WEEK. MOTION CARRIED. RESOLUTION ATTACHED.

14. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO TABLE AGENDA ITEM CONCERNING ADULT PROBATION AND COUNTY RECORD STORAGE ON COUNTY PROPERTY UNTIL NEXT COMMISSIONERS COURT MEETING TO BE HELD 2-26, 1999. MOTION CARRIED.

15. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING, REPORT ON JAIL ROOF FROM ARCHITECT

LAMARR MCDONALD. MOTION CARRIED. LETTER FROM MCDONALD ARCHITECTS ATTACHED. ROOF REPORT IN FILE IN OFFICE OF COUNTY CLERK. (SEE COMMISSIONER COURT MINUTE INDEX BOOK)

16. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO APPROVE CONTRACT BETWEEN UPSHUR COUNTY AND DR. DAVID W. BULLER DESIGNATING DR. BULLER AS MEDICAL DIRECTOR FOR THE UPSHUR COUNTY JAIL. MOTION CARRIED. CONTRACT ATTACHED.

17. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO TABLE AGENDA ABOUT RESOLUTION CONCERNING FUEL TAX UNTIL NEXT MEETING HELD 2-26-1999. MOTION CARRIED.

18. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENT CONTRACTS AND PERMIT APPLICATIONS:

SPECIAL ROAD USE AGREEMENT SUBMITTED BY ROBERTSON LOGGING TO HAUL LOGS ON SNAPDRAGON.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY RED OAK TIMBER TO HAUL LOGS ON JAGUAR, MIMOSA AND ARROWWOOD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY SCULL TIMBER TO HAUL LOGS ON LEMON ROAD.

PERMIT APPLICATION SUBMITTED BY CHARLES JOHNSON TO INSTALL A CULVERT IN ROW OF MIMOSA ROAD.

PERMIT APPLICATION SUBMITTED BY WAYNE FITZGERALD TO INSTALL CULVERT IN ROW OF SEAGO LILLY.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY TED DAVIS TIMBER TO HAUL LOGS ON APPLETREE.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY TED DAVIS TIMBER TO HAUL LOGS ON SOUTH MONTGOMERY.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY B. H. LOGGING TO HAUL LOGS ON VIOLET AND VERBENA ROADS.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY N. D. WILLIAMS TIMBER TO HAUL LOGS ON COTTONWOOD.

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

MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO

ADJOURN. MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES.

Charles F. Still
JUDGE CHARLES STILL

Gaddis Lindsey
COMMISSIONER PCT.#1 GADDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT.#2 TOMMY STANLEY

Rick Jackson
COMMISSIONER PCT.#3 RICK JACKSON

Russell Green Jr.
COMMISSIONER PCT.#4 RUSSELL GREEN JR.

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 22nd day of February, 1999.

Charles Still
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley
Tommy Stanley, Comm. Pct. 2

Rick Jackson
Rick Jackson, Comm. Pct. 3

Russell Green
Russell Green, Comm. Pct. 4

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 10:50
UPSHUR COUNTY, TX
BY _____
DEPUTY

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 2-8-99

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>1200</u>	<u>889.00</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO:	<u>10</u>	<u>401</u>	<u>2150</u>	_____
	<u>10</u>	<u>401</u>	<u>2300</u>	_____
	_____	_____	_____	<u>889.00</u>

REASON:

Charles D. Still
Dept. Head

Attest: County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 2-8-99

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>3145</u>	<u>50</u>
	_____	_____	<u>UNIFORMS + CLOTHING</u>	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO.	<u>10</u>	<u>551</u>	<u>3110</u>	<u>50</u>
	_____	_____	<u>Uniforms</u>	_____
	_____	_____	_____	_____

REASON:

Joel Bullock
Dept. Head Constable Pet 1

Attest: County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 2-22-99

TO: Honorable Commissioners Court of Upshur County

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

FROM:	FUND	DEPT.	ACCOUNT	AMOUNT
	<u>18</u>	<u>614</u>	<u>3340</u>	<u>20,000</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO:	<u>18</u>	<u>614</u>	<u>5650</u>	<u>10,000</u>
	_____	_____	<u>3300</u>	<u>10,000</u>
	_____	_____	_____	_____

REASON:


Dept. Head

Attest: County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 2-19-99

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>401</u>	<u>3010</u>	<u>200.00</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO:	<u>10</u>	<u>401</u>	<u>4600</u>	<u>200.00</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON:

Charles F. Still

Dept. Head

Attest: County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 2-22-99

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>403</u>	<u>3010</u>	<u>40</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

TO:	<u>10</u>	<u>403</u>	<u>5400</u>	<u>40</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON:

Dept. Head Co. Clerk

Ray Shaw

Attest: County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 2-19-99

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>403</u>	<u>3010</u>	<u>77.50</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO:	<u>10</u>	<u>403</u>	<u>4230</u>	<u>77.50</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON: Not enough budgeted for bonds.

Ray Shaw
Dept. Head C.C.

Attest: County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

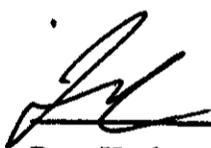
Date: 2-19-99

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>3010</u>	<u>141.50</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO:	<u>10</u>	<u>476</u>	<u>4230</u>	<u>141.50</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON: *Not enough budgeted for bonds.*



Dept. Head D. A.

Attest: County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 2-19-99

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>495</u>	<u>3010</u>	<u>68.50</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO:	<u>10</u>	<u>495</u>	<u>4230</u>	<u>68.50</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON: Not enough money budgeted for bonds.

Patricia Long

Dept. Head

Attest: County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER

Date: 2-18-99

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>497</u>	<u>3030</u>	<u>42.50</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TO:	<u>10</u>	<u>497</u>	<u>4230</u>	<u>42.50</u>
	_____	_____	_____	_____
	_____	_____	_____	_____

REASON: *Not enough money budgeted for Bonds*

M. Lynn Harris
Dept. Head *County Treasurer*

Attest: _____
County Clerk

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/08/99 thru 02/19/99

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
			\$2 75		JP#1-CUST#LNO461/243 COPIES MADE 12/23/98-1/23/99
			\$11 93		JP#3-CUST#LNO461/884 COPIES MADE 12/10/98-1/10/99
			\$47 60		CO EXT-CUST#LNO461/3526 COPIES MADE 11/09/98-12/09/98
			\$64. 76		EXT-CUST#LNO461/4797 COPIES MADE 12/09/98-1/09/99
			\$1 53		911-CUST#LNO461/113 COPIES MADE 12/07/98-1/07/99
84155-APCA	02/08/99	COUNCIL FOR LAW EDUCATION	\$145 30	\$145. 30	DA-ELEMENTS OF CRIME; SEARCH WARRANT MANUALS
84156-APCA	02/08/99	COUNTY JUDGES EDUCATION COMM	\$100. 00	\$100. 00	CO CT-REGISTRATION/JO ANN LOETIS
84157-APCA	02/08/99	DATABASE TECHNOLOGIES, INC.	\$36. 44	\$36 44	SUP-ACCT#37355/DEC '98
84158-APCA	02/08/99	DEANNA DRENNAN	\$745. 00	\$745. 00	D. CT-#12. 108/PREPARATION COSTS
84159-APCA	02/08/99	DEMCO	\$217. 62	\$217. 62	CO LIB-LABEL PROTECTORS; LAMINATING FILM; FASTAPE BOOK REPAIR WINGS; KEYBOARD PROTECTORS; AUDIO CAPSULE 4-CAP FULL SLEEVE; AUDIO CAPSULE 2-CAP FULL SLEEVE; SHIPPING
84160-APCA	02/08/99	DIAMOND SHAMROCK	\$29. 68	\$29. 68	CO S-ACCT#77005775/JAN. 14/99 BILLING
84161-APCA	02/08/99	DON METCALFE	\$121. 26	\$121. 26	D. CT-VISIT JUDGE EXPENSES/01/19/99
84162-APCA	02/08/99	EAST TEXAS ENGINEERS, INC.	\$1,500. 00	\$1,500. 00	GLENWOOD WATER-PROJECT#716899/JAN 5 '99 BILLING
84163-APCA	02/08/99	EAST TEXAS LUMBER	\$2,873. 21	\$2,873. 21	PCT#4-LUMBER FOR BARN
84164-APCA	02/08/99	EAST TEXAS MEDICAL CENTER	\$2,879. 20	\$15 74	CO JAIL-BILLY NORMAN#17337734/06/19/97 SERVICES
				\$15 74	CO JAIL-DEBRA HART#17368143/06/25/97 SERVICES
				\$15 74	CO JAIL-NORMA K. KERR#18158964/10/21/97 SERVICE
				\$165. 12	CO JAIL-LARRY PIERCE#19332758/04/02/98 SERVICE
				\$1,979. 60	CO JAIL-JACKIE R FULLER#19578210/5/08/98 SERVICES
				\$52 25	CO JAIL-CHRIS ANGUISH#19692268/5/20/98 SERVICES
				\$16. 56	CO JAIL-JACKIE R FULLER#19757665/5/28/98 SERVICES
				\$16. 56	CO JAIL-RICHARD WENZ#19757681/05/28/98 SERVICES
				\$157 47	CO JAIL-J R FULLER#19767367/06/02/98 SERVICES
				\$16. 56	CO JAIL-SARA HILL#20292116/07/21/98 SERVICE
				\$38 50	CO JAIL-PAT#20433074/JOHN WALKER/MEDICAL

UPPER COUNTY

ACCOUNTS PAYABLE SYSTEM

19 Feb 1999

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 02/08/99 thru 02/19/99

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$16.56	CO. JAIL-RODNEY DUFFEY#20433082/01/06/98 SERVICES
				\$16.56	CO. JAIL-JAMES BIRCHER#20429585/01/06/99 SERVICES
				\$117.24	CO. JAIL-JACKIE R FULLER#19618586/5/12/98 SERVICES
				\$239.00	CO. JAIL-J. R. FULLER#19619964/5/12/98 SERVICES
84165-APCA	02/08/99	EASTEX VIDEO	\$39.95	\$39.95	D A -REPAIR VCR
84166-APCA	02/08/99	ECONO SIGN & BARRICADE	\$876.20	\$876.20	PCT#4-44 SIGNS
84167-APCA	02/08/99	ECONOMY AUTO SUPPLY, INC	\$175.77	\$175.77	PCT#4-AIR FILTER; BRAKE FLUID; BUSHING; PLAST REFILL; HEAD SET; CLEAN & CHECK HEAD; SURFACE HEAD
84168-APCA	02/08/99	EDDIE J. SMITH	\$26.46	\$26.46	PCT#1-REIMBURSE/84#10.315
84169-APCA	02/08/99	ETEX TELEPHONE COOP, INC	\$305.69	\$27.70	TELE. COMM-ACCT#9682941/FEB. 01/99 BILLING
				\$44.38	PCT#4-ACCT#7626731/FEB. 01/99 BILLING
				\$41.89	PCT#1-ACCT#7345609/FEB. 01/99 BILLING
				\$45.34	PCT#3-ACCT#7345822/FEB. 01/99 BILLING
				\$97.30	PCT#3-ACCT#7345998/FAX MACHINE
				\$49.08	PCT#2-#762-6266/FEB. 1 '99 BILLING
84170-APCA	02/08/99	ETMC GILMER	\$73.50	\$73.50	SUP-EMPLOYEE TB TEST&PHYSICAL
84171-APCA	02/08/99	EXPRESS LUBE DBA	\$164.70	\$29.45	CO. S-UNIT#19/OIL; FILTER; LABOR; INSPECTION
				\$36.45	CO. S-UNIT#18/OIL; FILTERS; LABOR; INSPECTION
				\$26.95	CO. S-UNIT#14/OIL; FILTER; LABOR; WIPER BLADES
				\$26.95	CO. S-UNIT#5-OIL; FILTER; LABOR; WIPER BLADES
				\$25.95	CO. S-UNIT#21/OIL; FILTERS; LABOR
				\$18.95	911-OIL; FILTER; LABOR
84172-APCA	02/08/99	FANNIN FARM EQUIPMENT	\$67.50	\$15.50	PCT#3-JAN CYL. RENT/(125 OXY. (2)125 ACET. 281 OXY.
				\$52.00	PCT#1-JAN CYL. RENT/(6)281 OXY; (7)ACET
84173-APCA	02/08/99	FEDEX	\$38.00	\$38.00	CO S-ACCT#171613256/AIR BILLS(2)
84174-APCA	02/08/99	FOREST TRAIL CONSORTIUM	\$200.00	\$200.00	CO LIB-MEMBERSHIP FEE
84175-APCA	02/08/99	GENERAL TELEPHONE COMPANY	\$4,067.08	\$9.09	CO S-ACCT#105229283216344000/JAN. 19/99 BILLING
				\$3,947.99	TELE COMM-#843-4000/JAN 19 '99 BILLING
				\$110.00	TELE COMM-ACCT#30000000537/LABOR
84176-APCA	02/08/99	GEORGE STEVENS COMPANY	\$43.00	\$43.00	PCT#2-WIRE BRUSH. 7" DISC, ELECT TAPE
84177-APCA	02/08/99	GILMER COUNSELING SERVICES	\$1,050.00	\$1,050.00	CCP-NOV'98 BILLING

VOI 3/2/99 9/28

ACCOUNTS RECEIVABLE

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/08/99 thru 02/19/99

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VOL 27-PA 977

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
84186-APCA	02/08/99	H-GAC	\$23,994.87	\$23,994.87	CO JAIL-FORD E350 CLUB WAGON VAN SNV9801-X3001CF
84187-APCA	02/08/99	HEWITTS	\$20.44	\$4.52 \$1.32 \$1.95 \$5.60 \$2.80 \$1.70 \$2.55	PCT#3-CEMENT/PVC CLEANER PCT#3-GALV FITTING PCT#3-PVC PIPE PCT#3-SAC-CRETE PCT#3-SAC-CRETE PCT#3-FLAG TAPE PCT#3-HANDLE
84188-APCA	02/08/99	HOOT JOHNSON CONSTRUCTION, IN	\$44,027.64	\$44,027.64	DIANA WATER-PROJECT#717B01 1/4/99 #3 DRAW
84189-APCA	02/08/99	HOPE CENTER YOUTH & FAMILY S	\$1,284.00	\$1,284.00	ISP-DEC'98 PLACEMENT/C 0
84190-APCA	02/08/99	IRVIN TIRE COMPANY	\$274.42	\$48.50 \$201.92 \$24.00	D. A -REPLACE HORN ON INVESTIGATOR'S CAR; LABOR JUV PROB-TIRES FOR VAN CO S-UNIT#8/BALANCE 4 TIRES
84191-APCA	02/08/99	JAMES B. ZIMMERMANN	\$56.00	\$56.00	D. CT-REIMB. MILEAGE AS VISITING JUDGE
84192-APCA	02/08/99	JOEL BULLOCK	\$354.80	\$354.80	CONST#1-CIVIL PROCESS SEMINAR@SAN ANTONIO 2/21-26/99
84193-APCA	02/08/99	JOHN DEERE CREDIT	\$3,390.82	\$3,390.82	PCT#2/ACCT#999994161/TRACTOR BACKHOE (PAYDEF)
84194-APCA	02/08/99	JUSTICES OF THE PEACE&CONSTA	\$70.00	\$35.00 \$35.00	JP#1-ARNOLD GRIMES, JP#1 DUES JP#2-LENA K ROEDER, JP#1 DUES
84195-APCA	02/08/99	JUVENILE LAW SECTION	\$175.00	\$175.00	CO CT-REGISTRATION/CHARLES L. STILL, COUNTY JUDGE
84196-APCA	02/08/99	KERNS BAKERY	\$122.25	\$48.00 \$45.00 \$29.25	CO JAIL-64 LOAVES OF BREAD CO JAIL-60 LOAVES OF BREAD CO JAIL-39 LOAVES OF BREAD
84197-APCA	02/08/99	KIRBY RESTAURANT SUPPLY	\$35.73	\$35.73	J CTR-ACCT#7009/SWING SPORT
84198-APCA	02/08/99	LEXIS LAW PUBLISHING	\$131.59	\$131.59	LAW LIB-ACCT#1894311/BALANCE ON ACCT (01/17/99 BILLING
84199-APCA	02/08/99	LINDA CARROLL, CSR/RPR	\$80.00	\$80.00	D CT-COURT REPORTING 02/01/99
84200-APCA	02/08/99	LINEBARGER HEARD GOGGAN BLAI	\$2,613.37	\$2,613.37	CO TAX-NOV'98 DELINQUENT TAX COLLECTED
84201-APCA	02/08/99	LONG MOTOR COMPANY, INC	\$438.00	\$438.00	CO JAIL-NEW VAN/RUNNING BOARD&LABOR
84202-APCA	02/08/99	LONGVIEW ASPHALT INC.	\$393.98	\$253.22 \$140.76	PCT#2-ACCT#221772/OIL DIRT(9.93 TON @ \$25.50 PCT#2-ACCT#221772/OIL DIRT(5.52 TON @ \$25.50)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

19 Feb 1999

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/08/99 thru 02/19/99

PAGE 8

Check # HC Date Vendor Check Amount Invoice Amt Invoice Descriptions

84223-APCA 02/08/99 PITNEY BOWES \$639 96 \$587 76 J. CTR-WASHERS; O-RINGS; WEDGES; TAPE
\$52 20 NON DEPT-ACCT#1288928/PARAGON EQUIP
12/30/98-1/30/99
NON DEPT-SEALER (E-7 SEAL) FOR MAIL PROCESSOR

84224-APCA 02/08/99 PRITCHETT WATER SUPPLY CORP. \$17.15 \$17.15 PCT#1-ACCT#1406/JAN 28/99 BILLING

84225-APCA 02/08/99 PRO-MED SYSTEMS \$271 80 \$271 80 CO S-CUST#UPSCOSHERIFF/FOLDERS; FREIGHT

84226-APCA 02/08/99 PROFESSIONAL FOOD SYSTEMS \$1,144 78 \$397 58 CO JAIL-CUST#17130/ASSORTED FOODS
\$747 20 CO JAIL-CUST#17130/ASSORTED FOODS

84227-APCA 02/08/99 PROTEL SYSTEMS INTERNATIONAL \$50 00 \$50 00 JUV PROR-ELECT SUR/LC 12/22-31/98

84228-APCA 02/08/99 QUILL CORPORATION \$171.22 \$95.91 SUP-ACCT#49034/OFFICE SUPPLIES
\$75 31 I C -COVERBIND THERMAL BINDING COVERS;
PAPERMATE OFFICE PEN(BLACK); SCOTCH
DISPENSER; HANGING FILE FRAMES(LETTER SIZE);
HANGING FILE FRAMES(LEGAL SIZE); STAMLEY
BOSTITCH STAPLER

84229-APCA 02/08/99 RICK JENKINS \$250 36 \$250 36 CCP-WIRE PU/LABOR TIR BRAKES

84230-APCA 02/08/99 RICK'S TIRE SERVICE \$205.00 \$55 00 PCT#1-SERV. CALL; 3 FLAT REPAIR
\$25 00 PCT#4-SERVICE CALL; FLAT REPAIR
\$35 00 PCT#3-SERV. CALL; FLAT REPAIR; BOOT
\$90 00 PCT#1-SERV. CALL; 4 TIRE MOUNTS

84231-APCA 02/08/99 RID-X TERMITE & PEST CONTROL \$40.00 \$40.00 CO. BLDGS-TREAT FOR SPIDERS & ANTS

84232-APCA 02/08/99 ROW ACQUISITION SERVICES, IN \$1,500.00 \$1,500.00 R. D. W-FM1845/PARCEL #32A, 32B, 34E

84233-APCA 02/08/99 SCOTT-MERRIMAN, INC \$627 16 \$457 72 JP#2-RECORD BINDERS; SHIPPING
\$149 44 JP#1-CUST#UP017/JUST CIVIL DOCKET; SHIPPING

84234-APCA 02/08/99 SHARON WATER SUPPLY CORP. \$15.63 \$15.63 PCT#4-ACCT#00001133/SERV. 12/17/98-1/14/99

84235-APCA 02/08/99 SHESHUNOFF INFORMATION \$277.95 \$277 95 COMM CT-CUST#927869602/ST&LOCAL GOVT BUDGET
PRACTICES HANDBK

84236-APCA 02/08/99 SOLUTIONS 2000, INC. \$265 00 \$85 00 SUP/REGISTRATION/CHRIS BROWN/BEAUMONT 1/99
\$180 00 SUP-REGISTRATION/JOHN SPIVEY 3/8-9/99

84237-APCA 02/08/99 SPRINT \$5.05 \$5 05 TELE COMM-CUST#131782320/JAN 19/99 BILLING

84238-APCA 02/08/99 STAR BOOK SALES \$257 18 \$257 18 CO LIB-20 BOOKS

84239-APCA 02/08/99 STINNETT GLASS & MIRROR CO \$13 95 \$13 95 PCT#2-TRUCK SIDE MIRROR

84240-APCA 02/08/99 SUSAN RICHEY \$217 07 \$217 07 CO EXT-REIMBURSE/564#1@ 315ea. MATERIALS 1/99

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

19 Feb 1999

THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 02/08/99 thru 02/19/99

PAGE 9

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
84241-APCA	02/08/99	SYSCO FOOD SYSTEMS, INC.	\$1,623.60	\$423.40 \$368.74 \$631.44	CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS CO. JAIL-CUST#288639/ASSORTED FOODS
84242-APCA	02/08/99	TACNEWS	\$200.00	\$200.00	NON DEPT-#2300/TAC NEWS 1999
84243-APCA	02/08/99	TEECO SAFETY, INC	\$24.88	\$24.88	CO. S-CUST#UPSHUR/LAMPS; FREIGHT
84244-APCA	02/08/99	TEFTELLER & PELAIJA	\$350.00	\$350.00	D. CT-#10.431/ANDY ROSS
84245-APCA	02/08/99	TEXAS MUNICIPAL COURT-	\$34.00	\$34.00	JP#2-(1)YR SUBSCRIPTION
84246-APCA	02/08/99	THE LIBRARY STORE, INC.	\$477.92	\$477.92	CO. LIB-CATALOG CARDS; BOOK CARDS; BOOK POCKETS; 2" BOOK TAPE; 3" BOOK TAPE; SPINE LABELS; 10" BOOK JACKET COVERS; 12" BOOK JACKET COVERS; FILM FIBRE TAPE
84247-APCA	02/08/99	THE RELIABLE CORPORATION	\$130.99	\$3.48 \$127.51	IC-CUST#78998646/CORRECT PENS I. C. -EXPANDING FILE FOLDERS; PAPER CLIP CADDY; STAPLE REMOVER; PRINTRONIX RIBBONS; HANDLING
84248-APCA	02/08/99	TIM CONE	\$22.48	\$22.48	D. A-REIMBURSE/72#18 315#(TYLER, TUCKER CASE)
84249-APCA	02/08/99	TOOTS ARMY NAVY STORE	\$51.46	\$51.46	JUV. PROB-BOOT CAMP UNIFORMS
84250-APCA	02/08/99	UNIVERSITY OF TEXAS HEALTH	\$3,772.19	\$3,772.19	CO. JAIL-JAMES BIRCHER#1996443/09/0198 SERVICES
84251-APCA	02/08/99	UPSHUR COUNTY ADULT PROBATIO	\$11.00	\$11.00	JUV. PROB-DEC '98 VA CHRQ.
84252-APCA	02/08/99	UPSHUR COUNTY COMMUNITY SCHO	\$120.00	\$120.00	JUV. PROB-BOOT CAMP BREAKFAST
84253-APCA	02/08/99	UPSHUR-RURAL ELECTRIC COOP ,	\$164.23	\$74.59 \$81.97 \$7.67	PCT#3-ACCT#902475306/JAN 29/99 BILLING PCT#1-ACCT#31885226/FEB 2'99 BILLING WASTE-ACCT#10793251/FEB 3'99 BILLING
84254-APCA	02/08/99	VAN ZANDT COUNTY	\$300.00	\$300.00	ISP-DEC '98 DETENTION
84255-APCA	02/08/99	VARNADO FEED SERVICE	\$84.95	\$84.95	PCT#3-BURLAP COVER
84256-APCA	02/08/99	VITAL SIGNS	\$250.00	\$250.00	DA-DECALS
84257-APCA	02/08/99	M. W. GRAINGER, INC	\$11.29	\$11.29	CO. JAIL-ACCT#A36827099177/ELEMENTS
84258-APCA	02/08/99	WAL-MART #146	\$57.61	\$57.61	DA-GLORINDA ARMOUR/HOT CHECK REST
84259-APCA	02/08/99	WALMART STORE #146	\$80.22	\$5.00 \$9.52 \$22.99 \$42.71	SUP--INV#5461383/SUPPLIES CO S-ACCT#188/PHOTO PROCESSING D. JUDGE-ACCT#188/CALCULATOR, CUPS, TEA, COFFEE SUP&CCP--INV#591336; 5591439; 5591328

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/08/99 thru 02/19/99

VOL. 22 PG 272

FORM 1000

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
84260-APCA	02/08/99	WEST SIDE FURNITURE	\$143 27	\$84 37 \$32 90 \$26.00	PCT#2-SAW CHAINS (4); FILES; BOLTS; GASKET PCT#2-SAW CHAINS (2) S
84261-APCA	02/08/99	WHITE SWAN, NORTH	\$1,178 36	\$425 87 \$766.76 \$14 27cr	CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/SHORTED ON BEANS
84262-APCA	02/08/99	WHOLESALE SUPPLY COMPANY	\$377 95	\$377.95	JP#2-TELEPHONES (3-LINE SPEAKERPHONE); OKIDATA 321 PRINTER RIBBONS; OKIDATA 591 PRINTER RIBBONS; SHIPPING
84263-APCA	02/08/99	YAZELL CHEVROLET-OLDS, INC.	\$32 07	\$32.07	911-CUST#2608/REPAIR BRAKE LIGHTS
84264-APCA	02/08/99	YOUNG'S HEATING & AIR	\$90 00	\$90 00	CO LIB-REPAIR HEATING UNIT
84265-APCA	HC 02/08/99	FIRST NATIONAL BANK GILMER	\$400,000 00	\$400,000 00	CD#29785 PURCHASED@5.89%(365days)TO MATURE 2/8/2000
84266-APCA	HC 02/10/99	FIRST NATIONAL BANK OF GILME	\$180,219 72	\$180,219 72	CD#29654 PURCHASED@5.05%(30days)TO MATURE 3/12/99
84267-APCA	HC 02/10/99	41th ANNUAL CO JUDGES&COMMIS	\$130 00	\$130 00	COMM CT-REGISTRATION/RUSSELL GREEN, COMM#4
84268-APCA	HC 02/10/99	GARY R TRAYLOR & ASSOCIATES	\$1,000 00	\$1,000 00	DIANA WATER-PROJECT#717801/JAN. 1-31'99 #15
84269-APCA	HC 02/11/99	FIRST NATIONAL BANK GILMER	\$382,393 75	\$382,393 75	DEBT SERVICE-'97 C O 'S PAYMENT; '97 REFUNDING BONDS 2/15/99
84304-APCA	HC 02/12/99	FIRST NATIONAL BANK GILMER	\$200,000 00	\$200,000 00	CD#29660 PURCHASED@5.05%(122days)to mature 6/14/99
84305-APCA	HC 02/17/99	TAC PROPERTY&CASUALTY	\$4,869 00	\$4,869 00	NON DEPT-#2300/ADDED PROPERTY COVERAGE 10/1/98-10/1/99
84306-APCA	HC 02/18/99	UPSHUR COUNTY SHERIFF DEPT.	\$500 00	\$500 00	CO S-FUND 13/INVESTIGATIVE
84310-APCA	02/19/99	FIRST NATIONAL BANK GILMER	\$425,000 00	\$475,000 00 \$150,000 00	CD#29808 PURCHASED@5.10%(7days)TO MATURE 2/26/99 CD#29809 PURCHASED@5.10%(171days)TO MATURE 8/9/99
84311-APCA	02/19/99	GENERAL TELEPHONE COMPANY	\$213 86	\$213 86	TELE COMM-#636-4328/JP#3 PHONE HOOK-UP
84312-APCA	02/19/99	VALU-LINE	\$755 43	\$755 43	TELE COMM-ACCT#9087390/FEB 1'99 BILLING
Total for APCA - Accounts Payable Clearing Account			\$1,941,750.36		

Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 02/08/99 thru 02/19/99

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
1226-FNB. 125	02/08/99	BARBARA PRICE	\$208.00	\$208.00	125 UNREIMBURSED MEDICAL
1229-FNB. 125	02/08/99	CAROLYN PERRY	\$79.00	\$79.00	125 UNREIMBURSED MEDICAL
1230-FNB. 125	02/08/99	EMMA SMITH	\$58.00	\$58.00	125 UNREIMBURSED MEDICAL
1231-FNB. 125	02/08/99	GERALD JOHNSON	\$83.40	\$83.40	125 UNREIMBURSED MEDICAL
1232-FNB. 125	02/08/99	JERRY MOORE	\$196.62	\$196.62	125 UNREIMBURSED MEDICAL
1233-FNB. 125	02/08/99	KAREN EAST	\$188.34	\$188.34	125 UNREIMBURSED MEDICAL
1234-FNB. 125	02/08/99	LINDA TUEL	\$99.66	\$99.66	125 UNREIMBURSED MEDICAL
1235-FNB. 125	02/08/99	MIKE SMITH	\$304.72	\$304.72	125 UNREIMBURSED MEDICAL
1236-FNB. 125	02/08/99	PAM EDGE	\$327.85	\$327.85	125 UNREIMBURSED MEDICAL
Total for FNB. 125 - IRC/125 PLAN			\$1,545.59		

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/08/99 thru 02/19/99

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
4357-FNB. AR	CLE HC 02/11/99	JOHN WOLCOTT, MD	\$33 00	\$33 00	F. HELPENSTILL-MEDICAL
4358-FNB. AR	CLE HC 02/11/99	EAST TEXAS MEDICAL CENTER	\$344.23	\$344.23	S. HOLLINGSWORTH
4359-FNB. AR	CLE HC 02/11/99	EAST TEXAS MEDICAL CENTER	\$215 68	\$215 68	S. HOLLINGSWORTH-MEDICAL
4360-FNB. AR	CLE HC 02/11/99	EUGENE R FOSTER, MD	\$164 40	\$164 40	D JEFFERY-MEDICAL
4361-FNB. AR	CLE HC 02/11/99	WILLIAM H. CHAMBERS, MD	\$123 35	\$123 35	C. JONES-MEDICAL
4362-FNB. AR	CLE HC 02/11/99	EAST TEXAS MEDICAL CENTER	\$13,139 33	\$13,139 33	O. LINDSEY-MEDICAL
4363-FNB. AR	CLE HC 02/11/99	DOUGLAS DUNCAN MD	\$51.50	\$51.50	W MCCAY-MEDICAL
4364-FNB. AR	CLE HC 02/11/99	GEORGE A FULLER, III, DO	\$15.00	\$15 00	K PHILLIPS-MEDICAL
4365-FNB. AR	CLE HC 02/11/99	LEWIS R. KING, MD	\$20.00	\$20.00	W PREUNINGER-MEDICAL
4366-FNB. AR	CLE HC 02/11/99	STEPHEN LEE WOMACK	\$29 00	\$29 00	C. PREUNINGER-MEDICAL
4367-FNB. AR	CLE HC 02/11/99	DAVID W. BULLER, MD	\$29 00	\$29 00	C. ROBERTSON-MEDICAL
4368-FNB. AR	CLE HC 02/11/99	HENDERSON MEMORIAL HOSPITAL	\$4,272 23	\$4,272.23	E SHEPPERD-MEDICAL
4369-FNB. AR	CLE HC 02/11/99	W MIKE MCCRADY MD	\$235 80	\$235.80	E. SHEPPERD-MEDICAL
4370-FNB. AR	CLE HC 02/11/99	WILLIAM H TORRES II MD	\$675 00	\$675.00	E SHEPPERD-MEDICAL
4371-FNB. AR	CLE HC 02/11/99	WALTER HOWARD, MD	\$66 13	\$66.13	E SHEPPERD-MEDICAL
4372-FNB. AR	CLE HC 02/11/99	WILLIAM H TORRES II MD	\$191.85	\$191 85	E SHEPPERD-MEDICAL
4373-FNB. AR	CLE HC 02/11/99	J. BENJAMIN MACK MD	\$85 47	\$85 47	E SHEPPERD-MEDICAL

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 02/08/99 thru 02/19/99

PAGE 14

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VOL

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
944-FNB INS	HC 02/12/99	HEALTHFIRST TPA	\$18,186.92	\$18,186.92	GROUP UPS01 MONTHLY COSTS 2/99
945-FNB INS	HC 02/19/99	UPSHUR COUNTY INSURANCE CLEA	\$41,136.01	\$41,136.01	021199-UP PAYMENT REGISTER
946-FNB INS	HC 02/19/99	MANAGED PHARMACY BENEFITS, I	\$5,120.60	\$5,120.60	GR0UR#80096: 2/4/99 PAYMENT REGISTER
947-FNB INS	HC 02/19/99	FIRST NATIONAL BANK	\$70,000.00	\$70,000.00	CD#29810 PURCHASED@5.10%(28days)TD MATURE 3/19/99
Total for FNB INS - INSURANCE			\$134,443.53		
Grand Total			\$2,118,875.49		

223 records listed.

Charles L. Still
COUNTY JUDGE, CHARLES STILL

Gaddis Lindsey
COMMISSIONER PCT#1, GADDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

Rick Jackson
COMMISSIONER PCT#3, RICK JACKSON

Russell Green Jr
COMMISSIONER PCT#4, RUSSELL GREEN JR

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 11:19
UPSHUR COUNTY, TX
DEPUTY

VOL-52 PG 982 UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2-8-99 Dept 613/Pct#3

Employee Gerald McCallum

Social Security No. _____ Emp. ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	#12, 11	
	Rate	# 855/HR	
	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		Resignment
	Layoff		Discharged
	Leave-of-Absence		Other

Comments: Quasi Part-time

Authorized by: [Signature]

Approved by: _____ Date: 10/2/99

FILED
 REX A. SHAW
 COUNTY CLERK
 99 FEB 22 AM 10:30
 UPSHUR COUNTY, VA

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2-1-99 Dept. 911
 Employee Barbara A. Adcock
 Social Security No. 432-33-2835 Emp. ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	part time	8-11
	Rate	5.15 hr	\$1300 mo.
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments: going Regular
salvaged Employee

FILED
 REX A. SHAW
 COUNTY CLERK
 99 FEB 22 AM 10:50
 UPSHUR COUNTY, TX
 DEPUTY

Authorized by: Nona Haggard
 Approved by: _____ Date: 2-17-99

BLAZER RESOURCES, INC

P O Box 101
Leesburg, TX 75451
(903)856-2733

January 11, 1999

Upshur County
Attn: Gaddis Lindsey
Upshur County Auditor
P O Box 730
Gilmer, TX 75644

RE. **REQUEST FOR BID** Road Oil - 1999

Dear Sirs:

Please be advised that Blazer Resources, Inc would like to request the opportunity to bid on the item referenced above.

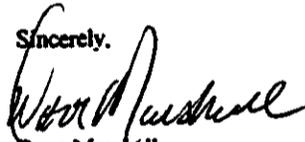
1999 Prices for Asphalt Base Crude Oil

	Precinct 1	Precinct 2	Precinct 3	Precinct 4
Delivered	16.50/bbl	16.50/bbl	16.50/bbl	16.50/bbl
Picked Up at Yard	15.75/bbl	15.75/bbl	15.75/bbl	15.75/bbl

NOTE: All prices are subject to change.

We sincerely appreciate the invitation to bid and look forward to the opportunity to serve Upshur County.

Sincerely,



Dave Marshall
Blazer Resources, Inc

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 10:50
UPSHUR COUNTY, TX
BY _____ DEPUTY

BLAZER RESOURCES, INC.
P. O. Box 101
Leesburg, TX 75451
(903) 856-2733

NUMBER OF PAGES (INCLUDING THIS SHEET) 1

DATE: 2-17-99

TO: Gaddis Lindsey

ATTENTION: _____

FAX NUMBER: 903-843-3478

FROM: DAVE MARSHALL

BLAZER RESOURCES, INC.
P. O. BOX 101
LEESBURG, TX 75451

FAX NUMBER: (903) 856-0900

IF YOU HAVE ANY PROBLEMS IN RECEIVING THIS TRANSMISSION
PLEASE CALL (903) 856-2733

COMMENTS: *Specifications for Asphalt Base Crude Oil*

** Minimum Asphalt Content @ 100 Penetration
@ 77F, is 65%*

*Please let us know if you need additional
information.*

Sincerely,

DAVE MARSHALL

VOL 52 PG 986

BID

BLAZER RESOURCES, INC.
P.O. BOX 101
LEESBURG, TEXAS 75451

UPSHUR COUNTY AUDITOR
ATTENTION: GADDIS LINDSEY
P. O. BOX 730
GILMER, TX 75644

75644-0730



ROADWAY OIL COMPANY, INC.

ROAD OIL AND READY MIX

P. O. BOX 203

WINNSBORO, TX. 75404

~~214-396-9989~~

(903) 342-5336

February 4, 1999

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

Gentlemen:

We are submitting our bid for crude oil to be used on county roads at \$13.45 delivered to any precinct of the county.

This is based on today's posted oil price and would be adjusted upwardly or downwardly according to market conditions.

We appreciate the opportunity to place our bid and thank you for your past business.

Yours truly,

ROADWAY OIL COMPANY, INC.


Roy Hunt

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 10:51
UPSHUR COUNTY, TX.
BY _____
DEPUTY

AFFIDAVIT TO UPSHUR COUNTY

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

NAME OF BIDDER Roadway Oil Company, Inc.

SIGNED *Roy Hunt* Pres. TITLE

ADDRESS P. O. Box 203, Winnsboro, Texas 75494

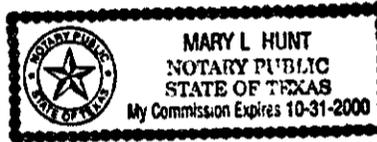
TELEPHONE NUMBER (903) 342-5336 DATE- February 3, 1999

AFFIDAVIT

STATE OF TEXAS
COUNTY OF WOOD

Before me the undersigned authority of this the 3rd day of February, 1999, personally appeared ROY HUNT who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

Mary L. Hunt



VOL. 52 PG 989

ROADWAY OIL COMPANY, INC.
ROAD OIL AND READY MIX
P.O. BOX 288
WINNSBORO, TX. 75444

Bid: Crude Road 011
Opening: Feb. 8, 1999

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

UPSHUR COUNTY
ROAD & BRIDGE

REGULAR GASOLINE
(87 octane -delivered)

DIESEL FUEL
(delivered)

\$.68⁵² Per Gallon

\$.66⁸⁷ Per Gallon

INCLUDES STATE TAX

INCLUDES STATE TAX.

*Include all applicable tax in your price per gallon.

Please check the appropriate box below:

- Firm Bid
- Escalation Bid Price
Specify Intervals
AS MARKET PRICE CHANGES

Company GREEN OIL CO., INC.

Address P.O. BOX 747

City BIG SANDY State TX. Zip 75755

Telephone Number 903/636-4359

FILED
 REY A. SHAW
 COUNTY CLERK
 99 FEB 22 AM 10:50
 UPSHUR COUNTY, TX
 BY _____
 DEPUTY

Memorandum

To: County Judge and Commissioners
From: Pam Long
Date: 02/19/99
Re: Award of contract

In commissioner's court on February 8, 1999, bids were opened for road oil, gas and diesel.

Bids were received for road oil from two bidders.
Bids were received for gasoline and diesel from only one bidder. However, the notice to bidders did not provide enough information regarding gasoline and diesel as to whether we were seeking pump price or delivered and we did not specify whether we wanted a firm bid or an escalation bid price. Therefore, I request that all bids on gasoline and diesel be rejected and a new notice to bidders be published. This new notice to bidders should request bids for the following:

- pump and delivered prices for regular grade gasoline
- pump and delivered prices for plus grade gasoline
- delivered price for diesel

These bids shall be escalation bid prices that rise and fall with the market price.

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 10:50
UPSHUR COUNTY, TX
BY _____
DEPUTY

[Faint, illegible text in a rectangular box]

Appointments to Upshur County Historical Commission for the _____ term.

1. Chairman Starnes, Bill
Address 101 Tyler Street
City Gilmer, Zip 75644
Phone (903) 843-2631

2. Member Anderson, Eva
Address Rte. 7 Box 141
City Gilmer, Zip 75644
Phone (903) 734-7206

3. Member Arnold, Cal
Address Rte. 2 Box 2032
City Gilmer, Zip 75644
Phone (903) 797-2099

4. Member Arnold, Wayne
Address Rte. 2 Box 2032
City Gilmer, Zip 75644
Phone (903) 797-2099

5. Member Baker, Janet
Address Rte. 7 Box 123
City Gilmer, Zip 75644
Phone (903) 843-2631

6. Member Beavers, Lula Mae
Address Rte. 8 Box 553
City Gilmer, Zip 75644
Phone (903) 734-5402

7. Member Bonebrake, Fayrene
Address Rte. 4 Box 550
City Gilmer, Zip 75644
Phone (903) 725-5207

8. Member Bowie, Linzy
Address P. O. Box 617
City Big Sandy, Zip 75755
Phone (903) 636-4579

9. Member Brookshire, Henry
Address P. O. Box 397
City Ore City, Zip 75683
Phone (903) 968-6518

10. Member Carroll, Virginia
Address 728 Park Street
City Gilmer, Zip 75644
Phone (903) 843-2482

11. Member Childress, Lena
Address 1100 Dogwood
City Gilmer, Zip 75644
Phone (903) 843-2357

12. Member Cline, Jim
Address 303 Warren Avenue
City Gilmer, Zip 75644
Phone (903) 843-2882

13. Member Cline, Sylvia
Address 303 Warren Avenue
City Gilmer, Zip 75644
Phone (903) 843-2882

14. Member Crow, Dr. Louise
Address 1800 Briarwood Street
City Gilmer, Zip 75644
Phone (903) 843-5477

15. Member Crow, LaVelle
Address Rte. 11 Box 11382
City Gilmer, Zip 75644
Phone (903) 797-2552

16. Member Davidson, Mary Lou
Address Rte. 3 box 746
City Gilmer, Zip 75644
Phone (903) 734-4931

County Judge, Presiding Officer
Commissions Court
Date _____

Please return to:
Texas Historical Commission
P. O. Box 12278
Austin, Texas 78711

FILED
REX A. SHAW
COUNTY CLERK
FEB 22, 1982 10:52
UPSHUR COUNTY, TX

Upshur County Historical Commission

17. Member Davis, Andy
 Address 202 Henderson Street
 City Gilmer, Zip 75644
 Phone (903) 843-5763

18. Member Dodd, Mary John
 Address Rte. 4 Box 310
 City Gilmer, Zip 75644
 Phone (903) 734-6797

19. Member Duke, Connie
 Address 1425 Frost Street
 City Gilmer, Zip 75644
 Phone (903) 843-3652

20. Member Dumas, Sara
 Address 221 Buffalo Street
 City Gilmer, Zip 75644
 Phone (903) 843-5035

21. Member Fluellen, Barbara Moore
 Address Rte. 6 Box 733
 City Gilmer, Zip 75644
 Phone (903) 843-3021 Ext. 112

22. Member Fluellen, Bennie
 Address P. O. Box 1150
 City Gilmer, Zip 75644
 Phone (903) 843-3539

23. Member Fluellen, Lewis
 Address Rte. 6 Box 733
 City Gilmer, Zip 75644
 Phone (903) 762-6626

24. Member Fruge, Hasseltine
 Address P. O. Box 117
 City Ore City, Zip 75683
 Phone (903) 968-2300

25. Member Gipson, Rickie
 Address P. O. Box 1192
 City Gilmer, Zip 75644
 Phone (903) 843-3883

26. Member Greene, Sarah L.
 Address P. O. Box 250
 City Gilmer, Zip 75644
 Phone (903) 843-2503

27. Member Harrison, Mildred
 Address P. O. Box 188
 City Ore City, Zip 75683
 Phone (903) 968-4520

28. Member Hinson, Dr. Oneta
 Address P. O. Box 490
 City Gilmer, Zip 75644
 Phone (903) 725-6319

29. Member Hudgins, Mary Ann
 Address 601 Bledsoe Street
 City Gilmer, Zip 75644
 Phone (903) 843-2353

30. Member Kirby, Mary L.
 Address 502 Pecan Street
 City Gilmer, Zip 75644
 Phone (903) 843-2819

31. Member Lindley, Frankie
 Address P. O. Box 297
 City Gilmer, Zip 75644
 Phone (903) 843-3179

32. Member Lindsey, Faye
 Address 803 Montgomery
 City Gilmer, Zip 75644
 Phone (903) 843-2848

33. Member Loyd, Larry
 Address 202 S. Wood Street
 City Gilmer, Zip 75644
 Phone (903) 843-2787

34. Member Marshall, Mitch
 Address 400 W. Scott Street
 City Gilmer, Zip 75644
 Phone (903) 843-3583

Upshur County Historical Commission

35. Member Nelms, Juanita
Address 1008 Ruby Street
City Gilmer Zip 75644
Phone (903) 843-2665

36. Member Patterson, Amy
Address 1809 Azalea Street
City Gilmer Zip 75644
Phone (903) 843-3698

37. Member Patterson, James C.
Address Rte 11 Box 11969
City Gilmer Zip 75644
Phone (903) 762-2336

38. Member Potter, Daisy
Address P. O. Box 1174
City Gilmer Zip 75644
Phone (903) 843-4320

39. Member Slocum, Betty
Address 1207 Dogwood Street
City Gilmer Zip 75644
Phone (903) 843-5166

40. Member Stenbridge, Runelle (Sec.)
Address 711 Pine Street
City Gilmer Zip 75644
Phone (903) 843-3295

41. Member Tomlin, Norma
Address P. O. Box 605
City Gilmer Zip 75644
Phone (903) 843-5672

42. Member Turner, Blanche
Address P. O. Box 1144
City Gilmer Zip 75644
Phone (903) 734-7672

43. Member
Address
City Zip
Phone

44. Member
Address
City Zip
Phone

45. Member
Address
City Zip
Phone

46. Member
Address
City Zip
Phone

47. Member
Address
City Zip
Phone

48. Member
Address
City Zip
Phone

49. Member
Address
City Zip
Phone

50. Member
Address
City Zip
Phone

51. Member
Address
City Zip
Phone

52. Member
Address
City Zip
Phone



Area Chamber
of Commerce

VOL. 52 PG 995

407 North Broadway

Tyler, Texas 75702

903.592.1661

Fax 903.593.2746

<http://www.tylertexas.com>

January 12, 1999

Charles Alstill
Upshur County Judge
P O Box 790
Gilmer, TX 75644

Dear Judge Alstill:

As you may be aware, the proposed outer loop (Loop 49) project is moving at a more rapid pace with a potential for construction to start within 3-4 years. Surrounding cities have been supportive of our efforts in the past and have provided a letter to that effect (see attached). We would appreciate it if you would provide a similar letter so we can prepare for our next presentation in front of Texas Department of Transportation in Austin in April, 1999.

To date, final corridor selection has been made and the environmental impact statement has been completed. However, we still need to compete for state funds. The more we can demonstrate regional support for Loop 49 as a bypass around Tyler, the more competitive we will be.

Please forward two signed copies of your letter by February 14, 1999 to:
Tyler Area Chamber of Commerce
P. O. Box 2004
Tyler, TX 75710

Sincerely,

Tyler Area Chamber of Commerce

Thomas G. Mullins, CED
President/CEO

/km

Enclosure

cc: Rohn Boone, Chairman of the Board, TACC
Tom Fitzgerald, Chairman, TACC Transportation Committee

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 10:52
UPSHUR COUNTY, TX
DEPT. 11



CHARLES L. STILL
COUNTY JUDGE
P. O. BOX 790
GILMER, TEXAS 75644

2-22-99

Texas Department of Transportation
125 East 11th Street
Austin, Tx. 78701

Dear Sirs:

I have most heartily supported the idea of constructing an Outer Loop for the Tyler vicinity in the past, and I will continue to support the concept in the future. In hearing about the project, I have come to feel that such a loop could only have a positive impact on our economy and eventually lead to a better Smith County.

I realize a project of this magnitude involves years of planning in order to get it off the drawing boards and into reality. I also realize that those persons who have been involved in that process, know far better than I the best routing and configuration of the Outer Loop roadway for our present and future needs.

Again, please count me among those who strongly support the concept of Outer Loop 49.

Charles L. Still
County Judge

[Signature]
Commissioner Pct. 3

Gaddis Lindsey
Commissioner Pct. 1

[Signature]
Commissioner Pct. 4

Tommy Stanley
Commissioner Pct. 2

Rex A. Shaw
Attest: Rex A. Shaw, County Clerk



The Poison Experts

Texas Poison Center Network

February 1, 1999

Judge Charles L. Still
P.O. Box 730
Gilmer, TX 75644

Dear Judge Charles L. Still:

March 21-27, 1999 marks the 37th annual observance of Poison Prevention Week. This time is used to encourage our citizens to learn more about the dangers of accidental poisonings and to take more preventive measures.

On behalf of the North Texas Poison Center I am requesting that March 21-27, 1999 be proclaimed as "Poison Prevention Week" in Upshur County. Enclosed is a suggested proclamation.

Please have the proclamation sent to the following address:

Mike Yudzky
North Texas Poison Center
5201 Harry Hines Blvd.
P.O. Box 35926
Dallas, TX 75235

If you have any questions, please call me at 214-589-0915.

Sincerely,

Mike Yudzky Agenda for -
2-22-99

Mike Yudzky
Public Health Educator

Enclosure

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 10:52
UPSHUR COUNTY, TX
BY _____
DEPUTY

A PROCLAMATION

Whereas, our society has become increasingly dependent on household chemicals to perform labor-saving, time-saving miracles; and on medicine to provide health-giving, life-sustaining benefits;

Whereas, these products, when not used as intended or directed, may be hazardous, particularly if children gain access to them;

Whereas, over the past 37 years, the nation has been observing Poison Prevention Week to call attention to these hazards and how proper handling and disposal of these substances and proper use of safety packaging can help eliminate them;

Whereas, the efforts of our community organizations, complemented by the efforts of the North Texas Poison Center have reduced childhood poisonings in Upshur County, Texas.

Whereas, the North Texas Poison Center, a regional poison center, located at Parkland Health and Hospital System, provides the ultimate in human service programming, immediate, accessible emergency information to safe lives of victims of poison-related emergencies, and;

Whereas, these programs must continue as long as even one child swallows a household product or medicine by mistake.

Now, Therefore, I, Charles L. Still, Judge of Upshur County, do hereby proclaim the week of March 21-27, 1999, as Poison Prevention Week in this County. Further, I direct the appropriate agencies in our local government to continue their cooperation with concerned citizens and community organizations, including our schools, to develop programs which will alert our people to the continued danger of misusing medicines and household products and to promote effective safeguards against accidental poisonings among young children.

Charles L. Still
County Judge

[Signature]
Commissioner Pct. 3

Gaddis Lindsey
Commissioner Pct. 1

[Signature]
Commissioner Pct. 4

Tommy Stanley
Commissioner Pct. 2

Rex A. Shaw
Attest: Rex A. Shaw, Judge





February 10, 1999

The Honorable Charles Still - Upshur County Judge, and the
The Upshur County Commissioner's Court
P.O. Box 790
Gilmer, Texas 75664

RE: ROOF AND ROOF RELATED PROBLEMS WITH THE JAIL ADDITION

Gentlemen:

We have made physical observations of the roof on the above referenced project and have found that the installation, workmanship, techniques and many of the components utilized do not meet the requirements of the construction documents as prepared by McDonald Architects, Inc. and the requirements of the material manufacturer.

In addition, we have also noted other work on the interior that is a result of water damage due to roof leaks. Many of these problems will continue to lead to future problems, especially in regards to electrical components damaged by water.

We have assembled examples of our findings in the form of color photographs and drawings titled **"EXHIBIT 1" THROUGH "EXHIBIT 27"**.

We hope these will aid in getting this matter resolved.

If you have any questions, please call.

Sincerely,

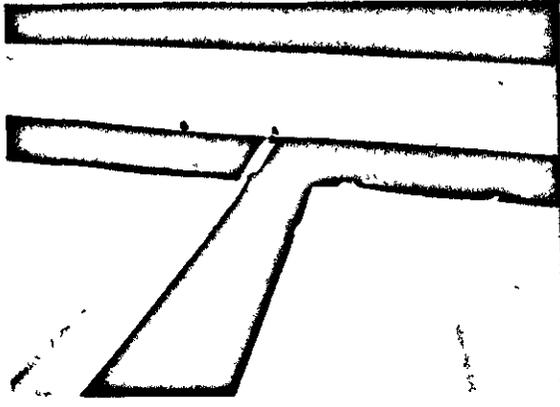

J. Lamarr McDonald, AIA
President / Architect
McDonald Architects, Inc



JLM/sr

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 10:52
UPSHUR COUNTY, TX.
BY _____
DEPUTY

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



GAPS AT RUBBER CLOSURE BLOCK AT RIDGE CAP.

GAPS AT METAL RETAINER TRIM BELOW RIDGE CAP.

FASTENERS SHOULD NOT ANCHOR INTO ROOF PANEL SEAM; FACTORY DETAIL SHOWS RIDGE CAP ANCHORING TO "Z" FLASHING ONLY AND WARNS AGAINST FASTENING INTO ROOF PANEL SEAM.

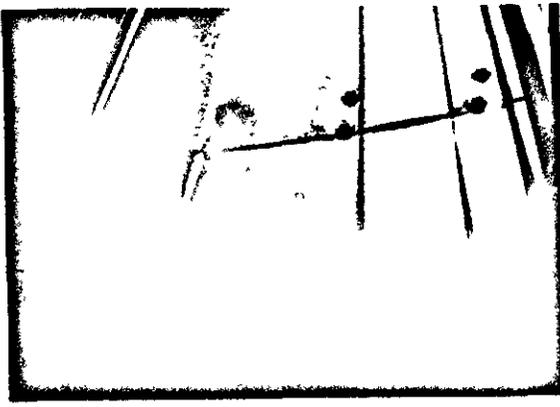


GAPS IN GUTTERS.

GUTTERS SLOPED AWAY FROM DOWN SPOUT.

GUTTERS HOLD WATER

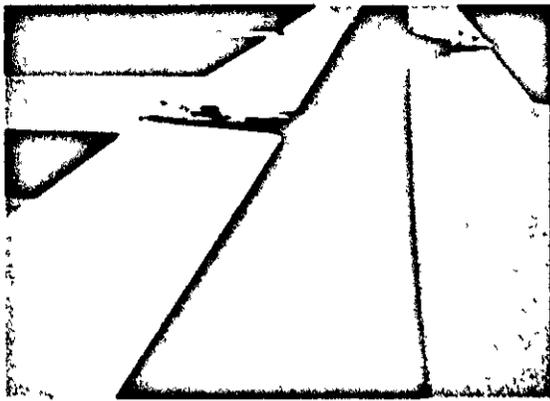
FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 10:53
UPSHUR COUNTY, TX.
BY _____
DEPUTY



GAPS AT END JOINTS AND ROOF PANEL OVERLAPS

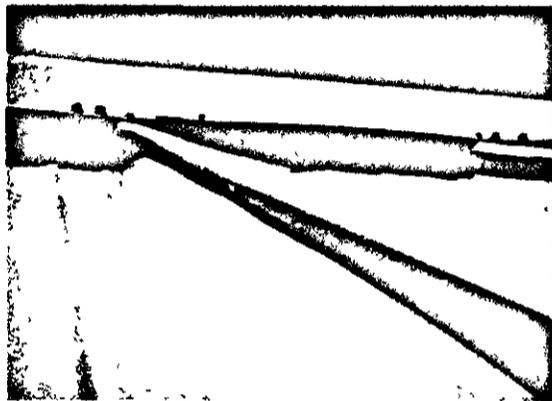
NO EVIDENCE OF FACTORY RECOMMENDED WEBBED MASTIC SEALER.

**UPSHUR ROOF
EXHIBIT 1**



NO EVIDENCE OF SEALANT WITHIN JOINT AT RAKE TRIM / PARAPET CAP.

SCREWS ATTACHED THROUGH PANEL SEAMS AND NOT THROUGH "Z" TRIM AS FACTORY RECOMMENDS.



LARGE GAPS AT RUBBER CLOSURE BLOCK AT RIDGE CAP.

GAPS AT METAL RETAINER TRIM BELOW RIDGE CAP.

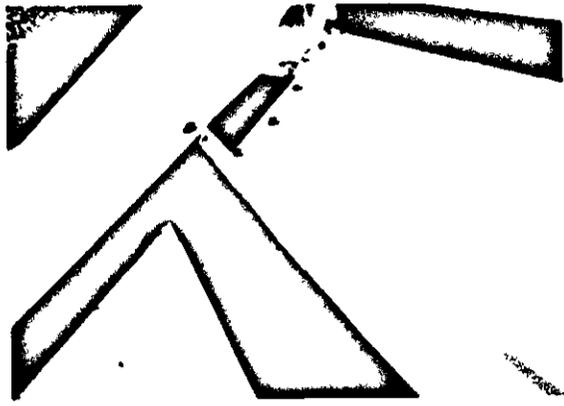
FASTENERS SHOULD NOT ANCHOR INTO ROOF PANEL SEAM; FACTORY DETAIL SHOWS RIDGE CAP ANCHORING TO "Z" FLASHING ONLY AND WARNS AGAINST FASTENING INTO ROOF PANEL SEAM.



HOLES IN ROOF PANEL SEAMS.

FASTENERS SHOULD NOT ANCHOR INTO ROOF PANEL SEAM; FACTORY DETAIL SHOWS RIDGE CAP ANCHORING TO "Z" FLASHING ONLY AND WARNS AGAINST FASTENING INTO ROOF PANEL SEAM.

**UPSHUR ROOF
EXHIBIT 2**



FASTENERS SHOULD NOT ANCHOR INTO ROOF PANEL SEAM; FACTORY DETAIL SHOWS RIDGE CAP ANCHORING TO "Z" FLASHING ONLY AND WARNS AGAINST FASTENING INTO ROOF PANEL SEAM.

FASTENERS SHOULD NOT BE UPPER PORTION OF ROOF PANEL CORRUGATION.

FLASHING SYSTEM UTILIZED AT THIS AREA DETAINS WATER FLOW

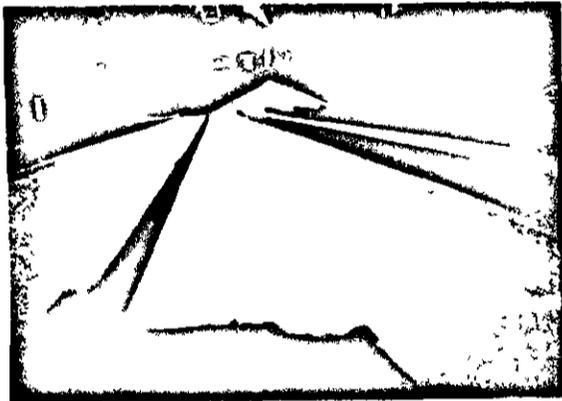


GAP AT PARAPET FLASHINGS.

CONCEALED HOOK STRIP MISSING.

FLASHING NOT CONSTRUCTED ACCORDING TO SPECIFICATIONS.

- BACKER PLATE AND SEALANT.
- CONTINUOUS HOOK STRIP



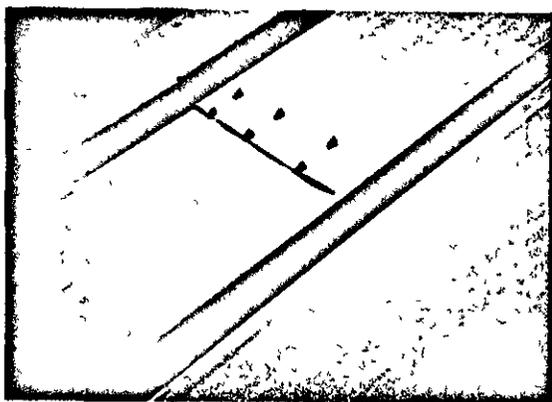
PANEL SEAMS CROOKED AND DAMAGED.

MANY PANELS BOWED OR CONCAVED.

**UPSHUR ROOF
EXHIBIT 3**



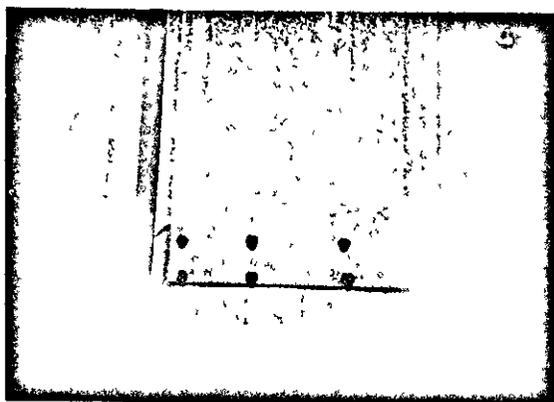
PANEL SEAMS ARE NOT FULLY LAPPED.



GAPS AT END JOINTS AND ROOF PANEL OVERLAPS

NO EVIDENCE OF FACTORY RECOMMENDED WEBBED MASTIC SEALER

MANY OF THE SCREWS ARE LOOSE.

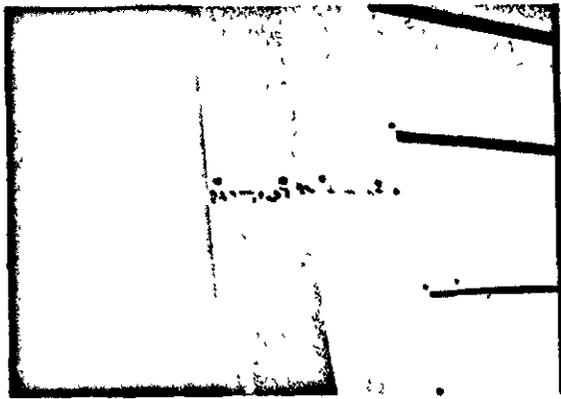


GAPS AT END JOINTS AND ROOF PANEL OVERLAPS

NO EVIDENCE OF FACTORY RECOMMENDED WEBBED MASTIC SEALER

MANY OF THE SCREWS ARE LOOSE.

**UPSHUR ROOF
EXHIBIT 4**



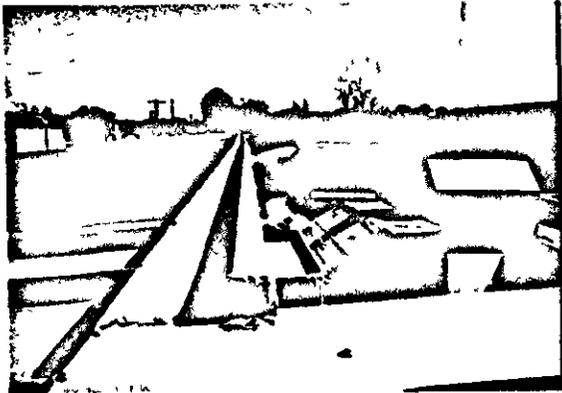
SMALL LAP AT RIDGE CAP.

IMPROPER SEALANT.

FASTENERS SHOULD NOT ANCHOR INTO ROOF PANEL SEAM; FACTORY DETAIL SHOWS RIDGE CAP ANCHORING TO "Z" FLASHING ONLY AND WARNS AGAINST FASTENING INTO ROOF PANEL SEAM.



MANY PANELS BOWED OR CONCAVED.



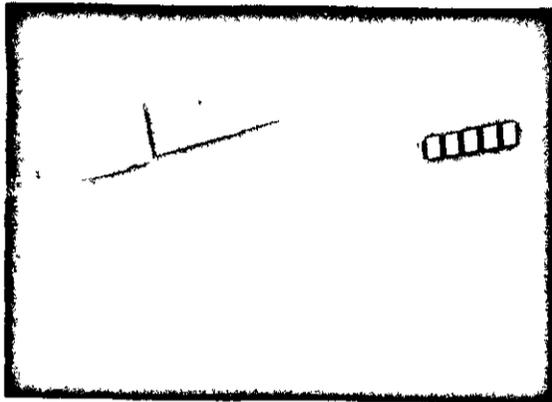
END TERMINATION TRIM SOLELY DEPENDANT ON SEALANT.

**UPSHUR ROOF
EXHIBIT 5**

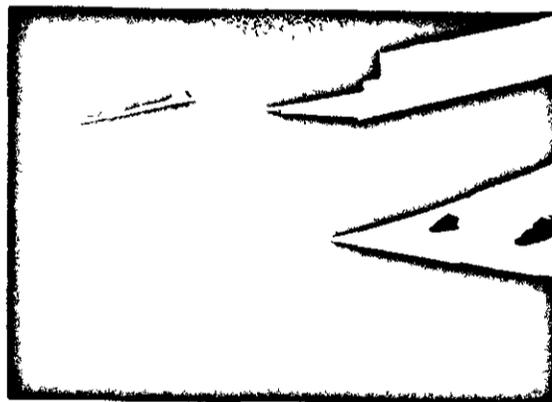


TRIM NOT ATTACHED PROPERLY TO STRUCTURE.

THIS CONDITION WILL LEAK WITH A BLOWING RAIN AND EVENTUALLY TEAR OFF IN HIGH WINDS.



MANY LARGE GAPS WHERE WALL PANEL MEETS TRIM.

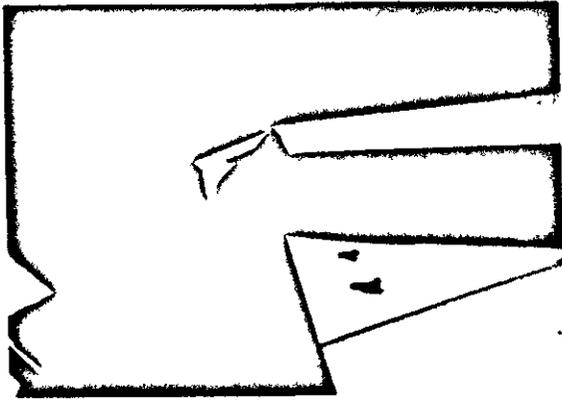


FLASHING MEMBER NOT ATTACHED.

ABLE TO PULL OUT WITH LITTLE EFFORT.

POOR FIT WHERE FLASHINGS MEET ROOF PANEL.

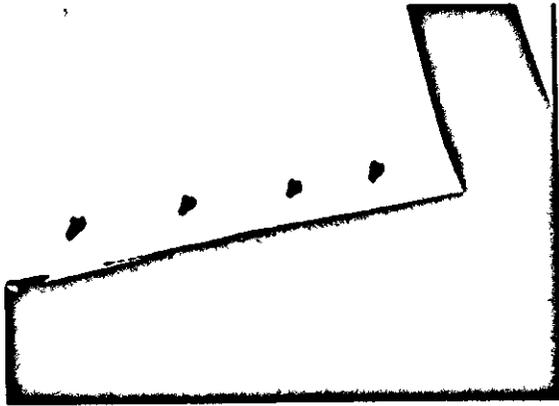
**UPSHUR ROOF
EXHIBIT 6**



FLASHING MEMBER NOT ATTACHED.

ABLE TO PULL OUT WITH LITTLE EFFORT.

POOR FIT WHERE FLASHINGS MEET ROOF PANEL.

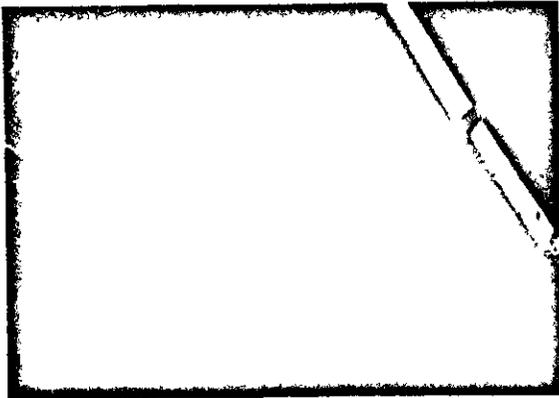


ROOF PANEL SHOULD EXTEND OVER CLOSURE FLASHING.

SCREWS SHOULD NOT ATTACH THROUGH HIGH RIB ON ROOF PANEL.

SEALANT AT ENDS MISSING.

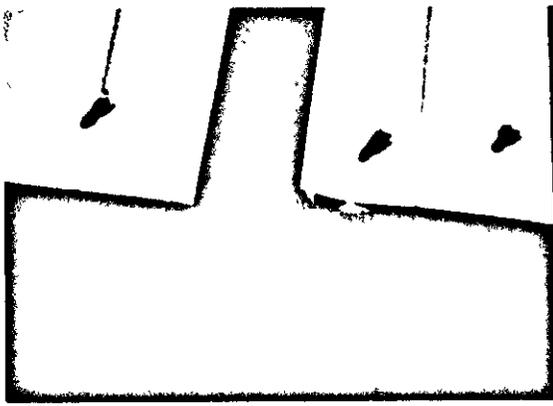
SEALANT AT END SEAMS MISSING (TYPICAL)



VALLEY FLASHING DOES NOT EXTEND 12" BELOW ROOF PANEL AS DETAILED.

1/2" DROP SHOULD BE PRESENT IN VALLEY FLASHING.

**UPSHUR ROOF
EXHIBIT 7**



ROOF PANEL SHOULD EXTEND OVER CLOSURE FLASHING.

SCREWS SHOULD NOT ATTACH THROUGH HIGH RIB ON ROOF PANEL.

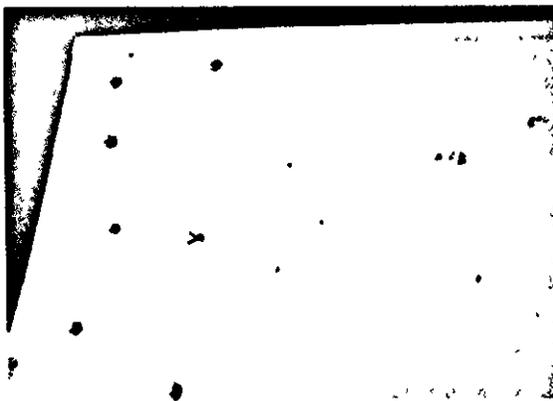
SEALANT AT ENDS MISSING.

SEALANT AT END SEAMS MISSING (TYPICAL)

SCREWS MISSING LEAVING HOLES EXPOSED (TYPICAL)



PAINT FINISH FLAKING OFF PANELS (TYPICAL)



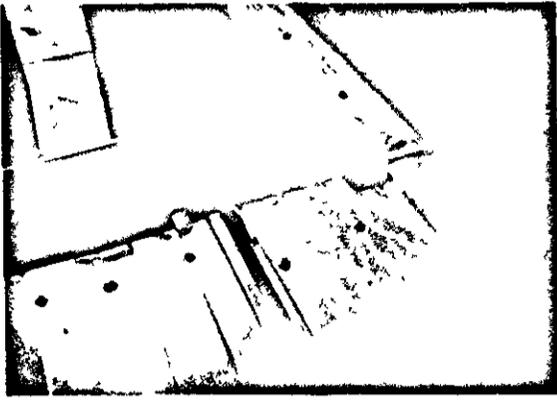
SCREWS ARE NOT ALIGNED.

SCREWS USED IN IMPROPER PLACES.

SCREW SHOULD NOT BE ON HIGH RIB.

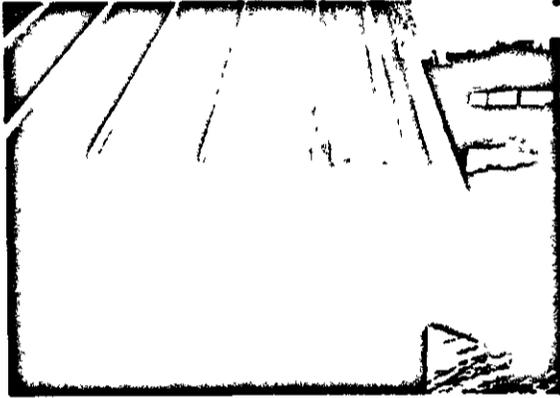
PAINT FINISH FLAKING OFF PANELS (TYPICAL)

**UPSHUR ROOF
EXHIBIT 8**



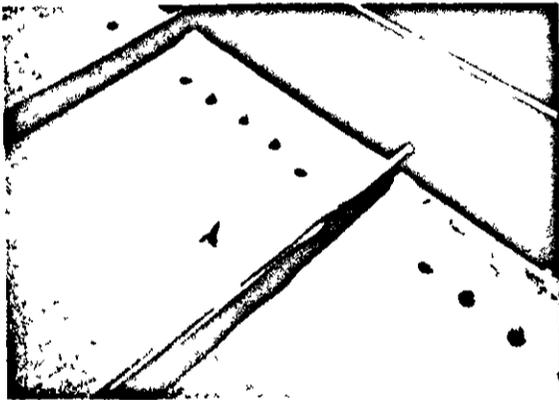
POORLY CRIMPED END SEAM.

RAKE TRIM AND GUTTER TOP SHOULD ALIGN. (FACTORY GUTTER SHOWN HAS BEEN MODIFIED WITH ADDITIONAL TRIM)



RAKE TRIM AND GUTTER TOP SHOULD ALIGN. (FACTORY GUTTER SHOWN HAS BEEN MODIFIED WITH ADDITIONAL TRIM)

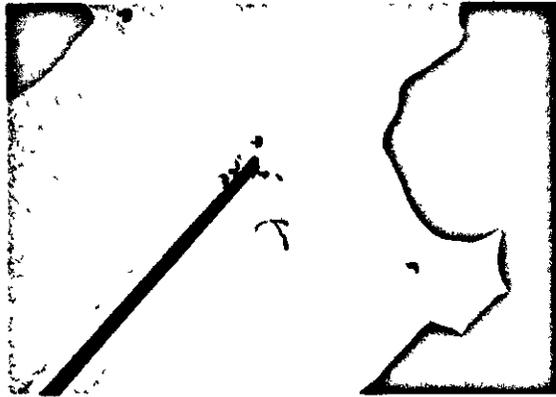
**END SEAMS POORLY LAPPED.
SCREWS OUT OF ALIGNMENT.**



SCREWS SHOULD NOT ATTACH THROUGH HIGH RIB ON ROOF PANEL.

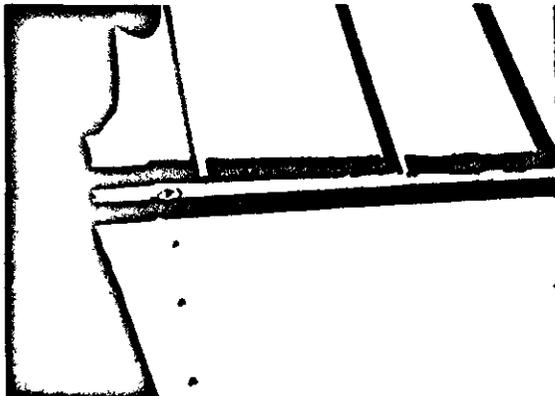
**SEALANT AT ENDS MISSING.
SEALANT AT END SEAMS MISSING (TYPICAL)
EXCESSIVE NUMBER OF SCREWS (FOUR RECOMMENDED BY FACTORY)**

**UPSHUR ROOF
EXHIBIT 9**



FASTENERS SHOULD NOT ANCHOR INTO ROOF PANEL SEAM; FACTORY DETAIL SHOWS RIDGE CAP ANCHORING TO "Z" FLASHING ONLY AND WARNS AGAINST FASTENING INTO ROOF PANEL SEAM.

PAINT FINISH FLAKING OFF PANELS (TYPICAL)



SCREWS OVERLAPPING.

SCREWS TILTED ALLOWING WATER TO PENETRATE.

FASTENERS SHOULD NOT ANCHOR INTO ROOF PANEL SEAM; FACTORY DETAIL SHOWS RIDGE CAP ANCHORING TO "Z" FLASHING ONLY AND WARNS AGAINST FASTENING INTO ROOF PANEL SEAM.

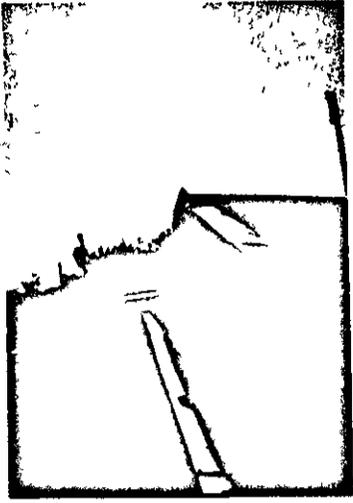


PANEL SEAMS CROOKED AND DAMAGED.

MANY PANELS BOWED OR CONCAVED.

MANY DIMPLES IN PANELS

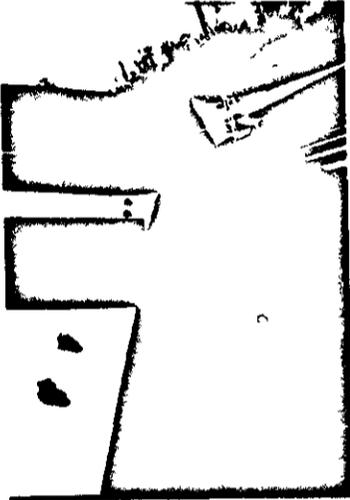
**UPSHUR ROOF
EXHIBIT 10**



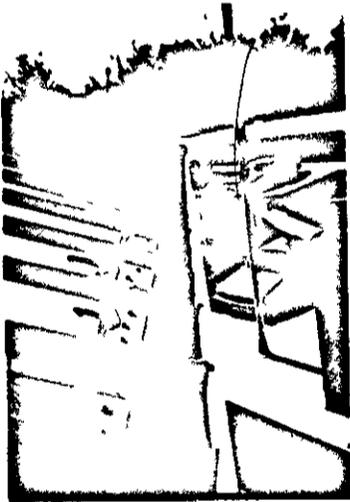
ENTIRE WALL BOWS.

GAPS IN SEAM OF RAKE TRIM.

RAKE TRIM / PARAPET CAP SHOULD BE FASTENED TO WALL WITH CONTINUOUS HOOK STRIP.



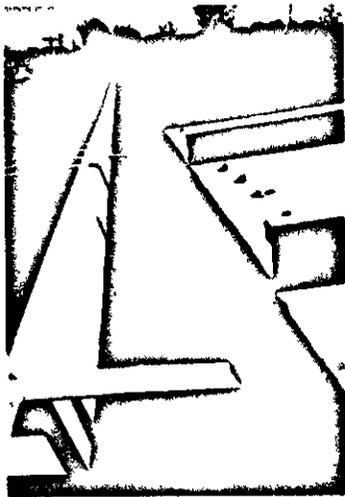
GAPS IN TRIM / WALL INTERSECTION.



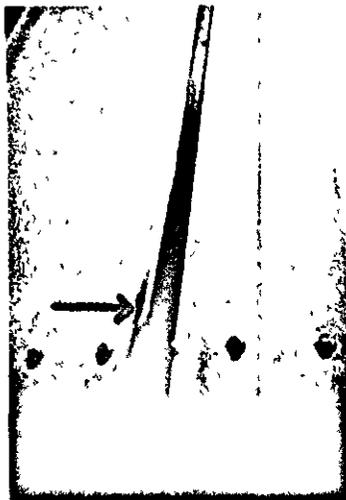
SCREWS ARE NOT ALIGNED.

SCREWS USED IN IMPROPER PLACES.

**UPSHUR ROOF
EXHIBIT 11**



HOLE IN GUTTER PLUGGED WITH SEALANT.



END SEAM DAMAGED.
END SEAM NOT SEALED.



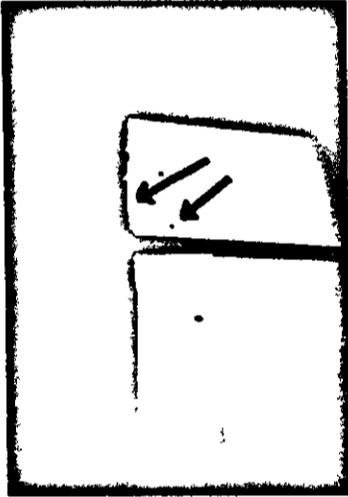
TRIM LOOSE.
LARGE GAP AT ENDS.

**UPSHUR ROOF
EXHIBIT 12**



Gutter
Holds
water

GUTTER HOLDS WATER.

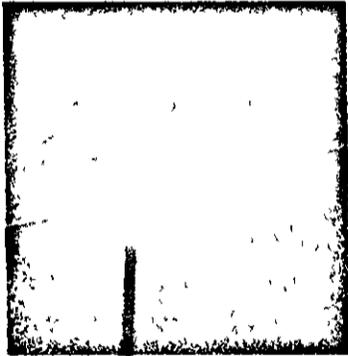


MISSING SCREWS LEAVING HOLES IN TRIM.

BOTH TRIMS DO NOT ALIGN AT CORNER.

CONTINUOUS HOOK STRIP MISSING TO ATTACH FLASHING TO WALL.

SCREWS EXPOSED NOT ALLOWED ACCORDING TO SPECIFICATIONS AND FACTORY RECOMMENDATIONS.



SCREWS OVERLAPPING EACH OTHER ALLOWING WATER TO PASS THROUGH.

**UPSHUR ROOF
EXHIBIT 13**

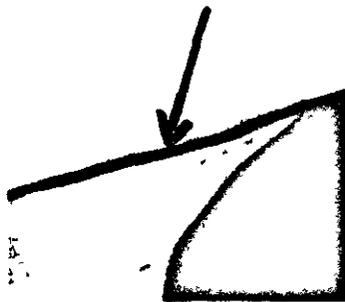


MISSING SCREWS LEAVING HOLES IN TRIM.

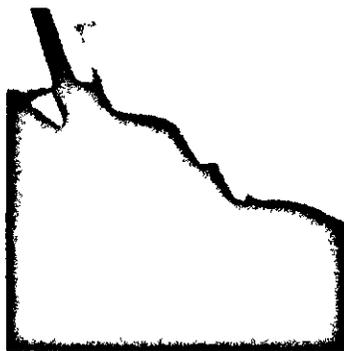
SCREW NOT TIGHT.



SCREW PROTRUDING 1/4".



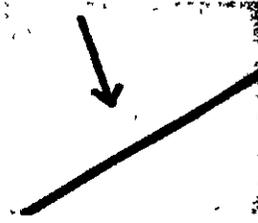
FLASHING MEMBRANE CURLING UP, CONDITION WILL TRAP WATER AND DETERIORATE.



SCREWS OVERLAPPING EACH OTHER ALLOWING WATER TO PASS THROUGH.

**UPSHUR ROOF
EXHIBIT 14**

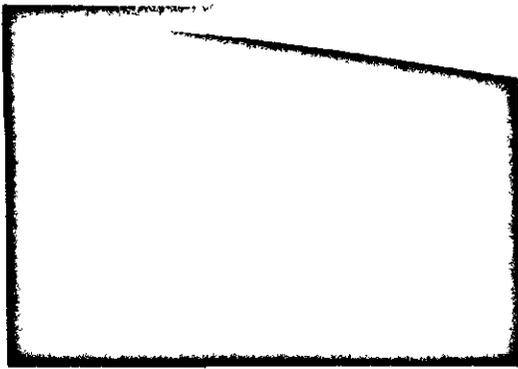
**BULGES IN ROOF PANELS WHERE
CONCEALED CLIPS ARE LOCATED.**



GAP AT PARAPET FLASHINGS.

CONCEALED HOOK STRIP MISSING.

**FLASHING NOT CONSTRUCTED
ACCORDING TO SPECIFICATIONS.
- BACKER PLATE AND SEALANT.
- CONTINUOUS HOOK STRIP**

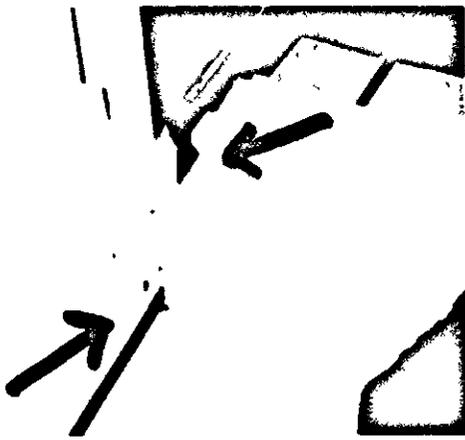


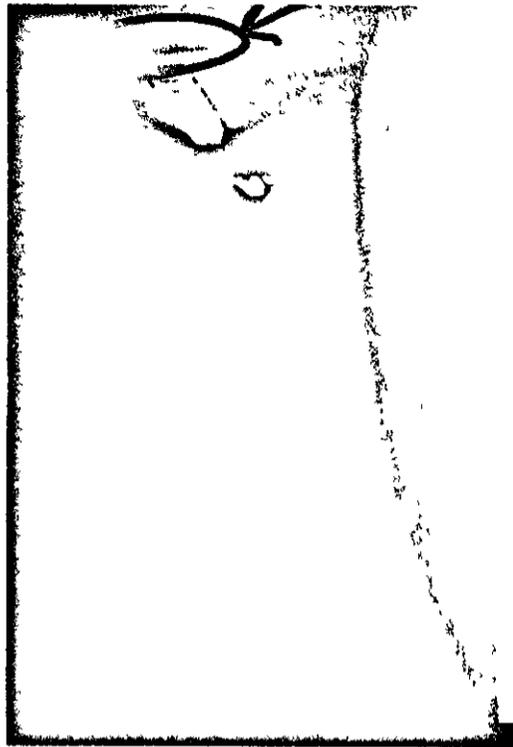
**GAPS AT RUBBER CLOSURE BLOCK AT
RIDGE CAP.**

**GAPS AT METAL RETAINER TRIM
BELOW RIDGE CAP.**

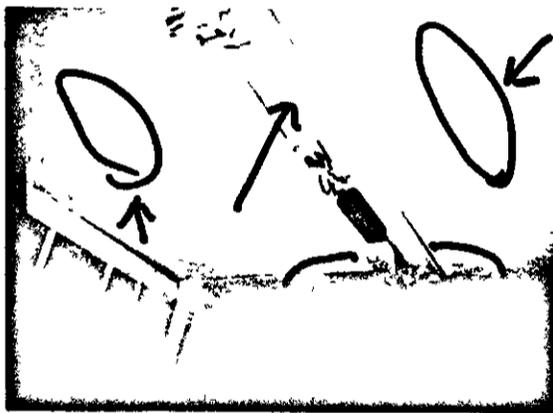
**FASTENERS SHOULD NOT ANCHOR INTO
ROOF PANEL SEAM; FACTORY DETAIL
SHOWS RIDGE CAP ANCHORING TO "Z"
FLASHING ONLY AND WARNS AGAINST
FASTENING INTO ROOF PANEL SEAM.**

**UPSHUR ROOF
EXHIBIT 15**





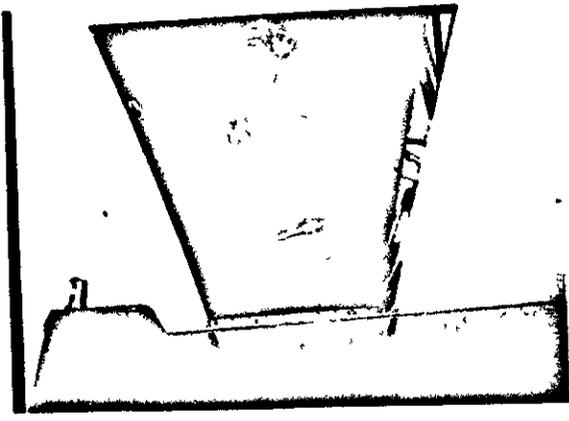
WATER DAMAGE AT CEILING



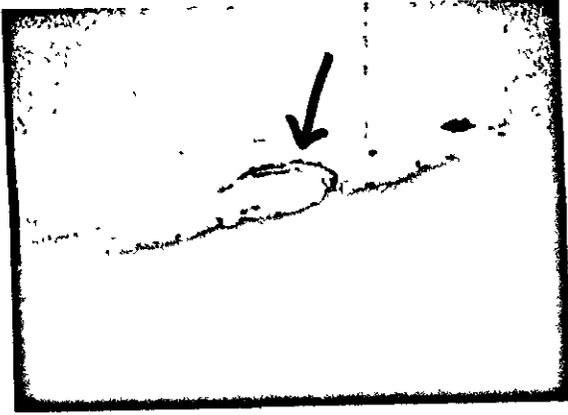
WATER DAMAGED LIGHT FIXTURES

WATER DAMAGE AT CEILING

**UPSHUR ROOF
EXHIBIT 16**



**WATER DAMAGE AT CEILING
WATER TRAVELING WITHIN DUCT
INSULATION.**

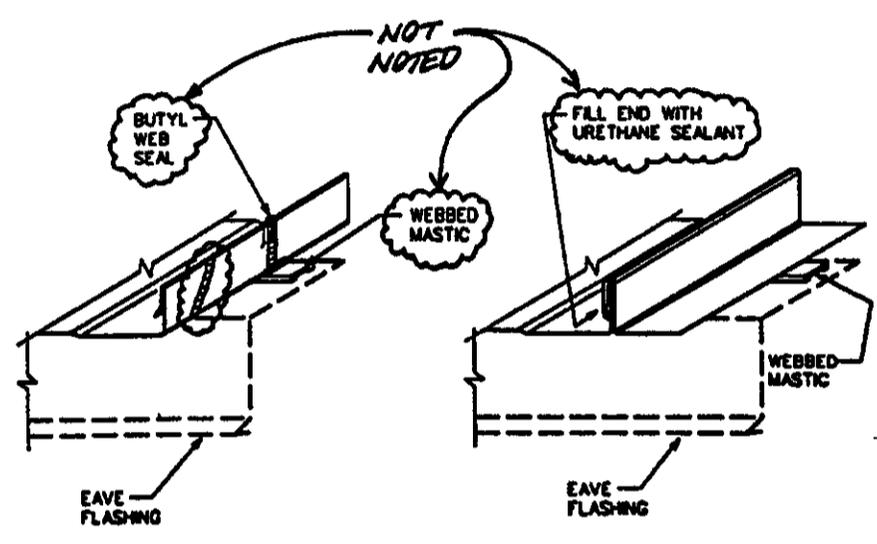
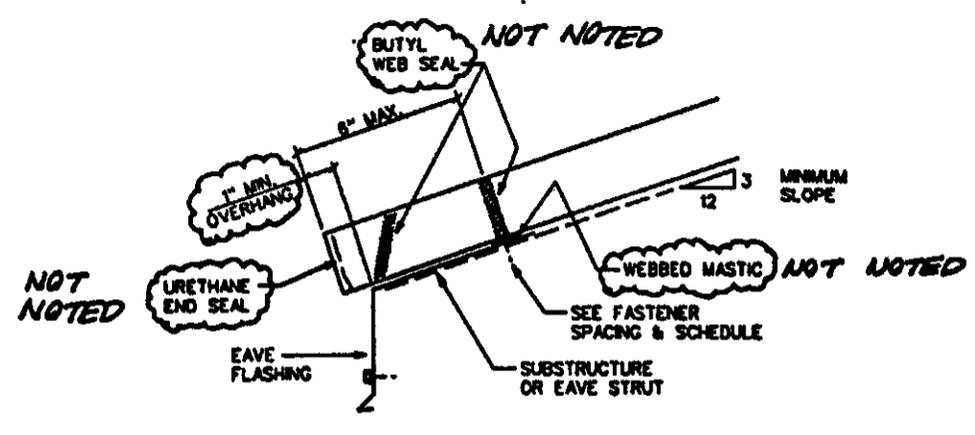


**EXISTING EXTERIOR WALLS DAMAGED
BY ROOFER'S EQUIPMENT.**

**UPSHUR ROOF
EXHIBIT 17**

D. ~~XXXXXXXXXX~~

DETAIL I - FIXED EAVE

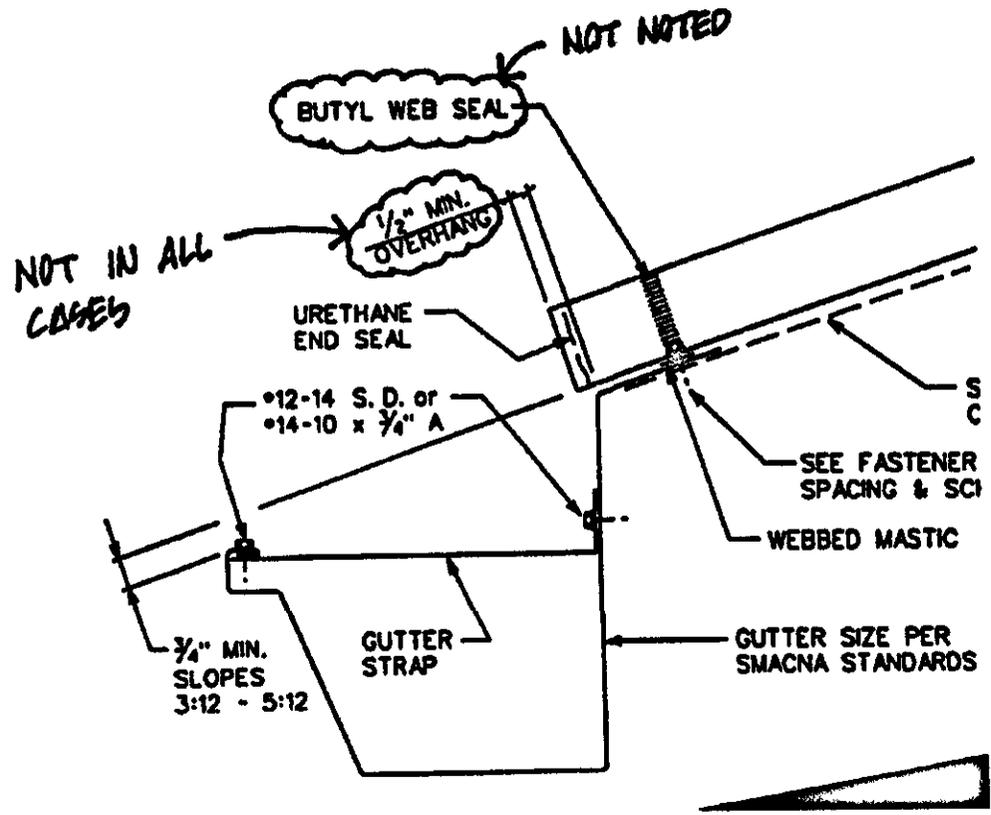


FACTORY ROOF DETAIL SHOWING HOW THE ROOF PANEL AT THE EAVES OR GUTTERS SHOULD ATTACH AND BE SEALED.

UPSHUR ROOF
EXHIBIT 18

D

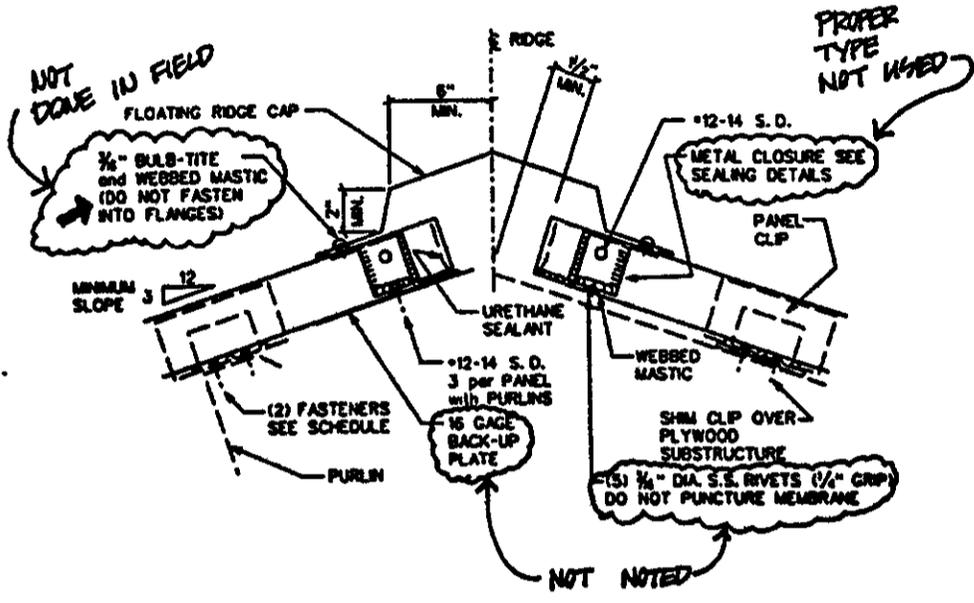
DETAIL 3 - GUTTER AT FIXED EAVE



FACTORY ROOF DETAIL SHOWING HOW THE ROOF PANEL AT THE GUTTERS SHOULD ATTACH AND BE SEALED.

UPSHUR ROOF
EXHIBIT 19

DETAIL 9 - FLOATING RIDGE

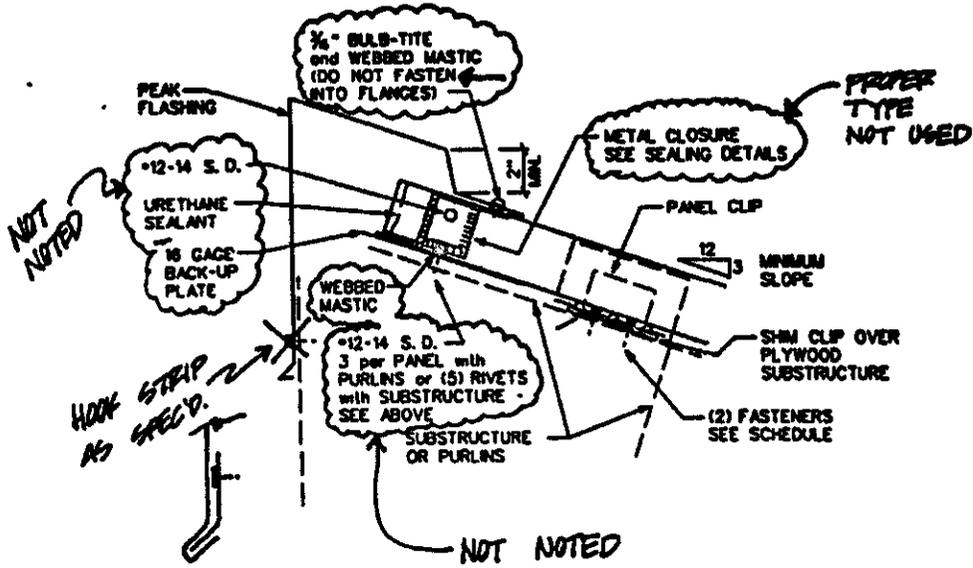


FACTORY ROOF DETAIL SHOWING HOW THE ROOF PANEL AT THE RIDGE CAP SHOULD ATTACH AND BE SEALED.

**UPSHUR ROOF
EXHIBIT 20**



DETAIL 18 - FLOATING PEAK

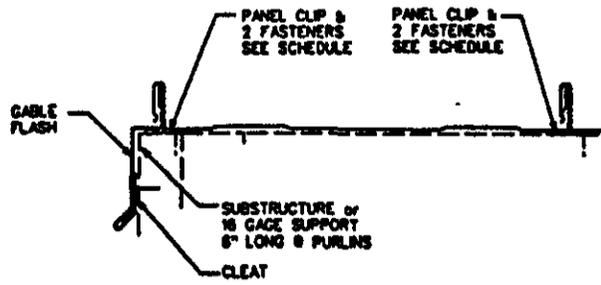


FACTORY ROOF DETAIL SHOWING HOW THE ROOF PANEL AT THE PARAPET WALL CAP SHOULD ATTACH AND BE SEALED.

UPSHUR ROOF
EXHIBIT 21

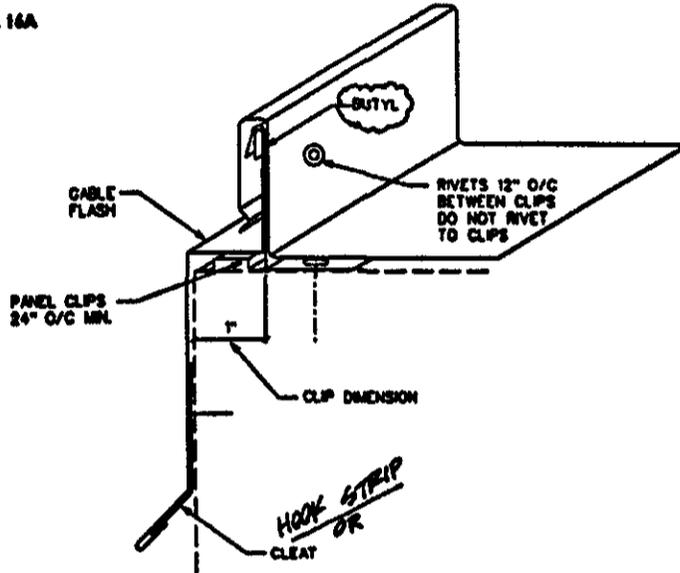
Details

DETAIL 16 - FULL GABLE PANEL.



Cable flashing is designed to be joined with the mating flanges of the full panel. Thermal movement is provided with standard panel clips.

DETAIL 16A

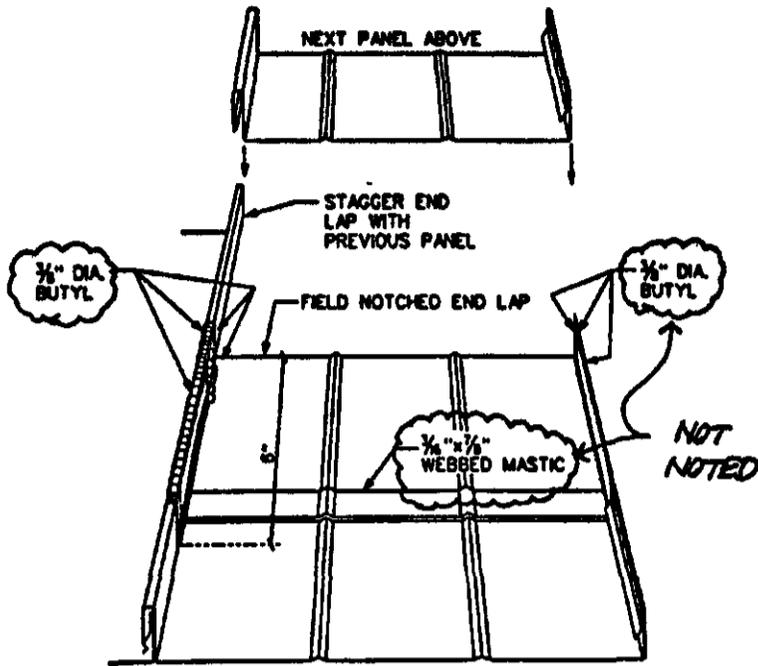


FACTORY ROOF DETAIL SHOWING HOW THE ROOF PANEL AT THE SIDE WALL TRIM CAP SHOULD ATTACH AND BE SEALED.

UPSHUR ROOF
EXHIBIT 22

D.

DETAIL 21 - FACTORY END LAP SEALING



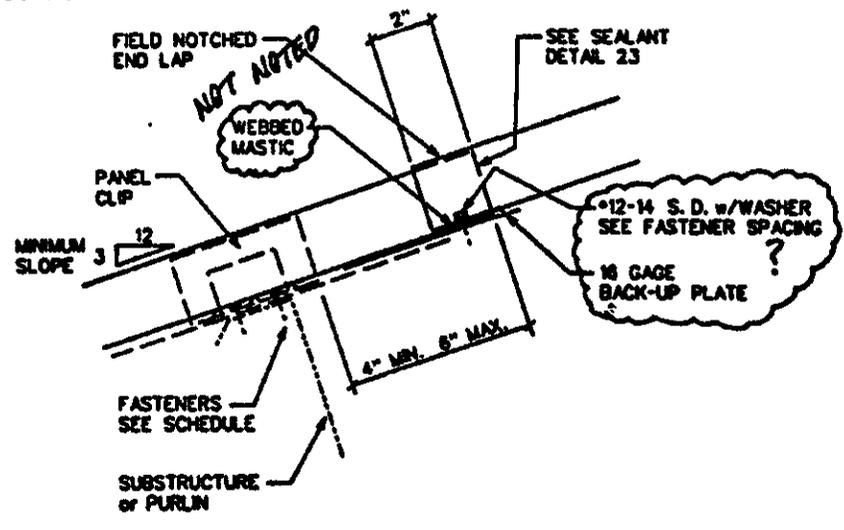
FACTORY ROOF DETAIL SHOWING HOW THE ROOF PANEL AT THE BUTT JOINTS SHOULD ATTACH AND BE SEALED.

UPSHUR ROOF
EXHIBIT 23



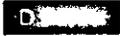
DETAIL 22 - FIELD-FORMED END LAP (FLOATING)

FLOATING ON PURLIN SUPPORTS

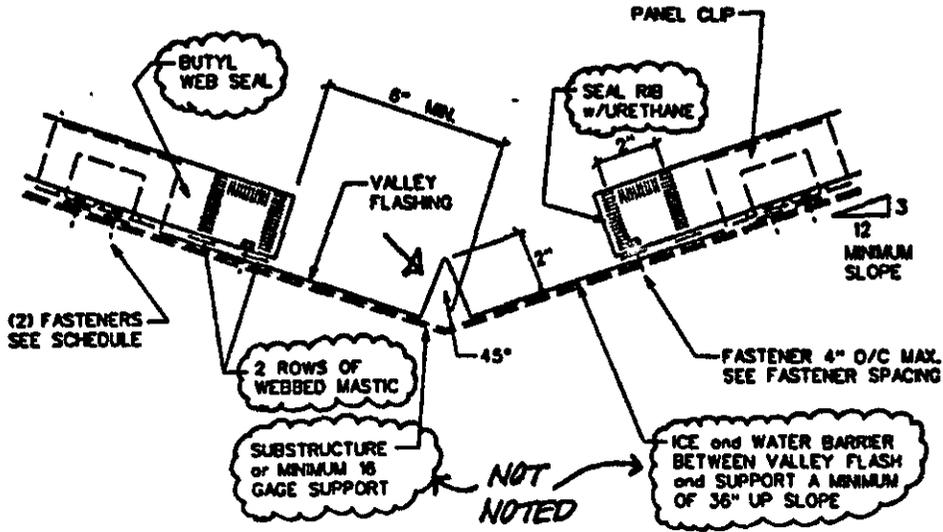


FACTORY ROOF DETAIL SHOWING HOW THE ROOF PANEL AT THE BUTT JOINTS SHOULD ATTACH AND BE SEALED.

**UPSHUR ROOF
EXHIBIT 24**



DETAIL 14 - FIXED VALLEY



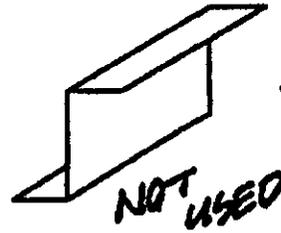
FACTORY ROOF DETAIL SHOWING HOW THE ROOF PANEL AT THE VALLEY SHOULD ATTACH AND BE SEALED

UPSHUR ROOF
EXHIBIT 25

A

RIDGE, PEAK, & HIP CLOSURES **Z-Shape Closures**

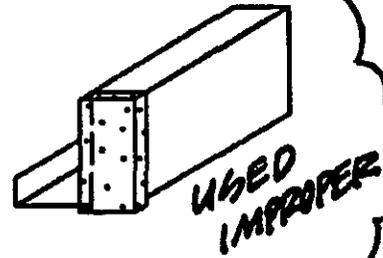
in 10'-0" lengths may be used for ridge, peak, and hip closures for roofs with slopes greater than 2" : 12". Z closures are field-cut, notched, and bent per Detail 9B on page 24.



Metal Z Closure

 Combination Metal

Closures (same substrate, gage, and finish as panels) with compressible foam inserts are required for ridges, peaks, and hips of roofs with slopes under 2" : 12". They may also be used for roofs with slopes higher than 2" : 12". (Minimum roof slope is 1/2" : 12".)



Combination Metal & Foam Closure

FACTORY ROOF ACCESSORIES NOT NOTED AT PROJECT SITE AND UTILIZED

**UPSHUR ROOF
EXHIBIT 26**

SEALANTS

It is vital that the various sealants be applied per the construction details, as they are an integral part of the CENTRIA roof system. The sealants as recommended by CENTRIA designate the standard of quality necessary for maximum performance for the roof system. All of the sealants used in the standing seam roof system are asbestos-free and have a service temperature range of at least -40°F to +180°F.

When conditions or details differ from those shown in this manual, additional or modified sealing details should be provided by the project shop drawings.

Webbed Mastic and Sealant Tape are extruded polymeric butyl tape sealants, identical in composition. Both are field-applied, non-skinning, and designed to retain aggressive tack while not being easily displaced under compression. Typically, sealant tape is used to seal flashing and siding side lap joints and webbed mastic is used to seal panel end laps, closures, and panel-to-gutter connections. Do not use webbed or tape mastic to seal moving joints.



Webbed Mastic



Sealant Tape

NOT USED

Norton V748 Mylar-Coated Tape with PSA one side and Mylar® one side. This tape is used for floating conditions.



Mylar-Coated Tape

Tremco® Butyl Sealant is a blend of butyl rubber and polyisobutylene to provide a flexible seal used at all hidden seals.

Vulkem® 921 Urethane Sealant one part, used for sealing closures and exposed panel ends.



Sealant

? PROPER TYPE USED?

FACTORY ROOF SEALANTS NOT NOTED AT PROJECT SITE AND UTILIZED.

**UPSHUR ROOF
EXHIBIT 27**

STATE OF TEXAS

CONTRACT FOR MEDICAL SERVICES

COUNTY OF UPSHUR

KNOW ALL MEN BY THESE PRESENTS, that on about the 22 day of February 1999, the following parties entered into a contract, the terms and conditions of which are as written herein.

PARTIES

Upshur County Sheriff:
Upshur County Commissioners

R.D. "Buck" Cross
Gaddis Lindsey, Pct. 1
Tommy Stanley, Pct. 2
Richard Jackson, Pct. 3
Russell Green, Pct. 4
Charles L. Still
David W. Buller, M.D.

Upshur County Judge:
Medical Director:

TERMS AND CONDITIONS

1. David W. Buller, M. D. is hereby designated as Medical Director for the Upshur County Jail.

2. The Medical Director's office address is hereby designated as: 711 N. Titus
Gilmer, Tx. 75644

3. The Medical Director and the Jail Administrator shall work together to develop a set of medical protocols for the Upshur County Jail. This project will be complete as soon as possible; the anticipated completion date will be no later than 90 days after the date of this contract.

4. The Medical Director may assist in the interviewing of staff for the medical positions in the jail facility. Interviews will be scheduled by the Jail Administrator, with notice to the Medical Director, and will be held at the Jail unless an alternate location is approved in advance by the Jail Administrator.

5. Throughout the initial term of this contract and any exception thereof, the Medical Director shall come to the jail, located at 405 N. Titus Street, Gilmer, Tx. 75644, at least once per week to provide health care to inmates, and shall also communicate orders by telephone to the nursing staff or jail staff as needed. Times and dates of

visits will be at the discretion of the Medical Director

6. Upshur County shall pay the sum of one thousand dollars (\$1000.00) per month to the Medical Director as compensation for the services contemplated by this contract, payable upon the last day of the month, for the month just ended.

7. From time to time, emergency situations may arise. At such times, it may become necessary for Jail Staff members to take individual inmates to the Medical Director's office to be seen immediately. If inmates are taken to the Medical Director's office for treatment, the Medical Director will send an invoice to the Upshur County Jail. Any such invoice shall reflect the reasonable and customary fees charged for such additional services. Payment of these invoices will normally be made by Upshur County within 30 days of presentment of such invoice. Questions about any such invoice will be sent to the Medical Director in writing, no later than 30 days after its presentment.

8. The term of this contract shall begin on March 1, 1999 and shall continue on a month-to-month basis unless terminated as provided herein.

9. This contract may be terminated by Upshur County, upon thirty (30) days written notice to the Medical Director. This contract may be terminated by the Medical Director, upon thirty (30) days written notice to the Jail Administrator.

This document is the full and complete agreement between the parties. Any questions not addressed by the plain-language terms of this contract are to be negotiated between the parties at the time such questions arise. Any irreconcilable dispute which may arise over the terms and conditions of this contract shall be resolved by legal action, the agreed venue of which shall be the 115th Judicial District Court of Gilmer, Texas.

SIGNED ON THIS THE 22 day of February 1999.

Upshur County Sheriff:

R.D. Cross
R.D. "Buck" Cross

Upshur County Commissioners:

Gaddis Lindsey
Gaddis Lindsey, Pct. 1

Tommy Stanley
Tommy Stanley, Pct 2

Rick Jackson
Richard Jackson, Pct 3

Russell Green
Russell Green, Pct. 4

Upshur County Judge:

Charles L. Still
Charles L. Still

Medical Director:

David W Buller
David W Buller, M D.

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 11:14
UPSHUR COUNTY, TX.
BY _____
DEPUTY

contract for medical services

FILED
REX A. SHAW
COUNTY CLERK

99 FEB 28 11 10 AM '64 273

UPSHUR COUNTY, TX.

HEALTH SERVICES
CHAPTER 273

BY _____
DEPUTY

- .1 Health Services. The owner/operator of each facility shall provide medical, mental, and dental services in accordance with the approved health services plan. These services may include, but shall not be limited to, the services of a licensed physician, professional and allied health personnel, hospital, or similar service.

- .2 Health Services Plan. Each facility shall have and implement a written plan, approved by the Commission, for inmate medical, mental, and dental services. The plan shall:
 - (1) provide procedures for regularly scheduled sick calls;
 - (2) provide procedures for referral for medical, mental, and dental services;
 - (3) provide procedures for efficient and prompt care for acute and emergency situations;
 - (4) provide procedures for long-term, convalescent, and care necessary for disabled inmates;
 - (5) provide procedures for the control, distribution, secured storage, inventory, and disposal of prescriptions, syringes, needles, and hazardous waste containers;
 - (6) provide procedures for the distribution of prescriptions in accordance with written instructions from a physician by an appropriate person designated by the sheriff/operator.
 - (7) provide procedures for the control, distribution, and secured storage of over-the-counter medications;
 - (8) provide procedures for the rights of inmates to refuse health care in accordance with informed consent standards for certain treatments and procedures (in the case of minors, the informed consent of a parent, guardian, or legal custodian, when required, shall be sufficient);
 - (9) provide procedures for all examinations, treatments, and other procedures to be performed in a reasonable and dignified manner and place;
 - (10) provide that adequate first aid equipment and patient evacuation equipment be on hand at all times.

- .3 Health Instructions. All medical instructions of designated physicians shall be followed.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

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

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

SNAPDRAGON

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 10:54
UPS HUR COUNTY, TX.
DEPUTY

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

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

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

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

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

William Robertson
First Party Signature

[Signature]
County Judge

RT. 5 BOX 506
Street or Box

[Signature]
Commissioner 1

GILMER, TX. 75644
City, State and Zip Code

[Signature]
Commissioner 2

903-734-6949
Telephone

[Signature]
Commissioner 3

Timber Tract

[Signature]
Commissioner 4

2-8-99
Date Signed

Date Signed

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 RED OAK TIMBER 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) _____
JAGUAR, MIMOSA, ARROWWOOD RDS.

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.

James Sprayberry
First Party Signature

P.O. BOX 100
Street or Box

CASTOR, LA 71016
City, State and Zip Code

318-544-2524
Telephone

FLOYD
Timber Tract

2-9-99
Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 10:54
UPSUR COUNTY, TX

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned Seull Timber 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) Lemen Rd 1.4 miles to Hwy 155.

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

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

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

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

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

FILED
REX A. SHAW
COUNTY CLERK
98 FEB 22 AM 10:34
UPS HUR COUNTY, TEX

[Signature]
First Party Signature

[Signature]
County Judge

PO Box 220
Street or Box

[Signature]
Commissioner 1

TENANA TX 75974
City, State and Zip Code

[Signature]
Commissioner 2

409-248-5200
Telephone

[Signature]
Commissioner 3

POPC
Timber Tract

[Signature]
Commissioner 4

2-9-99
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #4

DATE 2-10-99

Formal notice is hereby given that CHARLES JOHNSON whose principal address is RT. 4 BOX 806, GILMER, TX. 75644 does hereby propose to place a CULVERT within the ROW of County Road MIMOSA 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 Charles Johnson TITLE _____

725-6366

APPROVAL OF PERMIT APPLICATION

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

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 10:54
UPS HUR COUNTY, TX.
BY DEPUTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED ON THIS _____ DAY OF _____, 19____

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER PCT. 3

[Signature]
COMMISSIONER PCT. 1

[Signature]
COMMISSIONER PCT. 4

[Signature]
COMMISSIONER PCT. 2

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 10:58
UPSUR COUNTY, TX
DEPUTY

PRECINCT 12

DATE 2-12-99

Formal notice is hereby given that WAYNE FITZGERALD who

principal address is 3468 SEAGO LILLY RD, GILMER, TX ~~does~~ hereby propose to place a CULVERT within the ROW of County Road SEAGO LILLY 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 Wayne Fitzgerald TITLE _____

968-4448

APPROVAL OF PERMIT APPLICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED ON THIS _____ DAY OF _____, 19____

COUNTY JUDGE

COMMISSIONER PCT. 3

Buddie Linder

COMMISSIONER PCT. 1

Russell G. ...

COMMISSIONER PCT. 4

Tommy Stanley

COMMISSIONER PCT. 2

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned TED DAVIS TIMBER, 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)

APPLETREE RD.	UP SHUR COUNTY, TX DEPUTY FILED REX A. SHAW COUNTY CLERK FEB 22 AM 10:55

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

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

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

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



SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

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

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

VIOLET AND VERBENA RDS.

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 10:55
UPSUR COUNTY, TX
DEPUTY

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

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

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

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

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

Billy Dadd
First Party Signature

RT. 1 BOX 921
Street or Box

KARNACK, TX. 75661
City, State and Zip Code

903-679-3302
Telephone

BASS
Timber Tract

2-17-99
Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

[Signature]
Date Signed

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 N.D. Williams Timber, 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) 0.75 mile of Cotton Wood Rd to Hwy 1404.

FILED
REX A. SHAW
COUNTY CLERK
99 FEB 22 AM 10:55
UPSHUR COUNTY, TX
DEPUTY

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

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

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

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

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

Dennis Wilkerson
First Party Signature

P.O. Box 899
Street or Box

Tatum Tx 75691
City, State and Zip Code

(903) 947-6115
Telephone

LOUISIANA-PACIFIC
Timber Tract

2/19/99
Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

Date: 2-22-99

COMMISSIONER COURT
ATTENDANCE SHEET

Name	City of Residence
Nancy Slompan	Gilmer
Mye Overton	Muro
Glenn Evans	Longview News-Journal
Bill Bacon	Wpshura
Kenny Thompson	LATA
John Peterson	Nichols Machinery
Ray Baeder	Ore City
James Citterden	Gilmer
Mary Harris	Gilmer
Howard Ray	Gilmer
Yvonne Ray	Gilmer
Pam Long	Gilmer
Buck Case	Gilmer
Tim Cone	Gilmer
Shelby Beckus	Gilmer
Dona Hegg	Gilmer

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DEPUTY CLERK