

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, JANUARY 24, 2000, 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. Consider authorizing L. Wayne Young to receive his qualified military service credit.
6. Accept and record Interlocal Participation Agreement with Texas Association of Counties Employee Benefits Pool for Upshur County health insurance.
7. Accept financial statement.
8. Consider adoption of a resolution stating the Commissioners Court of Upshur County has no objection to the Union Pacific Railroad closing the County road (Wood Road) crossing in Pritchett.
9. Discuss and take action to approve contract with Allison, Bass & Assoc. for County redistricting.
10. Consider and take action on re-classification of the clerks in the J. P. Offices. This was tabled from the 1-10-2000 meeting.
11. Hear Mike Smith, Tax Assessor-Collector; consider and take action on help in his office.
12. Discuss and take action on a contract for housing out of state prisoners for Transcor.
13. Consider accepting for recording a letter from TxDOT concerning the total county-maintained road mileage for Upshur County.
14. Accept for recording the bond for Marty Massoletti as a reserve deputy sheriff.
15. Discuss and take action on dates for February Commissioners Court.

This copy is forgoing in use and correct copy of the original on file in this office.



R. J. A. Brown
County Clerk
Upshur County, Texas

UPSHUR COUNTY COMMISSIONER'S COURT

1-24-2000

COMMISSIONERS COURT MET IN SPECIAL SESSION. ALL MEMBERS PRESENT.

1. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO APPROVE THE MINUTES OF PREVIOUS MEETINGS DATED 1-10-2000 AND 1-13-2000. MOTION CARRIED.

2. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO APPROVE THE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. BUDGET AMENDMENTS ATTACHED.

MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO TABLE ANY ACTION CONCERNING BUDGET AMENDMENT ON PAYROLL CHANGE FOR DEWAYNE LAGRONE UNTIL ACTION IS TAKEN ON AGENDA ITEM NUMBER #10. MOTION CARRIED.

3. MOTION BY RUSSELL GREEN TO APPROVE PAYMENT TO YULEFEST COMMITTEE IN THE AMOUNT OF \$834.00 , THE DIFFERENCE BETWEEN THE AMOUNT OF \$1,666.66 (AMOUNT OF MONIES CURRENTLY IN BUDGET FOR YULEFEST)AND \$2,500.00 (AMOUNT OF MONIES ORIGINALLY BUDGETED FOR YULEFEST.) MOTION DIED FOR A LACK OF A SECOND.

MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO TABLE ANY ACTION CONCERNING PAYMENT TO THE YULEFEST COMMITTEE UNTIL THE NEXT COMMISSIONER COURT MEETING(1-31-2000). MOTION CARRIED.

MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO APPROVE PAYMENT OF ALL ACCOUNTS PAYABLE NOW DUE, WITH THE EXCEPTION OF PAYMENT TO THE YULEFEST COMMITTEE. MOTION CARRIED.

5. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO ALLOW L. WAYNE YOUNG TO RECEIVE HIS QUALIFIED MILITARY SERVICE CREDIT. MOTION CARRIED.

4. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO APPROVE THE FOLLOWING PAYROLL CHANGES:

**LORIE DAVIDSON-JUVENILE PROBATION DEPARTMENT-DUE TO NEW HIRE
NANCY THOMPSON-SHERIFF'S OFFICE-DUE TO INTRODUCTORY PERIOD ENDED
GENEVA NELL MATTHEWS-SHERIFF'S OFFICE-DUE TO INTRODUCTORY PERIOD**

ENDED

BARNEY SMITH-CONSTABLE PCT. 4-DUE TO APPOINTMENT BY COMMISSIONERS COURT.

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

6. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO ACCEPT AND RECORD INTERLOCAL AGREEMENT WITH TEXAS ASSOCIATION OF COUNTIES EMPLOYEES BENEFITS POOL FOR UPSHUR COUNTY HEALTH INSURANCE. MOTION CARRIED. AGREEMENT ATTACHED.

7. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO ACCEPT AND PLACE INTO COMMISSIONER COURT MINUTES, FINANCIAL STATEMENTS DATED FOR THE MONTH ENDED DECEMBER 31, 1999. MOTION CARRIED. FINANCIAL STATEMENTS ON FILE IN THE COUNTY CLERK'S OFFICE.

MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO ACCEPT THE AUDIT FROM PATTILLO, BROWN AND HILL. MOTION CARRIED. LETTER FROM PATTILLO, BROWN AND HILL ATTACHED. FINANCIAL STATEMENTS WITH INDEPENDENT AUDITORS' REPORT, FOR THE YEAR ENDED SEPTEMBER 30, 1998 ON FILE IN THE COUNTY CLERKS OFFICE.

MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO AUTHORIZE COUNTY AUDITOR TO REPRODUCE ORIGINALS OF AUDIT FROM PATTILLO, BROWN AND HILL. MOTION CARRIED.

9. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO APPROVE CONTRACTING WITH ALLISON, BASS AND ASSOCIATES FOR COUNTY REDISTRICTING. MOTION CARRIED WITH ALL COMMISSIONERS VOTING YES AND JUDGE STILL VOTING NO. JUDGE STILL STATED HE WAS NOT AGAINST THE COMPANY BUT RATHER HE STATED HE FELT ANY ACTION WAS PREMATURE. NO DOCUMENT SUBMITTED TO COUNTY CLERK.

10. MOTION BY RUSSELL GREEN SECONDED BY GADDIS LINDSEY TO BRING ALL JUSTICE OF THE PEACE CLERKS (PRECINCT 1, 3 AND 4) TO THE RATE OF PAY OF \$1,500.00 A MONTH. ALSO IN THIS MOTION IS TO BRING CHUCK MEIRS OF THE MAINTENANCE DEPARTMENT TO THE RATE OF PAY OF \$1,500.00 A MONTH. ALSO INCLUDED IN THIS MOTION IS TO APPROVE PAYROLL CHANGE FOR DEWAYNE LAGRONE (ALREADY APPROVED). ALSO IN THIS MOTION IS TO MAKE THIS RETROACTIVE FROM JANUARY 1, 2000. MOTION CARRIED. COUNTY TREASURER STATED SHE WOULD HAVE THE ACTUAL PAYROLL CHANGE REPORTS AT THE

NEXT COMMISSIONER COURT MEETING. REQUEST FROM JUSTICE OF THE PEACE, ARNOLD GRIMES PLACED INTO MINUTES.

11. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO TABLE UNTIL JANUARY 31, 2000, AGENDA ITEM CONCERNING HEARING MIKE SMITH, TAX ASSESSOR-COLLECTOR AND TAKING ACTION ON HELP IN HIS OFFICE. MOTION CARRIED.

12. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO APPROVE UPSHUR COUNTY CONTRACTING WITH TRANSCOR FOR OUT OF STATE PRISONERS. MOTION CARRIED. HOUSING AGREEMENT ATTACHED.

13. MOTION BY GADDIS LINDSEY SECONDED RUSSELL GREEN TO REJECT LETTER FROM TEXAS DEPARTMENT OF TRANSPORTATION CONCERNING THE TOTAL COUNTY MAINTAINED ROAD MILEAGE FOR UPSHUR COUNTY. MOTION CARRIED. LETTER FROM TEXAS DEPARTMENT OF TRANSPORTATION ATTACHED.

14. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO APPROVE BOND FOR MARTY MASSOLITTI. MOTION CARRIED. BOND ON FILE IN THE COUNTY CLERK'S OFFICE, OFFICIAL BOND BOOK VOLUME 7 PAGE 573.

15. MOTION BY RUSSELL GREEN SECONDED BY GADDIS LINDSEY TO APPROVE SETTING FEBRUARY THE 28TH AS THE LAST MEETING DATE OF FEBRUARY. MOTION CARRIED.

16. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO APPROVE ALLOWING THE SOCIAL SECURITY OFFICE TO USE THE ROOM VACATED BY JUDGE RAY. MOTION CARRIED.

17. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE DEPUTATION OF REGINA M. SIMMONS AND DORISE L. ESCANLAR IN COUNTY CLERKS OFFICE. MOTION CARRIED. DEPUTATIONS ATTACHED.

18. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO ACCEPT FOR RECORDING THE PROPOSED PLANS FOR RAILROAD CROSSING WARNING DEVICES ON MULE DEER ROAD. MOTION CARRIED. PLANS FOR RAILROAD CROSSING ON MULE DEER ATTACHED.

8. MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO ADOPT RESOLUTION STATING UPSHUR COUNTY HAS NO OBJECTION TO THE UNION PACIFIC RAILROAD CLOSING WOOD ROAD. MOTION CARRIED. RESOLUTION ATTACHED.

19. DARRELL RAY , HEAD PROBATION OFFICER, MET WITH COURT TO REQUEST MORE OFFICE SPACE. MR. RAY EXPRESSED A CONCERN FOR THE SAFETY OF HIS EMPLOYEES. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO TABLE ANY ACTION CONCERNING PROBATIONS NEED FOR MORE. SPACE. COMMISSIONER GREEN SUGGESTED SOMEONE IN THE COUNTY START TO LOOK FOR AN AVAILABLE BUILDING FOR THIS PURPOSE.

20. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO RECORD DEPUTATION OF PHILIP L. MONTS AS A RESERVE DEPUTY IN THE SHERIFF'S OFFICE. MOTION CARRIED. DEPUTATION FOR PHILIP MONTS ATTACHED. BOND FOR PHILIP MONTS SUBMITTED TO THE COUNTY CLERK ON FILE IN THE OFFICIAL BOND BOOK VOLUME 7 PAGE 577.

21. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING PURPOSES A NOTICE OF TRANSFER FROM DYNEGY SERVICES TO SULPHUR RIVER GATHERING LP. MOTION CARRIED. NOTICE FROM DYNEGY ATTACHED.

22. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO RECORD THE APPOINTMENT OF WANDA HUTCHINS TO THE AUDITORS OFFICE. MOTION CARRIED. APPOINTMENT ATTACHED.

MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO ADJOURN. MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSE ONLY.

BILLS PREVIOUSLY APPROVED 1-10-2000 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

Charles S. Still
JUDGE CHARLES STILL

Gaddis Lindsey
COMMISSIONER GADDIS LINDSEY

Tommy Stanley
COMMISSIONER TOMMY STANLEY

Rick Jackson
COMMISSIONER RICK JACKSON

Russell Green
COMMISSIONER RUSSELL GREEN

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 24th day of

January, 2000.

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
00 JAN 24 AM 11:13
UPSHUR COUNTY, TX.
BY _____
JRP/PTV

January 24, 2000

FROM

TO

Adult Prob Community Service

43-570-3010 Office Supplies \$ 9,950.00

43-570-4495 Contracted Services \$ 46,202.00

43-570-4601 Professional Fees \$ 2,940.00

43-570-4621 Travel/Furnished Trans \$ 4,800.00

\$ 63,892.00

Substance Abuse

44-570-3010 Office Supplies \$ 9,950.00

44-570-4495 Contracted Services \$ 46,202.00

44-570-4520 Reimb. Mileage \$ 4,800.00

44-570-4601 Professional Fees \$ 2,940.00

\$ 63,892.00

to create separate fund for Substance Abuse Program

Road & Bridge #3

17-613-5600 Road Equipment \$ 3,201.50

17-613-3430 Repair & Maint Equip \$ 3,201.50

VOL 55 PG 802

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-18-00 Dept. 575 Gen. Probation

Employee Lorrie Davidson

Social Security No _____ Emp. ID# 1000

X	CHANGES(S)	FROM	TO
	Grade Step	<u>#166667</u>	
	Rate	<u>month</u>	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)	
<input checked="" type="checkbox"/> Hired	<input type="checkbox"/> Re-Hired
<input type="checkbox"/> Introductory Period Ended	<input type="checkbox"/> Merit Increase
<input type="checkbox"/> Promotion	<input type="checkbox"/> Transfer
<input 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

FILED
RECEIVED
JAN 19 2000
COURT CLERK
OFFICE

Comments 6 month introductory period.
\$20,000.00 annual / Fund 51
Alt. School Boot Camp Drill Instructor

Authorized by _____
 Approved by R. M. [Signature] Date 1-19-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

VOL 55, PG 803

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 01-01-00 Dept SHERIFF

Employee NANCY THOMPSON

Social Security No 451-02-3186 Emp. ID# 506

X	CHANGES(S)	FROM	TO
X	Grade Step	819	820
	Rate	1500.00	1525.00
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

REX
A
SH
FILED

Comments

Authorized by:

Approved by:

R.D. Coe

Date:

1-12-00

VOL 55 PG 804

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 01-01-00 Dept. SHERIFF

Employee GENEVA NELL MATTHEWS

Social Security No 464-72-8925 Emp ID# 744

X	CHANGES(S)	FROM	TO
X	Grade Step	1319	1320
	Rate	1725.00	1750.00
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED
REX A. SHAW
SHERIFF
UPSHUR COUNTY
JAN 12 2000

Comments.

Authorized by _____
Approved by R.D. Crow Date 1-12-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-13-2000 Dept 554 - Const.# 4
 Employee Barney Smith
 Social Security No _____ Emp ID# 405

NOT FOR POST

X	CHANGES(S)	FROM	TO
	Grade Step		\$1568.58/mo
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments Appointed to serve as Constable until the election results are final in the Constable #4 race

Authorized by: [Signature]
 Approved by: _____ Date: 1-29-2000

**INTERLOCAL PARTICIPATION AGREEMENT
FOR
TEXAS ASSOCIATION OF COUNTIES
EMPLOYEE BENEFITS POOL**

This Agreement, entered into by and between the Texas Association of Counties Employee Benefits Pool (hereinafter called "the Pool") and UPSHUR COUNTY (hereinafter called "Member") shall be effective as of the date hereinafter shown.

WHEREAS, the Pool is sponsored by the Texas Association of Counties (hereinafter called "TAC"), the Pool was formed by the entry of interlocal agreements by Members and the Pool is an unincorporated association of counties and other political subdivisions that was created to provide accident and health benefits to employees of its members pursuant to *Texas Local Government Code Ann. Sec. 172.001, et seq.* and *Art. 4413(32c), Vernon's Texas Civil Statutes*; and

WHEREAS, Member, a Texas county/political subdivision of the State of Texas, desires to take advantage of the benefits made available through the Pool; and

WHEREAS, Member has elected to provide certain benefits pursuant to the provisions of *Sec. 172.02, Local Government Code* to certain classes of its employees, officials, retirees and/or dependents;

WHEREAS, the parties recognize that the Pool is a self-insurance health benefits fund authorized by statute and the coverage provided is not considered insurance under the *Texas Insurance Code* and other state laws;

NOW, THEREFORE, it is Agreed and Understood among the parties as follows:

SECTION 1

Election of Participation

1.01 Creation of Pool

Member hereby enters into a contract with other participating Pool Members by execution of other creating instruments to create Pool pursuant to the provisions of *Art. 4413(32c), V.T.C.S.*

1.02 Election

Member hereby elects to become a member of the Pool.

1.03 Benefits Described in Exhibit A

Member shall participate and receive the benefits as are particularly described in the coverage document, the initial such document being designated "Exhibit A", attached hereto and incorporated by reference for all purposes. Changes in benefits to be provided shall be made by replacement, amendment or supplement to the coverage document, each of which shall be incorporated herein and considered to constitute a part of this Interlocal Participation Agreement. Member may terminate Pool membership by written refusal to accept any such changes prior to the effective date of the proposed changes by written notice to Pool within 30 days of issuance to Member of the notice of change of benefits or a copy of the amendment, supplement or replacement to the coverage document.

Unless otherwise provided in the coverage document, the term "employee" shall not include retirees, non-officeholders working less than thirty (30) hours per week or their dependents.

The term of this Agreement shall commence on the 1ST day of JUNE, 1996, and shall continue in full force and effect for a period of one (1) year. This Agreement shall be automatically renewed annually for an additional one (1) year term without the necessity of any action by the parties other than the acceptance of any amendments to the coverage contract and rates. Either party may elect not to renew this Agreement by giving written notice at least sixty (60) days prior to the end of the original term or any renewed term.

1.05 Termination

This Agreement may be terminated and Pool membership status ended by either party by giving sixty (60) days written notice of intent to terminate the Agreement to the other party. In addition, Member may terminate on the effective date of any rate change by giving notice of refusal to accept a change of rates by the Pool or change in benefits provided by the Pool. The Pool may terminate the Agreement on five (5) days notice for Member's failure to make a payment due to the Pool. Any notice of intent to terminate must be delivered by deposit in the U. S. Mail, certified, return receipt requested.

All claims pending at the date of withdrawal will become the responsibility of the Member, and the Pool's responsibility for such claims is limited to payment of expenses for services rendered for such claim prior to the date of withdrawal. All claims incurred after the date of termination are the sole responsibility of the Member.

SECTION 2

Power, Duties

2.01 Powers of Pool

The Pool shall have any power necessary to carry out the purposes of this Agreement which may be conferred by *Texas Local Government Code Ann. Sec. 172.001, et seq.*, this Agreement and the rules, regulations, and Bylaws of the Pool. The Pool shall have the power to employ a Pool Administrator and independent contractors to assist in carrying out this Agreement.

2.02 Duty to Act

The Pool shall be under no duty to take any action, except as specifically provided for in this Agreement and except as it shall hereinafter agree in writing to take.

2.03 Obligation of Member

By execution of this Agreement, Member agrees to comply with and abide by the Bylaws, rules and regulations of the Pool and amendments thereof.

2.04 Insolvency

In the event of insolvency of the Pool, the individual Member Counties are solely responsible for the unpaid claims of their own employees.

2.05 Incorporation of Bylaws

The Bylaws of the Texas Association of Counties Employee Benefits Pool and amendments thereto are incorporated by reference and made a part of this Agreement for all purposes as if fully set out herein. A copy of the Bylaws is attached hereto, marked "Exhibit B", and made a part hereof for all pertinent purposes.

SECTION 3**Pool Coordinator****3.01 Appointment**

Member shall by written instrument appoint a Pool Coordinator, a copy of which shall be provided the Pool Administrator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the instrument. The Pool Coordinator shall be responsible to the Pool for promptly providing the Pool or its contractor any required information and all notices required under this contract.

3.02 Change of Pool Coordinator

Member may change its Pool Coordinator and/or the address for notice by giving written notice to Pool of such change prior to the effective date of the change.

3.03 Responsibility of Pool Coordinator

Any failure or omission of the Member's Pool Coordinator shall be deemed a failure or omission of the Member. The pool or its contractor is not required to contact any other individual with respect to Member's business except the named Pool Coordinator. Any notice given the Pool Coordinator by Pool or its contractor shall be deemed notice to Member.

SECTION 4**Compensation****4.01 Charges**

The rates or charges for accident and health benefits coverage provided by the Pool to Member shall be as may be described in a coverage document, the current such document being designated as "Exhibit A" and attached hereto incorporated by reference herein for all pertinent purposes. Each amendment or supplement thereto, including notices of rate changes, shall become a part of this Agreement. Rates and charges may be adjusted by the Board of the Pool during the term of this contract. In the event that rates are adjusted, the new fees shall be effective after thirty (30) days from the date that the notice of new rates is issued by the Pool. Member may terminate Pool membership by written refusal to accept any change in rates prior to the effective date of the proposed change. Fees and charges

are payable by Member on the 30th day after issuance of a Pool invoice, or as otherwise may be provided in the coverage document, and shall be paid from Member's current revenues.

SECTION 5

Miscellaneous

5.01 Eligibility of Pool Member

Member must be a Texas county or county related political subdivision.

5.02 Agreement to Comply with Bylaws

Member agrees to comply with the Bylaws of the Pool and the rules and regulations promulgated thereunder and the amendments thereto.

5.03 Amendment

This Agreement shall not be amended or modified other than in a written agreement signed by the parties or in the manner as is otherwise provided herein, including any exhibits and attachments to this agreement, to effect changes in coverages and rates through provision of amendments, supplements or replacements to the coverage document, the initial such document being designated as "Exhibit A" and attached hereto.

5.04 Applicable Law

This Agreement is entered into and executed in the State of Texas, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas. This contract shall be deemed to be performable in Travis County, Texas.

5.05 Acts of Forbearance

No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

5.06 Effect of Partial Invalidity

In case any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

5.07 Headings and Captions

The headings and captions in this Agreement are inserted for the purpose of convenience only and shall not be considered in the construction of any provision.

5.08 Notices

Except as otherwise provided herein, any notice required to be given or payment required to be made to Pool shall be deemed properly sent if addressed to:

Texas Association of Counties
Employee Benefits Pool
P. O. Box 2131
Austin, Texas 78768

and deposited in the United States mail with proper postage. The Pool may change its address by giving notice to Member. Any notice required to be given or payment required to be made to Member shall be deemed properly sent if addressed to the Member's Pool Coordinator at the address set forth below.

5.09 Counterparts

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

5.10 Exclusive Right to Enforce

The Pool and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

5.11 Prior Agreements Superseded

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior agreements respecting the services to be provided under this Agreement.

5.12 Not Insurance

The benefits provided by the Pool to Member or any other person pursuant to this Interlocal Agreement are not insurance.

EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

TEXAS ASSOCIATION OF COUNTIES
EMPLOYEE BENEFITS POOL

[Signature]
Executive Director
Texas Association of Counties,
Administrator

[Signature]
Member

County Judge
Title

Date: _____

Date: January 24, 2000

POOL COORDINATOR

Name: Myra Harris County Treasurer

Address: P.O. Box 730

Gilmer, Texas 75644

FILED
REX A SHAW
COUNTY CLERK
00 JAN 24 PM 3:14
UPSHUR COUNTY, TX.
BY _____
DEPUTY

NO. _____

THE STATE OF TEXAS

THE COUNTY OF UPSHUR

On the 24th day of JANUARY, ~~19~~²⁰⁰⁰, the Commissioners' Court of UPSHUR County, Texas, met in REGULAR Session with the following members of the Court present:

<u>Charles L. Still</u>	County Judge, Presiding
<u>Gaddis Lindsey</u>	Commissioner, Pct. No. 1
<u>Tommy Stanley</u>	Commissioner, Pct. No. 2
<u>Rick Jackson</u>	Commissioner, Pct. No. 3
<u>Russell Green</u>	Commissioner, Pct. No. 4

and at such session, among other business coming to the attention of he Court, was consideration of the following resolution:

WHEREAS, UPSHUR County is concerned with the availability of accident and health insurance coverage available to Texas counties; and

WHEREAS, the Legislature of the State of Texas has enacted the provision of *Texas Local Government Code Ann. Sec. 172.001, et seq.* which authorizes a political subdivision or group of political subdivisions pursuant to The Interlocal Cooperation Act, Article 4413 (32c), *Vernon's Texas Civil Statutes*, directly or through a risk pool to provide health and accident coverage for political subdivision officials, employees, and retirees or any class of officials, employees, or retirees; and

WHEREAS, the County hereby determines that it shall provide certain health and or accident benefits to certain classes of its employees, officials, and/or retirees and that it shall create and participate in the Texas Association of Counties Employee Benefits Pool by entering into an Interlocal Participation Agreement pursuant to the provisions of *Texas Local Government Code Ann. Sec. 172.001, et seq.*;

WHEREAS, participation in the Texas Association of Counties Employee Benefits Pool requires execution of an Interlocal Participation Agreement, in which the County agrees to be bound by the Agreement and the rules, regulations and by-laws of the Texas Association of Counties Employee Benefits Pool;

Therefore, be it ordered that the County shall create and participate in the Texas Association of Counties Employee Benefits Pool and execute the Interlocal Participation Agreement required for such participation in the self-insured Employee

Benefits Pool in order to provide the benefits described in such Agreement in the manner and to the classes of individuals indicated therein. A copy of such Interlocal Participation Agreement is attached hereto and incorporated herein for all pertinent purposes.

BE IT SO ORDERED.

Adopted this 24 day of JANUARY, 192000

Sal to Steel
COUNTY JUDGE

Gaddis Lindsey
COMMISSIONER, Pct. No. 1

Johnny Stanley
COMMISSIONER, Pct. No. 2

[Signature]
COMMISSIONER, Pct. No. 3

[Signature]
COMMISSIONER, Pct. No. 4

FILED
REX A. SHAW
COUNTY CLERK
00 JAN 24 PM 3:44
UPSHUR COUNTY, TX.
BY _____
DEPUTY



PATTILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS



VOL 55 PG 815

PATTILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

January 29, 1999

Honorable County Judge and
Commissioners
Upshur County, Texas

Gentlemen:

In planning and performing our audit of the financial statements of Upshur County, Texas, for the year ended September 30, 1998, we considered the County's internal control structure to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on the internal control structure.

However, during our audit we became aware of several matters that are opportunities for strengthening internal controls and operating efficiency. The memorandum that accompanies this letter summarizes our comments and suggestions regarding those matters. This letter does not affect our report dated January 29, 1999, on the financial statements of Upshur County, Texas.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various County personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

Yours truly,

PATTILLO, BROWN & HILL, L.L.P.

James C. Curry, CPA, CGFM

JCC/dw
Attachment

AMERICAN PLAZA ■ 200 WEST HWY. 6 ■ SUITE 300 ■ P.O. BOX 20725 ■ WACO, TX 76702-0725 ■ (254)772-4901 ■ FAX: (254)772-4920 ■
AFFILIATE OFFICES: BROWNSVILLE, TX (954)544-7778 ■ HILLSBORO, TX (254)582-2583 ■ ALBUQUERQUE, NM (505)266-5904

UPSHUR COUNTY, TEXAS
COMMENTS AND SUGGESTIONS

FOR THE YEAR ENDED
SEPTEMBER 30, 1998

ACH WIRE TRANSFERS

During our audit of cash, we noted that checks were written for wire transfer transactions and then placed with the bank statements as a means of record keeping. These checks were not defaced in any way. This practice could lead to the cashing of a check not meant for presentation. We recommend that only checks meant for presentation be written and alternative procedures developed for record keeping purposes.

COUNTY AUDITOR'S OFFICE

While conducting our audit, it was noted that the County Auditor's office was not reviewing bank reconciliations. The review of bank reconciliations is essential to providing accurate financial statements. We recommend that the Auditor's office obtain necessary bank reconciliations, reconcile them to the general ledger, and investigate any differences in a timely manner.

It was also noted that the Auditor's office was not making internal audit visits to fee offices on a regular basis. The practice of internal audits helps identify possible deficiencies in internal control structure and aid in the safeguarding of assets. We recommend that the Auditor's office develop an internal audit plan and review all fee offices on a regular basis.

BID PROCEDURES

During our review of fixed assets, we noted a purchase in which bid procedures were not properly followed. State law requires that bids be sought on certain purchases. This also aids in obtaining the best possible price for the County. We recommend that all invoices be reviewed for possible bid procedure violation before payment is made.

FIXED ASSET SALES

While auditing fixed assets, we noted an instance where a fixed asset was sold and erroneously recorded as a reduction of expenditures. Sales of fixed assets should be recorded as "Other Financing Sources - Proceeds from Sale of Asset." We recommend that future sales of assets be properly identified and recorded as an other financing source.

PRIOR YEAR COMMENTS

VOL 55 PG 817

SEGREGATION OF DUTIES

Prior Year Comment:

During our review of internal controls over the various offices of the County, we noted, while each department operates efficiently with the personnel assigned to the department, some departments have not segregated various duties within the department. While in a lot of instances, the size of an office staff can make segregating duties such as receiving funds, depositing funds, reconciling funds and reporting funds difficult, we urge the various department heads to review their operations on a continuing basis in order to determine if some of these duties could be segregated. By segregating these duties, control over the assets of the office is enhanced.

Current Status:

Unchanged.

YEAR 2000

Prior Year Comment:

As the year 2000 approaches, we recommend that the County prepare for the potential problems to come. While the use of the two-digit date field has been cost-effective to date, the typical organization stands to face several problems at the turn of the century. The Year 2000 Rule states that four-digit year elements will be used for the purposes of electronic data interchange in any recorded form among state agencies, institutions of higher education and the public. We suggest that the County establish a plan to recognize and act on the possibility of uncertainty and numerous questions regarding the conversion to the new format. The plan may include the establishment of a project team consisting of operational and technical staff that would be responsible for conducting an initial assessment of all information technology systems and facilities. Executive leadership will also be required in order to stress the importance of the information acquired and the actions to be taken.

Current Status:

Although the County deems its computer system to be Y2K compliant, the County should be aware of potential difficulties concerning major suppliers that may not be Y2K compliant. Alternate sources for these suppliers should be determined prior to any problems that may arise.

VOL 55 PG 818

NEW HIRE REPORTING PROGRAM

Prior Year Comment:

The Employer New Hire Reporting (ENHR) program was enacted by the Texas Legislature in 1993 to help the state in locating noncustodial parents who owe child support and help detect fraud in other public assistance areas. The program requires, on a voluntary basis, that information on W-4s for all new hires be provided to the state. However, in October of 1998, it will be mandatory to provide this information.

Thus, we recommend that the County take all appropriate measures necessary to be in compliance prior to October 1998. All information and forms are available at our offices.

Current Status:

The County is currently in compliance with the New Hire Reporting Program.

CHECKBOOK SECURITY

Prior Year Comment:

During our review, we noted that the Tax Assessor/Collector's and the County Clerk's offices left their checkbooks in an unsecured area. We recommend that these items be kept in a secured area. By keeping these items secure, these offices will help prevent unauthorized use of the checkbooks.

Current Status:

During our review of cash, we noted no instance of unsecured assets in the County Clerk's office, although a checkbook in the Tax Assessor/Collector's office was not secured.

CASH DRAWERS

Prior Year Comment:

While performing our audit of the County's fee offices, we noted that the County Clerk's office has each employee operating out of the same cash drawer. We suggest each person collecting cash have his or her own cash drawer with a removable money tray that can be covered and locked or some other method of limiting access to that person and one other person such as the head teller or elected official. These drawers should be balanced daily to identify any discrepancies on a timely basis. Currently, when these funds are stored over night, several people have access. This procedure would protect the person responsible for the funds as well as others from false accusation in the event of a shortage since only two people would have access to the funds.

Current Status:

Unchanged.

VOL 55 PG 819

SUBSIDIARY LEDGERS

Prior Year Comment:

Detail reports of subsidiary ledgers did not agree with their respective accounts on the general ledger. The detail subsidiary ledgers should be a complete list of each individual balance that comprises the total on the general ledger. We recommend that the County determine any differences and adjust accounts accordingly. Once adjusted, these should be reconciled on a timely basis each month.

Current Status:

Unchanged.

BANK RECONCILIATIONS

Prior Year Comment:

Bank reconciliations were not performed on a timely basis for the District Clerk, County Clerk, Justice of the Peace #1, Justice of the Peace #3, and Justice of the Peace #4 bank accounts. Timely bank reconciliations will provide management with improved information about the County's cash position and needs at any point in time. By performing a reconciliation on a timely monthly basis, the County will also be able to find and correct errors or irregularities, whether intentional or unintentional, on a timely basis. We recommend the County perform a monthly reconciliation of each bank account on a timely basis.

Current Status:

All reconciliations were noted to be performed in a timely manner except for the Justice of the Peace #4 bank account and the Justice of the Peace #1 bank account.

CLOSING OF BANK ACCOUNTS

Prior Year Comment:

The County still has several accounts still open from a prior depository. To ensure that cash is being handled in an appropriate manner and to safeguard assets we recommend these accounts be closed as soon as possible and balances be transferred to their respective accounts at the County's current depository.

VOL 55 PG 820

Current Status:

All accounts at the prior depository have been closed.

* * * * *

We appreciate the opportunity to be of service to Upshur County, Texas. If you should have any questions or require further information, please do not hesitate to call.

FILED
REX A SIMS
COURT
00 JAN 27 AM 8:38
UPSHUR COUNTY TEXAS
IN _____
IF PRIORITY



Phone (903) 734 6269
Fax (903) 734 6769

Office Hours 8-4
Mon Thru Fri

ARNOLD GRIMES

Justice of the Peace Pct #1
Upshur County
FM 3358 & FM 726
Glenwood
Rt. 1, Box 229
Gilmer, Texas 75644

FILED
NEXA SHAW
COURT CLERK
00 JAN 24 AM 11:13
UPSHUR COUNTY, TX
BY _____
DEPUTY

January 19, 2000

To: Upshur County Commissioners

Dear Sirs,

In reference to my recommendation of the reclassification of the Justice clerks of Pct.1, 3 & 4 who now are making \$5.48, which is \$950.00 per month. The wages that already existed for full time clerks at JP#2 and are \$1500.00 and \$1525.00 per month. It was an oversight with all of us when the clerks was made full time as to what their pay will be. I had assumed they would be reclassified and then pay would be the same as clerks in JP#2 office. The JP's would like to have equal pay code for all clerks doing the same duties. My total revenue for December 99 was 16,474.00 and JP#2 was 18,500.00. Our clerks alone handles all filing of all claims, complaints, small claims, and forcible detainers, hot checks, data entry, answering phones, issuing warrants, all mail outs for past due notices, while assisting the Judges with court hearings while these duties are shared in JP#2 between the two clerks, giving them more time to complete their duties without interruptions. Please give this your deepest consideration at the January 24, commissioners court meeting at which time I will address this reclassification. To see if we can come up with a solution to the reclassification of JP # 1,3 & 4 clerks.

Arnold Grimes
Judge Arnold Grimes
Justice of the Peace Pct.1
Upshur County

Section 2 of the 1991 Act provides:

"This Act takes effect September 1, 1991, and applies to proceedings in a justice or municipal court that occur on or after that date. A proceeding that occurs in a justice or municipal court before the effective date of this Act is governed by the law in effect when the proceeding occurred, and that law is continued in effect for that purpose."

For application provisions of Acts 1999, 76th Leg., ch. 1545, see notes following Vernon's Ann.C.C.P. art. 45.001.

Art. 45.06. Renumbered as Vernon's Ann.C.C.P. art. 45.203 by Acts 1999, 76th Leg., ch. 1545, § 61, eff. Sept. 1, 1999

Arts. 45.07 to 45.09. Repealed by Acts 1999, 76th Leg., ch. 1545, § 75(a), eff. Sept. 1, 1999

Art. 45.10. Renumbered as Vernon's Ann.C.C.P. art. 45.042 by Acts 1999, 76th Leg., ch. 1545, § 40, eff. Sept. 1, 1999

SUBCHAPTER C. PROCEDURES IN JUSTICE COURT

*Acts 1999, 76th Leg., ch. 1545, § 54
designated Subchapter C.*

Art. 45.101. Justice Court Prosecutions

(a) All prosecutions in a justice court shall be conducted by the county or district attorney or a deputy county or district attorney.

(b) Except as otherwise provided by law, appeals from justice court may be prosecuted by the district attorney or a deputy district attorney with the consent of the county attorney.

Added by Acts 1999, 76th Leg., ch. 1545, § 55, eff. Sept. 1, 1999.

For application provisions of Acts 1999, 76th Leg., ch. 1545, see notes following Vernon's Ann.C.C.P. art. 45.001

Art. 45.102. Offenses Committed in Another County

Whenever complaint is made before any justice of the peace that a felony has been committed in any other than a county in which the complaint is made, the justice shall issue a warrant for the arrest of the accused, directed as in other cases, commanding that the accused be arrested and taken before any magistrate of the county where such felony is alleged to have been committed, forthwith, for examination as in other cases.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722. Renumbered from Vernon's Ann.C.C.P. art. 45.21 and amended by Acts 1999, 76th Leg., ch. 1545, § 56, eff. Sept. 1, 1999

For application provisions of Acts 1999, 76th Leg., ch. 1545, see notes following Vernon's Ann.C.C.P. art. 45.001.

Art. 45.103. Warrant Without Complaint

If a criminal offense that a justice of the peace has jurisdiction to try is committed within the view of the justice, the justice may issue a warrant for the arrest of the offender.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722. Renumbered from Vernon's Ann.C.C.P. art. 45.15 and amended by Acts 1999, 76th Leg., ch. 1545, § 57, eff. Sept. 1, 1999.

For application provisions of Acts 1999, 76th Leg., ch. 1545, see notes following Vernon's Ann.C.C.P. art. 45.001.

Art. 45.11. Renumbered as Vernon's Ann.C.C.P. art. 44.281 by Acts 1999, 76th Leg., ch. 1545, § 65, eff. Sept. 1, 1999

Art. 45.12. Repealed by Acts 1999, 76th Leg., ch. 1545, § 75(a), eff. Sept. 1, 1999

Art. 45.13. Renumbered as Vernon's Ann.C.C.P. art. 45.017 by Acts 1999, 76th Leg., ch. 1545, § 14, eff. Sept. 1, 1999

Art. 45.14. Repealed by Acts 1989, 71st Leg., ch. 499, § 2, eff. Aug. 28, 1989

Art. 45.15. Renumbered as Vernon's Ann.C.C.P. art. 45.103 by Acts 1999, 76th Leg., ch. 1545, § 57, eff. Sept. 1, 1999

Art. 45.16. Repealed by Acts 1999, 76th Leg., ch. 1545, § 75(a), eff. Sept. 1, 1999

Art. 45.17. Renumbered as Vernon's Ann.C.C.P. art. 45.019 by Acts 1999, 76th Leg., ch. 1545, § 16, eff. Sept. 1, 1999

Art. 45.18. Renumbered as Vernon's Ann.C.C.P. art. 45.014 by Acts 1999, 76th Leg., ch. 1545, § 11, eff. Sept. 1, 1999

Art. 45.19. Repealed by Acts 1999, 76th Leg., ch. 1545, § 75(a), eff. Sept. 1, 1999

Art. 45.20. Repealed by Acts 1991, 72nd Leg., ch. 446, § 2, eff. June 11, 1991

SUBCHAPTER D. PROCEDURES IN MUNICIPAL COURT

*Acts 1999, 76th Leg., ch. 1545, § 58
designated Subchapter D.*

Art. 45.201. Municipal Prosecutions

(a) All prosecutions in a municipal court shall be conducted by the city attorney of the municipality or by a deputy city attorney.



Upshur County Sheriff's Department

485 N. Titus • Gilmer, Texas 75644
903-843-2541 • Toll Free 1-877-381-9558 • Fax 903-843-2368

R.D. "BUCK" CROSS
Sheriff

MURRAY JORDAN
Chief Deputy

ROBERT CROMLEY
Lieutenant
Jail Administrator

JIM GRISWOLD
Communication
Supervisor

DATE: 01-14-00

TO: Judge Steel

ATTENTION: _____

FAX # 843-5492

FROM: Sheriff Cross

TOTAL # OF PAGES INCLUDING THIS
COVER SHEET 4
RETURN FAX # (903) 843-2368

FILED
REX A SHAW
COUNTY CLERK
00 JAN 24 AM 11:13
US DIST CT DIST TX
DEPUTY

VOL 55 PG 824

HOUSING AGREEMENT

This agreement is made and entered into on this ____ day of _____, 2000, between Upshur County and TransCor America an operating division of Corrections Corporation of America, a Tennessee corporation having its corporate offices located at 646 Melrose Ave., Nashville, TN 37211.

The purpose of this agreement is to make available to TransCor a facility to temporarily house limited numbers of prisoners being transported under TransCor custody, and to insure prompt payment for such housing services to Upshur County Sheriff's Office. For the purposes of this agreement, the term "prisoner" means any person who is lawfully in the custody of a TransCor agent.

GENERAL PROVISIONS

1. This agreement may be terminated by either party at any time, with or without cause, upon not less than fourteen (14) days written notice delivered by certified mail or in person to the other party.

2. Under the terms of this agreement Sheriff of Upshur County agrees to furnish temporary housing and meals for prisoners brought to the facility in Upshur County and to provide the same degree of care and supervision as regular inmates. TransCor agrees to provide at least four hours prior notification of housing requirements to the Jail facility. Notification of housing shall include the proper

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REX A. SHAW
COUNTY CLERK
00 JAN 24 AM 11:14
UPSHUR COUNTY, TX.
DEPUTY

time period TransCor will call to inform the jail facility of the circumstances and when to expect pick-up. TransCor agents will provide a list of prisoners to be housed at the time of arrival. The TransCor agent and the Upshur County facility representative will sign the housing list indicating the date and time of arrival as well as the corresponding departure date and time.

3. In the event of delays whether or not beyond TransCor control, including inclement weather, accident or mechanical malfunctions, TransCor shall provide for all prisoner costs related to such delays including, but not limited to food and lodging.

4. In assuming custody of prisoners from TransCor, the Sheriff of Upshur County facility agrees to perform their responsibilities for security, safety and control of prisoners in a professional manner. In the event of unusual incidents, emergencies, and/or controversial situations which arise in the performance of responsibilities and/or services under this agreement, the Sheriff of Upshur County agrees to report such incidents to TransCor as soon as possible. For purpose of this paragraph "unusual incident, emergency, or controversial situations" include but are not limited to any act of violence by a prisoner, any escape or attempted escape of a prisoner, or any other breach of security, any excessive delay in the drop off or pick-up of a prisoner, any emergency medical condition of a prisoner requiring transport to a medical facility. In any situation requiring medical attention by trained medical personnel, (except in emergency situations), the Sheriff of Upshur county agrees to provide prior notification of any requirements to transport a TransCor prisoner to a treatment facility and/or hospital. If circumstances dictate that a prisoner be transported to a qualified medical facility for emergency treatment TransCor shall be

VOL 55 PG 826

notified as soon as possible. All medical costs related to pre-existing conditions and/or emergency situations not caused directly by TransCor shall be passed to the prisoner's demanding agency. TransCor agrees to hold harmless the Sheriff of Upshur county for any medical costs resulting from pre-existing conditions and/or emergency situations not caused directly by negligence on the part of the Sheriff of Upshur County.

METHOD OF COMPENSATION

TransCor agrees to pay to the Sheriff of Upshur County the sum of \$36.00 per each prisoner housed for a 24-hour period. Payment shall be made by COM Check whenever services are rendered, or within 30 days of receipt of written invoice.

CONTRACT EXTENTIONS

The Sheriff of Upshur county has the option to renew this contract for two additional twelve month periods with the concurrence of TransCor. This contract shall be in effect for the date of its execution and may be extended with substantially the same terms for each one (1) year period by mutual written agreement of the parties.

AMENDMENT AND WAIVER IN WRITING

No provision of this agreement can be amended or waived, except by a statement in writing, signed by the party against which enforcement of the amendment or waiver is sought.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase is held to be contrary to law, or contrary to any rules or regulations, such decision shall not affect the remaining portions of this Agreement.

VOL 55 PG 827

TOTALITY OF AGREEMENT

All of the agreements between the parties are included herein and no warranties, expressed or implied, representations, promises or statements, have been made by either party unless endorsed herein in writing and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this contract on the day and year written below:

Date: _____

SHERIFF

By: _____

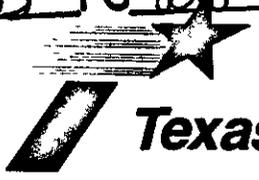
Title: _____

TRANSCOR AMERICA

By: _____
John G. Zierdt, Jr.

Title: _____

Agenda for 1-24-2000



Texas Department of Transportation

P O BOX 149217 • AUSTIN, TEXAS 78714-9217 • (512) 486-5000

January 7, 2000

FILE: TPP (D)
(512) 486-5052

reprinted
1-24-2000

The Honorable Charles L. Still
Upshur County Judge
P. O. Box 730
Gilmer, TX 75644

Dear Judge Still:

This letter is to notify your office that the Texas Department of Transportation (TxDOT) has completed the correction phase of the County Road Inventory Project. Each county received a graphic map and a set of road logs to review county mileage's and was asked to notify us of any changes.

Additional county-maintained road mileage collected by TxDOT representatives has been added to the total county-maintained road mileage for your county. Any decrease in mileage verified during the inventory has also been reflected in your mileage total. The total county-maintained road mileage to be used in the 2000 mileage certification is 633 miles. This county-maintained road mileage will be submitted to TxDOT's Vehicle Titles and Registration Division and to the State Comptroller's Office for disbursement of the Lateral Road and Bridge funds for September 2000.

A revised set of maps and road logs will be forthcoming. Any additional changes will be inventoried within the next year, for certification in January 2001.

If you have any questions or need clarification of the procedures, please contact Mr. Martin Broad at (512) 486-5058 or Ms. Debbie Hansen at (512) 486-5070.

Sincerely,

Alvin R. Lueddecke, Jr.

Alvin R. Lueddecke, Jr., P.E.
Director, Transportation
Planning and Programming

cc: James L. Randall, P.E.
Kim Hajek/Jim Copeland
Martin Broad/Debbie Hansen
Tax Assessor-Collector

FILED
REX A. SHAW
COUNTY CLERK
00 JAN 24 AM 11:14
UPSHUR COUNTY, TX
BY _____
CP/PH/TV

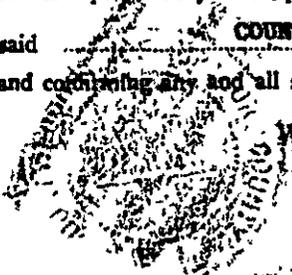
DEPUTATION

THE STATE OF TEXAS

COUNTY OF UPSHUR

I, REX A. SHAW,

COUNTY CLERK of the County of UPSHUR and State of Texas, having full confidence in DORISIE L. ESCANLAR of said County and State, do hereby with the consent of the Commissioners' Court of UPSHUR County, Texas, duly entered herein, nominate and appoint the said DORISIE L. ESCANLAR my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said COUNTY CLERK of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.



Witness my hand, this 24TH day of JANUARY 16 2000

Rex Shaw
of UPSHUR County, Texas.

THE STATE OF TEXAS

COUNTY OF UPSHUR

BEFORE ME, THE HONORABLE-

CHARLES L. STILL, COUNTY JUDGE in and for UPSHUR County, Texas,

on this day personally appeared REX A. SHAW-COUNTY CLERK

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office at GILMER, Texas,

this 24TH day of JANUARY 16 2000

Charles L. Still
County Judge

OATH OF OFFICE

I, DORISIE L. ESCANLAR

do solemnly swear (or affirm) that I will faithfully execute the duties of the office of UPSHUR COUNTY CLERK and for DEPUTY-UPSUR County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So help me God.

Signed *Dorisie Escanlar*

Sworn to and subscribed before me, this 24TH day of JANUARY 16 2000

FILED	REX A. SHAW	CLERK
JAN 24	AM 11:14	
UPSUR COUNTY, TX.		
DEPUTY		

VOL 55 PG 830

DEPUTATION

THE STATE OF TEXAS

COUNTY OF UPSHUR I, REX A. SHAW

COUNTY CLERK of the County of UPSHUR and State of Texas, having full confidence in REGINA M. SIMMONS of said County, and State, do hereby with the consent of the Commissioners' Court of UPSHUR County, Texas, duly entered herein, nominate and appoint the said REGINA M. SIMMONS my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said COUNTY CLERK of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this 24TH day of JANUARY 16 2000

Rex A. Shaw
of UPSHUR County, Texas.

THE STATE OF TEXAS

COUNTY OF UPSHUR BEFORE ME, THE HONORABLE

CHARLES L. STILL, COUNTY JUDGE in and for UPSHUR County, Texas,

on this day personally appeared REX A. SHAW - COUNTY CLERK

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office at GILMER, Texas,

this 24TH day of JANUARY 17 2000.

Charles L. Still
County Judge

OATH OF OFFICE

I, REGINA M. SIMMONS

do solemnly swear (or affirm) that I will faithfully execute the duties of the office of UPSHUR COUNTY CLERK and for DEPUTY - UPSHUR County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So help me God.

Signed Regina Simmons
Sworn to and subscribed before me, this 24TH day of JANUARY 16 A. D. 2000

BY REX A. SHAW
CLERK
COUNTY CLERK
UPSHUR COUNTY, TX
DEPUTY
DO JAN 24 AM 11:14

DATE	BY	REVISION

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	LAYOUT SHEET
3	WIRING DIAGRAM
4	* RCSS-98
5	* RCPM-96
6	* W(3)-95

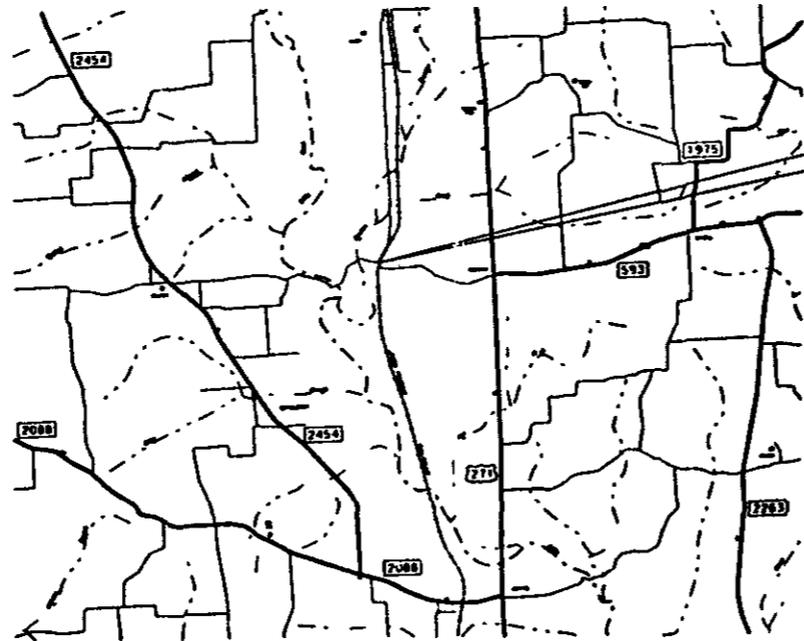
PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT
PROJECT NO. STP 98 (526) RXP
CSJ NO. 0919-02-022
UNION PACIFIC RAILROAD
GRADE CROSSING WARNING DEVICES
ON MULE DEER RD AT MIDWAY
UPSHUR COUNTY - DOT NO. 789 799B

THESE PLANS WERE DEVELOPED BY MEMBERS OF THE DIAGNOSTIC TEAM IN ACCORDANCE WITH TERMS OF THE STATE-RAILROAD AGREEMENT AND ARE HEREBY AUTHORIZED FOR CONSTRUCTION.

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE WITH AN * HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT. RAILROAD SIGNAL DEVICES FOR THIS PROJECT WERE NOT DESIGNED BY THE UNDERSIGNED ENGINEER.



1-3-00
DATE



PROJECT LOCATION
MULE DEER RD STA. 10+00
- UP RR 501.8

FILED
RECEIVED
COUNTY CLERK
UPSHUR COUNTY, TX.
00 JUN 24 AM 11:14
BY _____
CITY

NOTE:
THE RAILROAD COMPANY SHALL ERECT AND MAINTAIN SUCH BARRICADES AND WARNING SIGNS OR USE SUCH PRECAUTIONS AS MIGHT BE NECESSARY IN THE OPINION OF THE TxDOT ENGINEER TO ENSURE AND SAFEGUARD THE NORMAL USE OF THE HIGHWAY DURING THE INSTALLATION OF THE PROJECT. ASSOCIATION OF AMERICAN RAILROADS SIGNAL SECTION SPECIFICATIONS SHALL GOVERN ON THIS PROJECT.

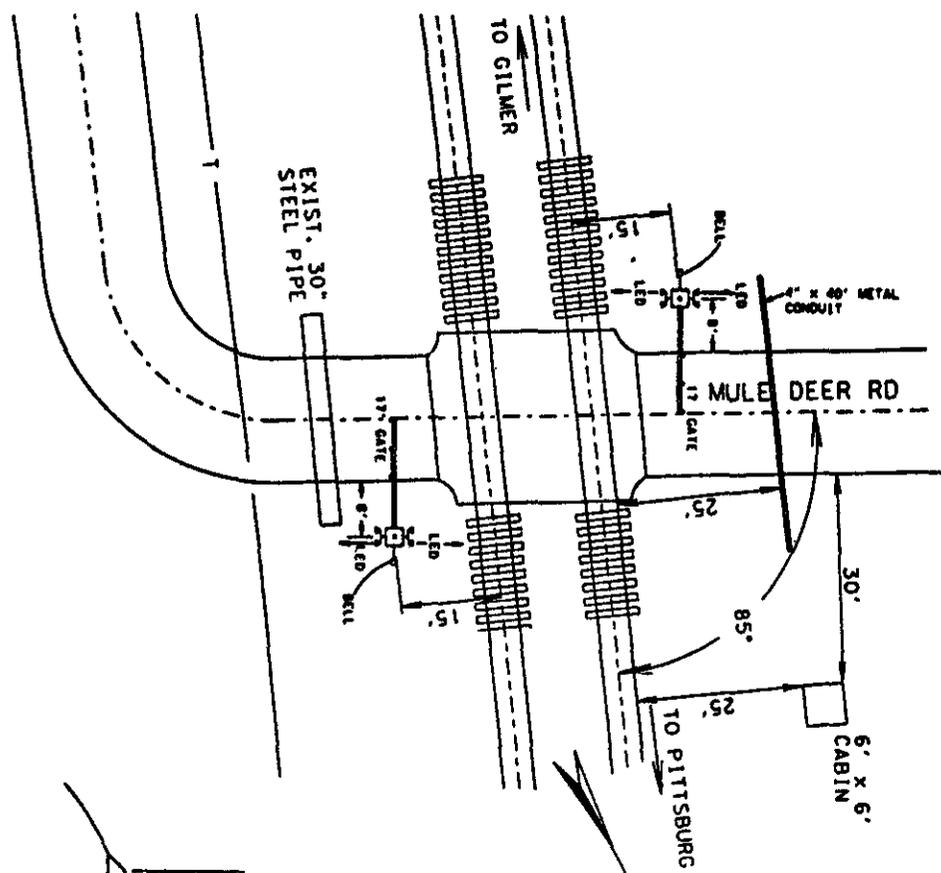
VICINITY MAP
SCALE: 1" = 1/2 MILE

TEXAS DEPARTMENT OF TRANSPORTATION

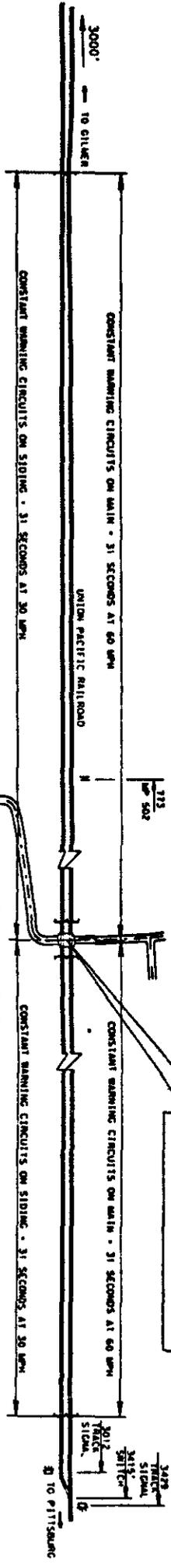
1-3-00
1-10-00
RECOMMENDED FOR APPROVAL: _____
DISTRICT ENGINEER
APPROVED FOR CONSTRUCTION: _____
DIRECTOR, TRAFFIC OPERATIONS DIVISION

VOL 55 - G 832

ENLARGED PLAN VIEW
SCALE: 1" = 20'



VICINITY LAYOUT
SCALE: 1" = 200'



PROJECT LOCATION
MALE DEER RD STA 10+00
UPRR MP 501.8

GENERAL NOTES

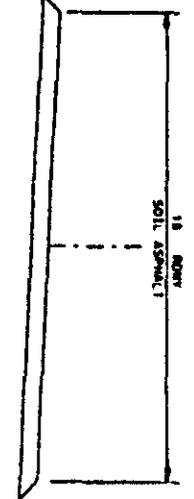
1. SIGNAL CIRCUITS ARE DESIGNED TO GIVE 28 SECONDS WARNING TIME PLUS 1 SECOND FOR CLEANUP TIME PLUS 5 SECONDS FOR BUFFER TIME PLUS 5 SECONDS FOR EQUIPMENT RESPONSE TIME PLUS 8 SECONDS FOR TRAFFIC SIGNAL INTERLOCK PART 1 - 31 SECONDS TOTAL APPROACH TIME PRIOR TO THE ARRIVAL OF THE FASTEST TRAIN AT THIS CROSSING.
2. CONSTANT WARNING CIRCUITS ARE TO BE USED ON MAIN AND SIDING ON THIS PROJECT THROUGH TRAINS PER DAY AT 60 MPH AND 2 SWITCHING MOVES PER DAY AT 30 MPH.
3. TRAFFIC DATA: 90 ADT AND 4 ON WOOD SCHOOL BUSES PER DAY AT 35 MPH AND 23 THROUGH TRAINS PER DAY AT 60 MPH AND 2 SWITCHING MOVES PER DAY AT 30 MPH.
4. 4" x 4" METAL CONDUIT TO BE FURNISHED AND PLACED BY THE RAILROAD COMPANY AT 20' BELOW TOP OF THE ELEVATION.
5. APPROXIMATELY 100 CY FILL AND 6 CY CRUSHED COVER ROCK FOR INSTRUMENT CASE AND SIGNAL FOUNDATIONS TO BE FURNISHED BY THE RAILROAD.
6. THE RAILROAD COMPANY WILL REMOVE THE EXISTING CROSSBACK SIGNS.
7. THE STATE OR ITS CONTRACTOR WILL FURNISH AND INSTALL THE ATTACHED STRONG AND IN ACCORDANCE WITH THE TENDERS.
8. THE COUNTY AGREES TO MAINTAIN ADVANCE WARNING SIGNS PLACED ALONG ROADWAY UNDER THEIR JURISDICTION AND IN ACCORDANCE WITH THE STANDARD SHEETS AND TENDERS AFTER PROJECT COMPLETION.
9. THE RAILROAD COMPANY WILL FURNISH AND INSTALL SIGN MOUNTING BRACKETS FOR THE MULTIFUNCTION SIGNS AT THE STATE'S EXPENSE.
10. THE RAILROAD COMPANY SHALL STENCIL THE DOT SIGN NUMBERS ON THE SIGNAL MOUNTS FACING THE ROADWAY IN 2 INCH BLACK LETTERING.
11. THE COUNTY AGREES TO TRIM AND MAINTAIN TREES AND VEGETATION FOR VISIBILITY OF CROSSING SIGNS AND SIGNS.

DESCRIPTION OF PROJECT

TWO FLASHING LIGHT SIGNALS, TYPE F (LAMP 148N) WITH 17 FOOT LENGTH GATE ARM.
TWO BELLS AS SHOWN HEREON.
TWO "2" TRACK SIGNS REQUIRED IN THIS 21
17" LAMP HOUSINGS SHALL BE USED AND SHALL BE EQUIPPED WITH LIGHT EJECTING DISKS (LED), OPERATED AT NOT LESS THAN 8.5 VOLTS UNDER NORMAL OPERATING CONDITIONS.

FIELD
CHECK SHEET
NO. 1
DATE: JUN 24 11:11:14
COUNTY: TEXAS
CITY: WYATT

TYPICAL RDWY SECTION
NOT TO SCALE



UNION PACIFIC RAILROAD
INSTALL GRADE CROSSING WARNING DEVICES
ON MALE DEER RD AT MIDWAY
DOT NO. 789799B RMP 501.8

NO.	DATE	BY	REVISION
1	5/17/98	J. B. ...	ISSUE FOR PERMIT
2	5/17/98	J. B. ...	ISSUE FOR CONSTRUCTION

RESOLUTION

WHEREAS, the Union Pacific Railroad Company wishes to cease maintenance on the railroad crossing on Wood Road, and

WHEREAS, Union Pacific Railroad feels this crossing is a safety hazard as it is now operated, and

WHEREAS, no citizen has objected to the closing of this crossing, and

WHEREAS, the Upshur County Commissioners Court has no objections to the closing of this crossing.

NOW THEREFORE LET IT BE RESOLVED, that the Upshur County Commissioners Court, meeting in special session on this the 24th day of January, 2000, hereby adopts this resolution.

PASSED AND APPROVED by the Upshur County Commissioners Court this 24th day of January, 2000.

Charles L. Still
Charles L. Still, County Judge

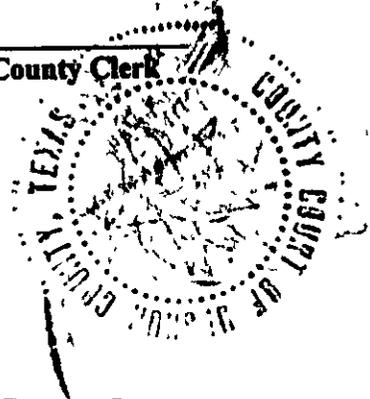
Russell Green
Russell Green, Commissioner Pct. 4

Gaddis Lindsey
Gaddis Lindsey, Commissioner Pct. 1

ATTEST: Rex A. Shaw, County Clerk

Tommy Stanley
Tommy Stanley, Commissioner Pct. 2

Rick Jackson, Commissioner Pct. 3



FILED
REX A. SHAW
COUNTY CLERK
00 JAN 25 11:10:09
UPSHUR COUNTY, TX
BY _____
DEPUTY

VOL 55 PG 884

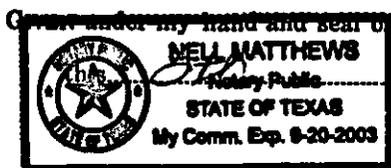
DEPUTATION

THE STATE OF TEXAS

County of UPSHUR } I, R. D. CROSS
 _____ of the County of UPSHUR and State of Texas, having
 full confidence in PHILIP L. MONTS of said County and State, do hereby,
 with the consent of the Honorable Commissioners' Court of UPSHUR County, nominate
 and appoint HIM, the said PHILIP L. MONTS my true and
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the
 office of said SHERIFF'S DEPARTMENT of said County and State, hereby
 ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.
 WITNESS my hand, this 5th day of January 192000
R.D. Cross
 of UPSHUR County, Texas.

THE STATE OF TEXAS

County of UPSHUR } BEFORE ME, NELL MATTHEWS
 _____ in and for UPSHUR County, Texas,
 on this day personally appeared PHILIP L. MONTS
 _____ known to me to be
 the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed
 the same for the purposes and consideration therein expressed.



office at 405 N. TITUS, GILMER, TX.
 day of January 192000
Nell Matthews

OATH OF OFFICE

I, PHILIP L. MONTS do solemnly
 swear (or affirm) that I will faithfully execute the duties of the office of SHERIFF'S DEPARTMENT
 _____ of the State of Texas,
 and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United
 States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor
 indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable
 thing, or promised any public office or employment, as a reward to secure my appointment, or the confirma-
 tion thereof. So help me God.

Subscribed and sworn to before me, this 5 day of January 192000
Kay Riedel
Justin of the Peace Dept

VC 55 PG 836

Dynegy Midstream Services, Limited Partnership
1000 Louisiana Street, Suite 5800
Houston, Texas 77002
Phone 713 507 6400
www.dynegy.com

*Agenda
to record 1-24-2000*



**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

December 29, 1999

UPSHUR COUNTY COMMISSIONERS COURT
P. O. Box 730
Gilmer, Texas 75644

RE: Notice of Transfer
Pipeline Easements as described in attached Exhibit "A"
Our Reference No.: 42042-53; 42042-69; 42042-80; 42042-89; 42042-110;
42042-119; 42042-648; 42042-653; 42042-671;
42042-684; 42042-685

Ladies and Gentlemen.

Please be advised, that effective December 1, 1999, Dynegy Midstream Services, Limited Partnership, ("Dynegy") transferred all of its rights, titles and interests in and to certain East Texas Area Gathering and Processing Assets (the "Assets") to Sulphur River Gathering LP, whose address is 5949 Sherry Lane, Suite 755, Dallas, Texas 75225 ("Sulphur River").

As a result of the transfer, from Dynegy to Sulphur River, of the Assets, Sulphur River has assumed all of Dynegy's obligations under certain contracts and agreements.

Inasmuch as the agreements described in Exhibit "A" attached hereto, between yourself and Dynegy, was included in the Assets transferred to Sulphur River, please recognize that this letter constitutes notice of the subject transfer and assumption.

Thanking you in advance for your continued cooperation and assistance

Sincerely,

Steven A. Muncey
Director, Acquisitions & Divestitures

EXHIBIT "A"							
Attached to and made a part of Notice of Transfer Letter dated December 29, 1999							
ROW NO.	TYPE OF AGREEMENT	COUNTY	ST	ORIGINAL GRANTOR	DOC DATE	ORIGINAL GRANTEE	DESCRIPTION
42042	53 PERMIT	UPSHUR	TX	Upshur County Commissioners Court	6/15/70	CITIES SERVICE OIL COMPANY	COUNTY ROADS IN THE DAVID FERGUSON SURVEY, A-158, UPSHUR CO, TX
42042	69 PERMIT	UPSHUR	TX	Upshur County Commissioners Court	6/15/70	CITIES SERVICE OIL COMPANY	COUNTY ROAD #726 LOCATED IN THE WILSON FARMER SURVEY, A-392, UPSHUR CO, TX
42042	80 PERMIT	UPSHUR	TX	Upshur County Commissioners Court	6/15/70	CITIES SERVICE OIL COMPANY	COUNTY ROAD CROSSING IN MALINDA THORNTON SURVEY, A-485, UPSHUR CO, TX
42042	89 PERMIT	UPSHUR	TX	Upshur County Commissioners Court	6/15/70	CITIES SERVICE OIL COMPANY	COUNTY ROAD CROSSINGS IN THE J B B DAVENPORT SURVEY, A-1, UPSHUR CO, TX
42042	110 PERMIT	UPSHUR	TX	Upshur County Commissioners Court	6/15/70	CITIES SERVICE OIL COMPANY	COUNTY ROAD CROSSING IN THE A LUMBRERA SURVEY, A-3, UPSHUR CO, TX
42042	119 PERMIT	UPSHUR	TX	Upshur County Commissioners Court	2/8/71	CITIES SERVICE OIL COMPANY	COUNTY ROAD CROSSING-DAVENPORT SURVEY, A-1, UPSHUR CO, TX
42042	648 PERMIT	UPSHUR	TX	Upshur County Commissioners Court	6/27/94	TRIDENT NGL, INC	3" PIPELINE NEAR THE DEAD END OF A ONE LANE GRAVEL UPSHUR COUNTY ROAD BETWEEN A 48 ACRE TRACT AND A 72 ACRE TRACT, UPSHUR CO, TX
42042	653 PERMIT	UPSHUR	TX	Upshur County Commissioners Court	2/20/95	TRIDENT NGL, INC	ROAD CROSSING SHAGBARK ROAD IN JOHN W WILSON SURVEY, A-532, UPSHUR CO, TX
42042	671 ROW	UPSHUR	TX	Upshur County Commissioners Court		TRIDENT NGL, INC	4" LINE CROSSING ALMOND COUNTY RD, UPSHUR CO, TX
42042	684 ROW	UPSHUR	TX	Upshur County Commissioners Court	4/28/97	TRIDENT NGL, INC	4" STEEL LINE CARRYING NATURAL GAS, COTTONWOOD ROAD, TRACT NO 10, 2.64 RODS, UPSHUR CO, TX
42042	685 ROW	UPSHUR	TX	Upshur County Commissioners Court	4/28/97	TRIDENT NGL, INC	4" STEEL LINE CARRYING NATURAL GAS, SHAG BARK ROAD, TRACT NO 5, 2.64 RODS, UPSHUR CO, TX

FILED
 RE: A SHAW
 COUNTY CLERK
 00 JAN 24 11:11:17
 UPSHUR COUNTY, TX
 OFFICE

FILED
REX A. SHAW
COUNTY CLERK

00 JAN 25 AM 9:33

UPSHUR COUNTY, TX.

BY _____
DEPUTY

**APPOINTMENT OF
UPSHUR COUNTY ASSISTANT AUDITOR**

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

WHEREAS, the office of Assistant County Auditor for Upshur County, Texas has heretofore been established in conformity with law, it is the duty of the District Judge having jurisdiction in Upshur County, Texas to appoint an Assistant County Auditor; and

WHEREAS, the compensation of the Assistant County Auditor for Upshur County, Texas, has heretofore been set by law;

NOW, therefore, I, Lauren Parish, Judge of the 115th Judicial District Court, the Court having jurisdiction in Upshur County, Texas do hereby appoint Wanda Hutchins, a qualified person, as Assistant County Auditor of Upshur County, Texas; and she shall, before entering upon the duties of said office take and subscribe the oath prescribed by law, as set forth in Section 84.007 of the Local Government Code, and enter into a bond as therein provided, payable and conditioned as prescribed by law, and upon qualifying, shall hold said office and discharge the duties thereof from January 1, 2000 for a period ending December 31, 2000.

The salary for the Upshur County Assistant Auditor shall be paid in equal monthly installments at the end of each calendar month, as provided by law, and the said Wanda Hutchins shall perform the duties prescribed for the office of the Assistant County Auditor and be subject to the provisions of the law respecting her duties or tenure of office.

This Order shall be entered in the minutes of the 115th District Court of Upshur County, Texas, and be certified by the Clerk of said Court to the Commissioners' Court of Upshur

County, Texas, which shall cause the same to be entered in the minutes with the appropriate order directing payment of the salary which has heretofore been adopted by the 115th District Court.

WITNESS MY HAND at Gilmer, Texas this the 5 day of January, 2000.

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

FILED
FRANKE HANBERLIN
DISTRICT CLERK
00 JAN -6 AM 9:42
UPSHUR COUNTY, TEXAS
BY M. Chesler
DEPUTY

RECORDED
Vol. 50 Page 15-16
Civil Minutes, Upshur Co., Texas

OATH OF APPOINTED OFFICER

THE STATE OF TEXAS §

COUNTY OF UPSHUR §

I, WANDA HUTCHINS, do solemnly swear that the following is a full and complete list of the positions of public or private trust previously held and the length of service in each of those positions:

- 1) U. S. Aviation Underwriters Assistant Underwriter 04/63 through 05/68
- 2) Southern Bonded Warehouse Purchasing Clerk 06/68 through 09/70
- 3) McKesson & Robbins Drug Co. Secretary to Regional Sales Mgr. 01/71 through 10/72
- 4) Marshall Robinson, Inc. Office Manager 04/73 through 09/76
- 5) Upshur County Tax Office Bookkeeper 04/88 through 12/99

I further swear that I have the qualifications required by Section 84 of the Local Government Code and further that I will not be personally interested in a contract with Upshur County;

And, that I will to the best of my ability, preserve, protect and defend the Constitution and laws of the United States and of this State so help me God.

Wanda Hutchins
WANDA HUTCHINS

Sworn to and subscribed before me by Wanda Hutchins on this 5 day of January,

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

FILED
FRANKIE HAMBERLIN
DISTRICT CLERK
2000
00 JAN -6 11 9:42
UPS
BY *M. J. Chavira*
DEPUTY

RECORDED
Vol 50 Page 17
Civil Minutes, Upshur Co., Texas

STATEMENT OF APPOINTED OFFICER

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

I, WANDA HUTCHINS, do solemnly swear that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof so help me God.

Wanda Hutchins
WANDA HUTCHINS, Assistant Auditor
Upshur County

Sworn to and subscribed before me by affiant on this 5 day of January, 2000.

Lauren Parish
LAUREN PARISH, Judge
115th Judicial District Court

FILED
FRANKIE HANBERLIN
DIST. CLERK
CO JAN -6 AM 9:42
BY *M. Chavira*
DEPUTY

RECORDED
Vol 50 Page 18
Civil Minutes, Upshur Co., Texas

OATH OF APPOINTED OFFICER

FILED
REX A. SHAW
COUNTY CLERK

00 JAN 25 AM 9:33

UPSHUR COUNTY, TX.

BY _____
DEPUTY

THE STATE OF TEXAS §

COUNTY OF UPSHUR §

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Wanda Hutchins
WANDA HUTCHINS

Sworn to and subscribed before me by Wanda Hutchins on this 5 day of January,

FILED
FRANKIE HAMBERL
DISTRICT CLERK
2000.
00 JAN -6 AM 9:42
UPSHUR COUNTY, TEXAS
BY *M. Chavaler*
DEPUTY

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

RECORDED
Vol 55 Page 17
Civil Minutes, Upshur Co., Texas

STATEMENT OF APPOINTED OFFICER

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

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Wanda Hutchins
WANDA HUTCHINS, Assistant Auditor
Upshur County

Sworn to and subscribed before me by affiant on this 5 day of January, 2000.

Lauren Parish
LAUREN PARISH, Judge
115th Judicial District Court

FILED
FRANKIE HANDBERLIN
DISTRICT CLERK
00 JAN -6 AM 9:42
UPSHUR COUNTY, TEXAS
BY *M. Alexander*
DEPUTY

RECORDED
Vol. 50 Page 18
Civil Minutes, Upshur Co., Texas

**APPOINTMENT OF
UPSHUR COUNTY ASSISTANT AUDITOR**

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

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County, Texas, which shall cause the same to be entered in the minutes with the appropriate order directing payment of the salary which has heretofore been adopted by the 115th District Court.

WITNESS MY HAND at Gilmer, Texas this the 5 day of January, 2000.

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

FILED
FRANZIE HATBERLIN
DISTRICT CLERK
00 JAN -6 AM 9:42
UPSHUR COUNTY, TEXAS
BY M. D. [Signature]
DEPUTY

RECORDED
Vol. 50 Page 15-16
Civil Minutes, Upshur Co., Tex.

Date: 1-24-2000
9:00AM

COMMISSIONER COURT
ATTENDANCE SHEET

Name	City of Residence
James Citterman	G. Inver
Catherine Perry	Big Sandy
Dorothy	Gilmer
Araine Carpenter	Precinct 4 Gilmer
Willie Carpenter	Gilmer Rt 1
Ray Strawn	Gilmer Rt 5
Dessy Miles	Liberty - Gilmer
Bill Bason	County 1
Kay Rieder	Ore City
Mac Overton	Murry
Arnold Grimes	Gilmer
Ray Backus	Gilmer
Gryna Harris	Gilmer
Larn Lonox	↓

FILED
REX A. SHAW
CLERK

W.D. Day	Lilien	00 JAN 24	MAR 17
Carroll Lake	Galves	U.S. DIST. CT.	NY.

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

21 Jan 2000

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/10/00 thru 01/21/00

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
92921-APCA	01/10/00	FIRST NATIONAL BANK GILMER	\$200,000.00	\$200,000.00	CD#30434 PURCHASED#6.24%(14days)TD MATURE 1/24/2000
92925-APCA	01/10/00	A & E MILL AND WELDING SUPPL	\$50.50	\$25.25 \$25.25	PCT#2-CUST#173000/CYL RENT/ACEL; ACEN; OX275(3) PCT#4-CUST#173125/CYL RENT(ACEN(3)); OX150; OX275
92926-APCA	01/10/00	ACCU. CHEM LABORATORIES	\$696.00	\$696.00	CCP-CUST#U985/PROFILES
92927-APCA	01/10/00	ALLTEL	\$19.12	\$19.12	TELE. COMM-#943-3204/NOV&DEC '99 BILLING (JAIL FAX LINE)
92928-APCA	01/10/00	ALLTEL	\$257.18	\$134.88 \$122.30	SUP&CCP-0M0318/DEC 9'99 BILLING PCT#4-ACCT#0M263HT/DEC. 09/99 BILLING
92929-APCA	01/10/00	ASPEN PUBLISHERS, INC.	\$157.32	\$157.32	CO. TREAS-ACCT#2822598/COBRA HANDBOOK 2000
92930-APCA	01/10/00	AT & T INFORMATION SYSTEMS	\$23.43	\$23.43	TELE. COMM-#0573393724001/DEC 19/99 BILLING
92931-APCA	01/10/00	BIG SANDY WATER & SEWER DEPT	\$20.80	\$20.80	CO. BLDGS-ACCT#4745/SERVICE-11/18-12/21/99
92933-APCA	01/10/00	BREVARD ARCHITECTS	\$4,470.00	\$4,470.00	COURTHOUSE PRESERVATION MASTER PLAN 12/13/99-1/6/2000
92934-APCA	01/10/00	BRUCE ACKER	\$146.71	\$146.71	CO. EXT-REIMBURSE/434mi@.315ea; REGISTRATION FEE 12/99
92935-APCA	01/10/00	BULFINCH CUSTODIAL SERVICE	\$3,991.02	\$3,991.02	JANUARY '00 JANITORIAL SERVICES
92936-APCA	01/10/00	CAVENDER'S BOOT CITY	\$122.95	\$74.97 \$47.98	CO. S-3 PR. JEANS CONST#1-UNIFORM JEANS (2-PR)
92937-APCA	01/10/00	CHEVRON	\$37.00	\$37.00	DA-DENNIS PETTY/HDF CHECK RESTITUTION
92938-APCA	01/10/00	CLIFF'S FOOD MARKET	\$48.08	\$4.99 \$7.19 \$35.90	PCT#1-BRAKE FLUID PCT#1-DIESEL PCT#1-HYD. FLUID
92939-APCA	01/10/00	CHRS-PB	\$2,000.00	\$2,000.00	NON DEPT-METER#20660345/POSTAGE(CTH)
92940-APCA	01/10/00	COMPLETE BUSINESS	\$234.68	\$184.21 \$12.87 \$22.64 \$5.25 \$9.71	SUP-ID#15564; 15390; 15498/#103163; 34; 103040 JP#2-ID#11467/780 COPIES-11/10/99-12/10/99 CO. JUDGE-ID#15151/1677 COPIES-22/27/99-12/27/99 JAIL-ID#10196/358 COPIES-11/26/99-12/26/99 JP#1-ID#14402/498 COPIES-11/23/99-12/23/99
92942-APCA	01/10/00	DATA-FLEX BUSINESS PRODUCTS	\$588.15	\$588.15	ELECTIONS-VOTER CERTIFICATE; SHIPPING; ONE TIME SET-UP-FEE
92943-APCA	01/10/00	DAVID P. MOONEY	\$1,050.00	\$1,050.00	CO EMP-SERVICES-JUNE-DECEMBER, 1999

VOL 55 PG 848

VOL 55 PG 849

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

21 Jan 2000

THE SOFTWARE GROUP, INC.

Approved Disbursements
 ALL Checking Accounts
 Disbursements Made from 01/10/00 thru 01/21/00

PAGE 2

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
92944-APCA	01/10/00	DEBERRY BUTANE GAS CO.	\$198.00	\$198.00	PCT#2-BUTANE
92945-APCA	01/10/00	DENNIS PETTY	\$30.42	\$30.42	DA-OVERPAYMENT ON HOT CHECKS
92946-APCA	01/10/00	DENTRUST DENTAL	\$875.00	\$875.00	CO JAIL-SERVICF-12/01-12/31/99
92947-APCA	01/10/00	DIAMOND SHAMROCK	\$15.99	\$15.99	CO. S-ACCT#77005775/GASOLINE
92948-APCA	01/10/00	E TEX ORTHO SPORTS MED	\$23.92	\$23.92	INDIO-GREALINE FOR#460131918/MEDICAL
92949-APCA	01/10/00	EARTHCHEN, INC.	\$163.90	\$163.90	PC1#3-CUST#113177/DEGREASER; FREIGHT
92950-APCA	01/10/00	EAST TEXAS MEDICAL	\$411.40	\$411.40	INDIO-JACKIE R. FULLER#2111847/MEDICAL
92951-APCA	01/10/00	EAST TEXAS PHYSICIANS CLINIC	\$36.18	\$11.91 \$4.92 \$19.35	INDIO-JACKIE R FULLER#453064807/MEDICAL INDIO-JACKIE R. FULLER#453064807/MEDICAL INDIO-JACKIE R. FULLER#453064807/MEDICAL
92952-APCA	01/10/00	ELWELL'S OIL & LUBE	\$97.50	\$29.50 \$17.00 \$17.00 \$17.00 \$17.00	CO. S-UNIT#14/OIL; FILTER; LABOR; INSPECTION CO S-UNIT#02/OIL; FILTER; LABOR CO S-UNIT#11-OIL; FILTER; LABOR CO. S-UNIT#5/OIL; FILTER; LABOR CONST#2-'96 CHEVY/OIL CHANGE 12/20/99
92953-APCA	01/10/00	ETEX TELEPHONE COOP., INC.	\$438.04	\$27.70 \$44.75 \$79.72 \$39.38 \$40.77 \$38.04 \$42.00 \$39.38 \$39.05 \$47.25	TELE. COMM-ACCT#9682941/JAN. 01/2000 BILLING PCT#4-ACCT#7626731/JAN. 01/2000 BILLING TELE. COMM-ACCT#7346269/JAN 01/00 BILLING TELE. COMM-ACCT#7345646/JAN 01/00 BILLING TELE COMM-ACCT#7346769/JAN 01/2000 BILLING TELE. COMM-ACCT#7343004/JAN 01/2000 BILLING PCT#3-ACCT#7349822/JAN. 01/2000 BILLING PCT#3-ACCT#7345998/JAN. 01/2000 BILLING PC#1-#734-5609/JAN 1'00 BILLING PCT#2-#762-6266/JAN. 1'00 BILLING
92954-APCA	01/10/00	FANNIN FARM EQUIPMENT	\$140.30	\$35.05 \$34.25 \$12.50 \$58.50	PCT#4-GLOVES; SAFETY GLASSES; BUSHING; WASHERS PCT#4-OXY-125; ACET; 2 GRINDING DISKS CO BLDGS-CABLE CONNECTOR PCT#1-DEC. '99 CYLINDER RENT
92955-APCA	01/10/00	FERRANIA USA, INC.	\$247.50	\$247.50	CO. S-(10)pkts. 100 CLEAR PRINT FILM
92956-APCA	01/10/00	FREELANCE ENTERPRISES, INC.	\$314.00	\$314.00	D.A-S BOOKS; SHIPPING
92957-APCA	01/10/00	GENERAL TELEPHONE COMPANY	\$4,529.46	\$283.06 \$4,110.82 \$9.02 \$126.56	SUP-#L00-5457/DEC 7'99 BILLING TELE. COMM-ACCT#105229283217402708/DEC. 19/99 BILLING CO S-#105229283216344000/DEC 19/99 BILLING TELE. COMM-ACCT#4162823/3820709005/DEC. 22/99 BILLING

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 01/10/00 thru 01/21/00

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
92958-APCA	01/10/00	GILMER COUNSELING SERVICES	\$1,250.00	\$1,250.00	CCP-OCT-99-BILLING
92959-APCA	01/10/00	GILMER DRUG COMPANY	\$12.73	\$12.73	J. CTR-UPS FREIGHT
92960-APCA	01/10/00	GILMER FURNITURE	\$639.00	\$639.00	PC1#1-HEATER; COUCH; REFRIGERATOR; STOVE
92962-APCA	01/10/00	GILMER OFFICE CENTER	\$76.48	\$50.00 \$26.48	SUP-(1000)BUSINESS CARDS/M. BURROUS CD AUD-B 1/2 X 11 ACCO DATA BINDERS
92963-APCA	01/10/00	GLENWOOD GROCERY	\$153.58	\$153.58	CONST#1-GAS-12/01/99-12/21/99
92964-APCA	01/10/00	GOOD SHEPHERD CLINIC-GILMER	\$61.00	\$61.00	SUP-ACCT#3815/PHYSICALS 11/10/99
92965-APCA	01/10/00	GOULD PUBLICATIONS OF TEXAS	\$31.95	\$31.95	JP#1-CRIMINAL LAW & MOTOR VEHICLE HANDBOOK; POSTAGE & HANDLING
92966-APCA	01/10/00	GOVERNMENT RECORDS SERVICES	\$5,248.73	\$5,248.73	CD. CLK-CUST#000309/ARCHIVAL PRINTS; INDEXING; HANDLING
92967-APCA	01/10/00	GREEN OIL CO., INC.	\$51.96	\$51.96	J CTR-DIESEL FUEL/EMERG. GENERATORS
92968-APCA	01/10/00	H.M. DODD MOTOR COMPANY	\$7,500.00	\$7,500.00	CONST#2-'92 CHEVY. BLAZER S#1GNC1BK1NJ-316169
92969-APCA	01/10/00	H&D TIRE & AUTOMOTIVE	\$1,478.75	\$193.82 \$1.80 \$14.99 \$191.90 \$32.77 \$5.17 \$11.00 \$18.14 \$69.39 \$58.78 \$95.34 \$15.28 \$6.04 \$8.71 \$4.90 \$60.00 \$7.49 \$2.71 \$676.02 \$5.54	PCT#1-BATTERY; RECYCLE FEE; BATTERY TERMINALS CD. BLDG-PLASTIC CEMENT PCT#3-GLOVES; GLOVES PCT#1-BATTERY; RECYCLE FEE; CORE CHG PCT#4-24" O-RINGS; LIGHT LENS CD. BLDG-TIRE GAUGE CD B-ANTIFREEZE CD-JAIL-WIRE STRIPPER; PLUG-OUTLET PCT#4-LOCKS; HOOKS; SHOVEL HOLDER CD BLDG-DUST PANS; PLUNGERS; BROOMS (4) CD. BLDG-BALLASTS(TAX OFFICE) PCT#4-SMOKE DETECTOR; KEYS CD. BLDG-OIL CD. BLDG-WOOD FILLER; PUTTY KNIFE CD. BLDG-OIL DRY CD B-BATTERY; RECYCLE FEE CD. BLDG-SAND PAPER; ANGLE IRON (3) PCT#4-FILTER PCT#4-TIRES CD. BLDG-CORNER IRON; PANEL NAILS
92970-APCA	01/10/00	JEFFERSON JIMPLECUTE	\$19.25	\$19.25	SUP-(1)BX HANGING FILES
92971-APCA	01/10/00	JERROD DAVIS	\$350.00	\$350.00	D. CT-#J-38-99/I. I O.-C R. G.
92972-APCA	01/10/00	JOHNSTONE SUPPLY	\$112.83	\$112.83	J. CTR-BLOWER MOTOR; PUMP COUPLER
92973-APCA	01/10/00	JR'S	\$164.58	\$164.58	DA-DENNIS PETTY/HOF CHECK RESTITUTION

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

21 Jan 2000

Approved Disbursements
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THE SOFTWARE GROUP, INC.

Disbursements Made from 01/10/00 thru 01/21/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
92974-APCA	01/10/00	KELLY FORD TRACTOR, INC.	\$5,545.76	\$5,545.76	PCT#1-BOOMAX PARTS & LABOR
92975-APCA	01/10/00	KERNS BAKERY	\$393.00	\$78.00	CD JAIL-(104)LOAVES BREAD
				\$52.50	CD JAIL-(7)LOAVES BREAD
				\$45.00	CD JAIL-(60)LOAVES BREAD
				\$52.50	CD JAIL-(70)LOAVES BREAD
				\$22.50	CD JAIL-(30)LOAVES BREAD
				\$30.00	CD JAIL-(40)LOAVES BREAD
				\$60.00	CD JAIL-(80)LOAVES BREAD
				\$52.50	CD JAIL-(70)LOAVES BREAD
92976-APCA	01/10/00	LEXIS LAW PUBLISHING	\$223.70	\$223.70	LAW LIB-CUST#1894311/3 BOOKS; SHIPPING
92977-APCA	01/10/00	LINEBARGER HEARD GODDAN BLAI	\$3,846.91	\$3,846.91	CD TAX-NOV'99 DELINQUENT TAX COLLECTED
92978-APCA	01/10/00	LONGVIEW ASPHALT INC.	\$184.62	\$184.62	PCT#3-DIL DIRT/7.24 TON @ \$25.50
92979-APCA	01/10/00	MERIDIAN AGGREGATES	\$479.03	\$479.03	PCT#3-(27.85)TONS #57 1" CON A00
92980-APCA	01/10/00	MID-CONTINENT LIFE INSURANCE	\$33.99	\$33.99	NOV'99 GROUP#01153 PAYROLL DEDUCTIONS
92981-APCA	01/10/00	MUSIC MOUNTAIN WATER CO.	\$53.96	\$17.25	CD BLDGS-ACCT#18700100/DEC. 30/99 BILLING
				\$36.71	D A-#18928400/DEC. 30'99 BILLING
92982-APCA	01/10/00	OPERATION 911	\$762.00	\$762.00	911-TAPE
92983-APCA	01/10/00	PATTERSON PLUMBING	\$146.52	\$31.96	CD BLDGS-THRIFT; DRAIN CLEANER
				\$49.26	J. CTR-THRIFT
				\$18.98	J. CTR-PARTS
				\$24.98	J. CTR-THRIFT
				\$2.88	CD BLDGS-EXTENSION; WASHERS; NUT
				\$3.98	J. CTR-FLAPPER
				\$13.78	J. CTR-FLAPPER VALVES
92984-APCA	01/10/00	PAUL BANNER	\$49.17	\$49.17	D. C1-MILEAGE; MEALS FOR 3 DAYS
92985-APCA	01/10/00	PEGUES - HURST MOTOR CO.	\$400.42	\$363.85	PC1#2-SPINDLE; SPRING; NUT
				\$36.57	PCT#1-HOSE ASY.
92986-APCA	01/10/00	PRIICHELL WATER SUPPLY CORP.	\$16.88	\$16.88	PC1#1-ACCT#1406/DEC. 29/99 BILLING
92987-APCA	01/10/00	PROFESSIONAL TECHNICAL ASSIS	\$134.65	\$134.65	PC1#4-RADIO REPAIR/UN11#414, 419(LABOR&TRAVEL)
92988-APCA	01/10/00	PROTELL SYSTEMS INT., INC.	\$165.00	\$165.00	JUV. PROB-DEC'99 EL FCT. SUR.
92989-APCA	01/10/00	RICHARD PARKER PLUMBING	\$12.50	\$12.50	CD BLDGS-KOHLER STEMS
92990-APCA	01/10/00	SCHOOL OF MEDICINE IN SHREVE	\$631.00	\$631.00	D A-CAUSE#12,404/TAMELA L. WATERS
92991-APCA	01/10/00	SCOTT-HERRIMAN, INC.	\$853.42	\$783.50	CD CLERK-CUST#UP01/PANKNOTE PAPER
				\$69.92	JP#2-BAO CHECK FORMS (200); SHIPPING

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

21 Jan 2000

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THE SOFTWARE GROUP, INC.

Disbursements Made from 01/10/00 thru 01/21/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
92992-APCA	01/10/00	SEGUIN FAMILY INSTITUTE	\$160.00	\$160.00	SUP-TRAINING/LINDA KELLER
92993-APCA	01/10/00	SHELL OIL COMPANY	\$44.66	\$44.66	CO S-ACCT#092821628/GASOLINE
92994-APCA	01/10/00	SMITH OIL COMPANY	\$639.15	\$112.00 \$407.00 \$37.00 \$83.15	PCT#2-DRILL BITS; BRAKE FLUID PCT#3-1/55 RPM 13-40; 1/55 ANTIFREEZE PCT#2-BRAKE FLUID; SOCKETS PCT#2-FILTERS
92995-APCA	01/10/00	SOLUTIONS 2000, INC.	\$85.00	\$85.00	SUP-TRAINING/K. PHILLIPS 2/17/00
92996-APCA	01/10/00	SOUTHWESTERN BELL TELEPHONE	\$346.75	\$346.75	SUP-#665-3909/DEC 15 '97 BILLING
92997-APCA	01/10/00	STATE COMPTROLLER	\$1,496.40	\$1,496.40	PC1#1,2,3,4-DIESEL FUEL REPORT 10/1/99-12/31/99
92998-APCA	01/10/00	STEWART INSURANCE AGENCY	\$50.00	\$50.00	CO S-POLICY#060113730237/GFRALD B. MCCOLLUM
92999-APCA	01/10/00	SUSAN RICHEY	\$371.45	\$371.45	CO.EXT-REIMBURSE DEC. 1999 EXPENSES
93000-APCA	01/10/00	T & S TRACTOR INC.	\$466.42	\$2.47 \$463.95	PC1#4-ACCT#23083/LYNCH; PIN PCT#3-3 HP AUGER; 6-IN HEAVY DUTY BIT; FREIGHT
93001-APCA	01/10/00	T.M LUMBER CO., INC.	\$5.90	\$5.90	PCT#2-GUIKCRETE(2)
93002-APCA	01/10/00	TACA	\$65.00	\$65.00	CO. TAX-TACA DUES/MICHAEL L. SMITH
93003-APCA	01/10/00	TELETOUCH CORPORATION	\$215.90	\$215.90	CO. S-ACCT#3062303/DEC '99 PAPERS
93004-APCA	01/10/00	TEXACO REFINING &	\$134.47	\$134.47	CO. S-ACCT#6103028459/DEC. 03/99 BILLING
93005-APCA	01/10/00	TEXAS ASSOC. COURT ADMIN	\$50.00	\$50.00	D CT-2000 MEMBERSHIP RENEWAL/TERRI ROSS
93006-APCA	01/10/00	TEXAS ASSOC OF CO AUDITORS	\$105.00	\$70.00 \$35.00	CO AUD-1999-2000 DUES PAM LONG, AUDITOR CO AUD-1999-2000 DUES KAREN EAST, ASSIST AUD
93007-APCA	01/10/00	TEXAS BY-PRODUCTS	\$25.00	\$25.00	CO JAIL-ACC13R035876/MONTHLY SERVICE CHG.
93009-APCA	01/10/00	THE GILMER MIRROR	\$385.40	\$104.00 \$98.40 \$76.80 \$106.20	JUV. PROB-#2450055/CLASSIFIED AD 12/15, 18, 22, 25/99 COMM. CT-NOTICE OF VEHICLE SALE COMM. CT-NOTICE OF MISC SALE COMM CT-PUBLIC NOTICE/FENCING FM300
93010-APCA	01/10/00	THE LOGO	\$8.00	\$8.00	CO. S-2 EMBLEMS
93011-APCA	01/10/00	TOTAL QUALITY MACHINING	\$105.00	\$105.00	PCT#3-REGRIND 3 SETS OF CHIPPER BLADES
93012-APCA	01/10/00	UPSHUR-RURAL ELECTRIC COOP	\$190.76	\$68.86 \$52.42	PCT#3-#902475306/DEC 28 '99 BILLING PCT#1-#31885226/JAN 04 '00 BILLING

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM
Approved Disbursements
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21 Jan 2000

THE SOFTWARE GROUP, INC.

Disbursements Made from 01/10/00 thru 01/21/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$61.78	JP#1-#42999172/JAN 04'00 BILLING
				\$7.70	WASTE-#10793251/JAN 5'00 BILLING
93013-APCA	01/10/00	VARNADO FEED SERVICE	\$220.60	\$10.95 \$209.65	PCT#3-DEMON PC1#3-7 BEAVER TRAPS
93014-APCA	01/10/00	VERMEER EQUIPMENT	\$17,000.00	\$17,000.00	PC1#3-VERMEER BRUSH CHIPPER S#1VRN1571X1002B87 W/TRADE-IN #6750.00
93015-APCA	01/10/00	VINYARD'S	\$43.37	\$43.37	D. A-BOBBY HOOD/HOT CK. RESTITUTION
93016-APCA	01/10/00	VINYARDS	\$51.83	\$22.59 \$12.07 \$3.29 \$5.98 \$7.90	CO JAIL-FOOD CO. JAIL-MILK; SOS PADS CO JAIL-MILK CO JAIL-(2)GAL. MILK CO. JAIL-(10)LOAVES BREAD
93017-APCA	01/10/00	WAL-MART #146	\$78.11	\$53.28 \$24.83	D A-EFFIE TAVE/HOT CK. RESTITUTION D. A-APRIL HARRIS/HOT CK. RESTITUTION
93018-APCA	01/10/00	WALMART STORE #146	\$116.42	\$54.16 \$62.26	D CT-CUPS; ALBUMS; DRINKS CONST#2-BATTERIES; VIO. TAPE; FILM
93019-APCA	01/10/00	WEST SIDE FURNITURE	\$1.98	\$1.98	CO. BLDGS-2 KEYS
93020-APCA	01/10/00	YOUNG'S HEATING & AIR	\$2,625.00	\$2,625.00	CO. LIB-INSTALL 2 FURNACES
93021-APCA	HC 01/13/00	ROBERT CROMLEY	\$156.53	\$156.53	CO. S-REF. CERTIFIED/CASHIER'S CHECK (US TREAS) TRANSFERRING WEAPONS(6)M14 RIFLES
93022-APCA	HC 01/13/00	FIRST NATIONAL BANK GILMER	\$200,000.00	\$200,000.00	CD#30462 PURCHASED@6.28%(180days)TD MATURE 7/11/2000
93023-APCA	HC 01/13/00	TEXAS DEPT. OF CRIMINAL JUSTI	\$114,363.25	\$114,363.25	SUP-FY'99 REFUND DUC TO TDCJ-CJAD
93024-APCA	HC 01/14/00	BOARD OF TAX PROFESSIONAL EX	\$50.00	\$50.00	CO TAX-2000 RENEWAL/STPC#61959 MICHAEL L. SMITH
93025-APCA	HC 01/14/00	FIRST NATIONAL BANK GILMER	\$140,000.00	\$140,000.00	CD#30463 PURCHASED@6.08%(17days)TD MATURE 1/31/2000
93026-APCA	HC 01/19/00	FIRST NATIONAL BANK GILMER	\$36,303.52	\$36,303.52	CD#30464 (TOBACCO) PURCHASED@6.24%(30days)TD MATURE 2/18/2000
93028-APCA	HC 01/19/00	HARVEY HOTEL	\$1,249.78	\$1,249.78	COMPUTER-(7)ROOMS R-SERVED FOR 1/19&20/2000
93029-APCA	HC 01/20/00	FIRST NATIONAL BANK GILMER	\$200,000.00	\$200,000.00	CD#30468 PURCHASED@6.37%(186days)TD MATURE 7/24/2000
Total for APCA - Accounts Payable Clearing Account			\$969,728.57		

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

21 Jan 2000

THE SOFTWARE GROUP, INC

Disbursements Made from 01/10/00 thru 01/21/00

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Check Amount: Invoice Accts Invoice Descriptions...

1000-FNB. INS. HC. 01/11/00 HEALTHFIRST, TRA 517,222.91 517,222.91 GROUP UP801-MONTHLY COSTS 01/2000

1010-FNB. INS HC 01/13/00 MANAGED PHARMACY BENEFITS, I 85,197.66 85,197.66 GROUP#80096, 12/31/99 PAYMENT REGISTER

Total for FNB. INS - INSURANCE

622,420.57

Grand Total

992,149.14

103 records listed.

Charles G. Hill
COUNTY JUDGE, CHARLESTON

Walter Buckley
COMMISSIONER PCT181, GADSDEN

Tommy Stanley
COMMISSIONER PCT12, TOMMY STANLEY

R. W. Jackson
COMMISSIONER PCT13, RICK JACKSON

William R. Shaw
COMMISSIONER PCT14, RUSSELL R. SHAW, JR.

FILED
REX A. SHAW
CLERK OF COURT
00 JAN 24 AM 11:17
UPSHUR COUNTY, TX
BY _____