

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
WEDNESDAY, SEPTEMBER 20, 2000, 9:00 AM, SPECIAL SESSION
UPSHUR COUNTY LIBRARY ANNEX, 700 W. TYLER ST., GILMER, TX.

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take action.
3. Consider approval of any accounts payable for September 25 and 29 and take action.
4. Consider any payroll changes due September 25 and 29 and take action.
5. Consider approval for the September payroll register to be paid September 29.
6. Consider and authorize action on any County business with a September closing date.
7. Discuss and take action on removing shrubs from south side of War Memorial.
8. Discuss and take action on taking bids for Pct. #4 motorgrader.
9. Accept monthly report from Mike Smith, Tax Assessor-Collector.
10. Accept for recording the specifications for subdivision plats as required by Upshur County Commissioners Court.
11. Consider approving asking HUDCO to release grant funds money to be distributed to other programs that provide services to Upshur County.
12. Consider approval of a contract with Med Disposal, Inc. to pick up used medical supplies from the Upshur County Jail.
13. Approve applications for use of Upshur County roads and right of way.

Charles L. Still

Charles L. Still
County Judge

FILED
REX A. ...
COURT ...

00 SEP 15 PM 2:07
UPSHUR COUNTY, TEXAS

BY _____ DEPUTY

File with and copying to a ...
of ...

Boyle A. ...
County Clerk
Upshur County, Texas

**NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
WEDNESDAY, SEPTEMBER 20, 2000, 9:00 AM, SPECIAL SESSION
UPSHUR COUNTY LIBRARY ANNEX, 700 W. TYLER ST., GILMER, TX.**

ADDENDUM

1. **Consider adopting a resolution for an agreement between Upshur County and TxDOT for the FM 555 project. Take any action necessary.**
2. **Hear from Ray Roeder on request for use of the Courthouse lawn for a civic function.**
3. **Discuss and take any action necessary on a letter from the Texas Commission on Jail Standards concerning the Upshur County Jail.**
4. **Consider and appoint members to the Child Protection Board.**
5. **Discuss the issue of mental commitments for Upshur County residents.**



**Charles L. Still
County Judge**

CO SEP 19 PM 3:59
BY  DEPUTY

UPSHUR COUNTY COMMISSIONERS COURT

9-20-2000

COMMISSIONERS COURT MET IN SPECIAL SESSION. ALL MEMBERS PRESENT.

1. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE MINUTES OF PREVIOUS MEETING DATED 9-11-2000 WITH CORRECTION TO AGENDA ITEM #5. CORRECTION TO READ, NO ACTION TAKEN ON AGENDA ITEM PERTAINING TO ACCEPTING FINANCING STATEMENTS. MOTION CARRIED.

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

3. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO HAVE A COMMISSIONER COURT MEETING AT 9:00 A.M. ON THE 29TH DAY OF SEPTEMBER. MOTION CARRIED.

MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO APPROVE PAYMENT OF ACCOUNTS PAYABLE NOW DUE. MOTION CARRIED.

4. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING PAYROLL CHANGES:

- CARLA GIBSON-DUE TO NEW HIRE
- KRISTAN YOUNG-NEW HIRE(PART-TIME)
- CASEY PATE-DUE TO LONGEVITY INCREASE
- MELISSA CHEVALIER-DUE TO LONGEVITY INCREASE
- JO ANNA HARRIS-DUE TO LONGEVITY INCREASE
- SHERRON LAMINACK-DUE TO LONGEVITY INCREASE
- RANDY BURRIS-DUE TO LONGEVITY INCREASE
- JAMES DECUIR-DUE TO LONGEVITY INCREASE
- GENEVA NELL MATTHEWS-DUE TO LONGEVITY INCREASE
- ROBERT CROMLEY-DUE TO LONGEVITY INCREASE
- SHERRY NIELL-DUE TO LONGEVITY INCREASE
- ALAN WADE-DUE TO LONGEVITY INCREASE
- ALLEN TEFTELLER-DUE TO LONGEVITY INCREASE
- LAURA MITCHELL-DUE TO LONGEVITY INCREASE
- BRAD WILBURN-DUE TO LONGEVITY INCREASE
- BROOKS JACKSON-DUE TO LONGEVITY INCREASE
- GARY LATHAM-DUE TO LONGEVITY INCREASE

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

5. NO ACTION TAKEN ON AGENDA ITEM CONCERNING PAYROLL FOR SEPTEMBER.

6. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE FINANCIAL STATEMENTS. MOTION CARRIED. FINANCIAL STATEMENTS FOR MONTH ENDED AUGUST 31, 2000 ON FILE IN OFFICE OF COUNTY CLERK.

7. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO TABLE ANY ACTION ON AGENDA ITEM CONCERNING REMOVING SHRUBS FROM SOUTH SIDE OF WAR MEMORIAL LOCATED ON SOUTH SIDE OF COURTHOUSE. MOTION CARRIED.

8. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ADVERTISE FOR BIDS TO SELL MOTOR GRADER BELONGING TO PRECINCT 4. MOTION CARRIED. BIDS TO BE OPENED THE OCTOBER 23, 2000.

9. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO ACCEPT FOR RECORDING, THE MONTHLY REPORT FROM MIKE SMITH, TAX ASSESSOR-COLLECTOR. MOTION CARRIED. REPORT FOR THE MONTH OF AUGUST ATTACHED.

10. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING THE SPECIFICATIONS FOR SUBDIVISION PLATS AS REQUIRED BY UPSHUR COUNTY COMMISSIONERS COURT. MOTION CARRIED. SPECIFICATIONS ATTACHED.

11. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO APPROVE ASKING HUDCO TO RELEASE GRANT FUNDS MONEY TO BE DISTRIBUTED TO OTHER PROGRAMS THAT PROVIDE SERVICES TO UPSHUR COUNTY. COMMISSIONER GREEN STATED HE WOULD LIKE MOTION TO INCLUDE TO GIVE JUDGE STILL THE AUTHORITY TO WRITE THE LETTER REQUESTING THE RELEASE OF THE GRANT FUNDS. MOTION CARRIED.

12. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO APPROVE CONTRACT BETWEEN UPSHUR COUNTY AND MED DISPOSAL, INC. MOTION CARRIED. CONTRACT ATTACHED.

13. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENTS, PERMIT APPLICATIONS AND APPLICATIONS FOR FILLING ABANDONED WELLS:

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY BEN MONK HEIRS TO FILL ABANDONED WELL LOCATED FM 2685.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY VITAL EARTH TO HAUL SAND ON WATER EAST LOOP AND WATER TOWER EAST.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY MRS. G.I. PALMER TO FILL ABANDONED WELL LOCATED ON CHINABERRY ROAD.

NOTICE GIVEN BY GTE TELEPHONE OPERATIONS TO PLACE A COMMUNICATION LINE IN ROW OF ASPEN TRAIL.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY APACHE CORP. TO HAUL HEAVY EQUIPMENT CARNATION ROAD.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY ROBERT BAILEY TO FILL ABANDONED WELL LOCATED ON SNAPDRAGON AND REDDICK CORNER.

PERMIT APPLICATION SUBMITTED BY RYAN PHOENIX TO PLACE A CULVERT IN ROW OF CHAPARREL ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY PATRICK LOGGING TO HAUL LOGS ON SHEEP ROAD.

PERMIT APPLICATION SUBMITTED BY RODGER PINCKET TO PLACE (2) CULVERTS IN ROW OF PINTO ROAD.

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

ADDENDUM

1. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO ADOPT AGREEMENT TO CONTRIBUTE FUNDS AND SUPPORTING RESOLUTION PERTAINING TO FM 555. MOTION CARRIED. AGREEMENT AND RESOLUTION ATTACHED.
2. LIEUTENANT BECKY POPE FROM THE CITY OF GILMER POLICE DEPARTMENT MET WITH COURT TO REQUEST THE USE OF OUTSIDE ELECTRICAL OUTLETS FOR UPCOMING EVENT TO BE HELD ON COURTHOUSE SQUARE. MOTION CARRIED. COPY ATTACHED.
3. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO RECORD LETTER FROM TEXAS COMMISSION ON JAIL STANDARDS CONCERNING THE

UPSHUR COUNTY JAIL. MOTION CARRIED. LETTER ATTACHED.

4. LUCILLE UNDERWOOD, CHAIRPERSON OF THE UPSHUR COUNTY CHILD PROTECTION BOARD, SUBMITTED THE FOLLOWING NAMES OF PERSONS TO SERVE ON THE UPSHUR COUNTY CHILD PROTECTION BOARD:

JOHN FINNEY,
MRS. POPPY ELWELL
MRS. JEWEL RICHARDS
BRENDA DAVIDSON
PENNY LAWHORN
MR. JOHN CROSSLAND
MR. TODD STANSBURY

.MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPOINT THE THESE PERSONS TO THE UPSHUR COUNTY CHILD PROTECTION BOARD. MOTION CARRIED. LETTERS SUBMITTED BY LUCILLE UNDERWOOD ATTACHED.

5. THE ISSUE OF MENTAL COMMITMENTS FOR UPSHUR COUNTY RESIDENTS WAS DISCUSSED BETWEEN MEMBERS OF COMMISSIONERS COURT AND THE SHERIFF. NO FORMAL ACTION TAKEN.

MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ADJOURN.
MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

BILLS PREVIOUSLY APPROVED ON MEETING OF 9-11-2000 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

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

COMMISSIONER PCT. #4 RUSSELL GREEN

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 20th day of September, 2000.

CS
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct.

Tommy Stanley
Tommy Stanley, Comm. Pct. 2

Rick Jackson
Rick Jackson, Comm. Pct. 3

Russell Green Jr.
Russell Green, Comm. Pct. 4

CO SEP 20 11:10:35
BY PUTY

September 20, 2000

LINE ITEM TRANSFER BUDGET AMENDMENTS VOL 57 pg 257

FROM			TO	
10-401-4502	Commissioners Court Educational Expense	\$ 180.28	Commissioners Court 10-401-3010 Office Supplies	\$ 143.08
			10-401-5400 Office Machines	\$ 37.22
				\$ 180.28
10-403-4440	County Clerk Microfilm Expense	\$ 69.42	County Clerk 10-403-3010 Office Supplies	\$ 41.00
10-403-4445	Records Indexing	\$ 400.00	10-403-3030 Stationery, Forms	\$ 428.42
		\$ 469.42		\$ 469.42
10-409-2400	Non-Departmental Workers Comp	\$ 3,649.45	Non-Departmental 10-409-3380 Other Operating	\$ 868.48
10-409-4955	Contingency	\$ 8,367.39	10-409-4140 Delinquent Tax Atty	\$ 9,049.78
		\$ 12,016.84	10-409-4175 Postmortem Expense	\$ 900.00
			10-409-4410 Service Agreements	\$ 831.19
			Telecommunications	
			10-410-4330 Local Telephone Serv	\$ 367.39
				\$ 12,016.84
10-435-4125	115th District Court Capital Murder Trial Exp	\$ 465.00	115th District Court 10-435-3095 Books & Publications	\$ 465.00
10-453-3080	Justice Of the Peace #3 Postage	\$ 172.96	Justice Of the Peace #3 10-453-3010 Office Supplies	\$ 16.90
			10-453-3030 Prnted Stationery, etc	\$ 156.06
				\$ 172.96
10-476-2450	District Attorney Unemployment Comp	\$ 151.63	District Attorney 10-476-3010 General Office Supplie	\$ 140.92
10-476-3200	Gasoline	\$ 307.59	10-476-3095 Books & Publications	\$ 62.27
10-476-3420	Vehicle Repair & Maint	\$ 101.06	10-476-3240 Tires & Tubes	\$ 34.57
10-476-5450	Furniture & Fixtures	\$ 35.00	10-476-4135 Court costs	\$ 32.52
		\$ 595.28	10-476-4502 Education Exp	\$ 312.00
			10-476-4600 Asso & Org Dues	\$ 13.00
				\$ 595.28
10-490-4750	Elections Facilities Lease	\$ 185.06	Elections 10-490-4502 Education Exp	\$ 185.06
10-495-5400	County Auditor Office Mach & Equipt	\$ 234.00	County Auditor 10-495-4495 Contracted Services	\$ 234.00
10-509-4502	9-1-1 Mapping Education Expense	\$ 47.00	9-1-1 Mapping Vehicle & Road Eq	\$ 47.00
10-514-4310	C. J. Annex Water, Sewer	\$ 2,610.84	County Buildings 10-510-3110 Uniforms & Access	\$ 119.20
			10-510-3200 Gasoline	\$ 186.20
			10-509-3380 Misc Expenses	\$ 567.60
			10-510-3390 Hand Tools	\$ 19.24
			10-510-3400 Lawn & Grounds	\$ 44.71
			10-510-3460 Plumbing	\$ 2.41
			10-510-4300 Electricity	\$ 1,255.02
			10-510-4480 Labor	\$ 215.24
			10-510-4495 Contracted Services	\$ 201.22
				\$ 2,610.84
10-554-4520	Constable #4 Mileage	\$ 66.05	Constable #4 10-554-3200 Gasoline	\$ 66.05

September 20, 2000 Line Item Transfer Budget Amendments
Page Two

Sheriff		Sheriff		
10-560-3095	Books & Publications	\$ 1,160.64	10-560-3105 Investigative	\$ 59.10
10-560-3098	Audio & Visual	\$ 1,403.54	10-560-3200 Gasoline	\$ 2,505.08
		\$ 2,564.18		\$ 2,564.18
Jail		Jail		
10-565-4495	Contracted Services	\$ 1,246.88	10-565-3125 Prescriptions	\$ 628.71
			10-565-3135 Food	\$ 310.67
			10-565-3380 Misc Expense	\$ 48.00
			10-565-4480 Labor	\$ 259.50
				\$ 1,246.88
Adult Probation		Adult Probation		
10-570-5450	Furniture & Fixtures	\$ 30.30	10-570-4495 Other Contract Servc	\$ 30.30
Juvenile Probation		Juvenile Probation		
10-575-4190	Detention Services	\$ 166.62	10-575-3010 General Office	\$ 166.62
DPS		DPS		
10-580-5350	Other Comm Equipt	\$ 35.00	10-580-4480 Other Repairs & Mant	\$ 35.00
Road & Bridge #1		Road & Bridge #1		
15-611-3430	Equipt Repair & Maint	\$ 15,000.00	15-611-3340 Road Oil	\$ 27,294.00
15-611-5600	Road Equipment	\$ 12,441.72	15-611-4470 Other Comm Maint	\$ 89.22
		\$ 27,441.72	15-611-4480 Other Repairs & Mant	\$ 58.50
				\$ 27,441.72
Road & Bridge #2		Road & Bridge #2		
16-612-3240	Tires & Tubes	\$ 294.06	16-612-3110 Uniforms & Access	\$ 159.06
			16-612-3300 Culverts	\$ 135.00
				\$ 294.06
Road & Bridge #3		Road & Bridge #3		
17-613-5600	Road Equipment	\$ 3,661.54	17-613-3110 Uniforms & Access	\$ 229.80
			17-613-3220 Oil, Grease	\$ 21.90
			17-613-3240 Tires & Tubes	\$ 331.09
			17-613-3380 Other Operating	\$ 42.38
			17-613-3390 Hand Tools	\$ 6.10
			17-613-3420 Repair & Maint Vehic	\$ 6.00
			17-613-3430 Repair & Maint Equipt	\$ 2,647.86
			17-613-4480 Other Repairs & Mant	\$ 26.41
			17-613-4495 Other Contract Servc	\$ 338.00
			17-613-5350 Other Comm Equipt	\$ 12.00
				\$ 3,661.54
Road & Bridge #4		Road & Bridge #4		
18-614-3340	Road Oil	\$ 3,820.30	18-614-3110 Uniforms & Access	\$ 370.88
18-614-3390	Hand Tools	\$ 286.71	18-614-3220 Oil, Grease	\$ 4.50
18-614-3420	Repair Maint Vehicles	\$ 1,309.06	18-614-3240 Tires & Tubes	\$ 398.52
18-614-6500	Interest	\$ 324.03	18-614-3380 Other Operating	\$ 786.77
		\$ 5,740.10	18-614-3430 Repair & Maint Equipt	\$ 3,115.98
			18-614-3460 Plumbing	\$ 19.92
			18-614-3480 Janitorial Service	\$ 114.40
			18-614-4300 Electricity	\$ 206.69
			18-614-4470 Other Comm Maint	\$ 119.44
			18-614-4480 Other Repairs & Mant	\$ 280.00
			18-614-4700 Equipment Lease	\$ 175.00
			18-614-5350 Other Comm Equipt	\$ 150.00
				\$ 5,740.10

We hereby amend the Upshur County budget for the fiscal year 2000 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Section 111.010.

The 2000 Upshur County budget is hereby so amended and we find and declare that a grave emergency and public necessity exists to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original 2000 budget as adopted.

A copy of this Order is to be filed with the County Clerk and attached to the budget originally adopted for 2000.

Signed on this 20th day of September, 2000.

cl
County Judge

Maddis Lindsey
Commissioner Precinct #1

Tommy Stanley
Commissioner Precinct #2

[Signature]
Commissioner Precinct #3

Russell Green Jr.
Commissioner Precinct #4

Passed and approved by the Commissioners Court of Upshur County on the 20th day of September, 2000 as the same appears on file in the office of the County Clerk of Upshur County.

FILED
6:10 PM
SEP 20 2000
COUNTY CLERK
UPSHUR COUNTY, TEXAS
BY _____ DEPUTY

VCL 57 PG 260

September 20, 2000
FROM

ADDITIONAL FUNDING BUDGET AMENDMENTS
TO

GENERAL FUND		GENERAL FUND	
Reserves	\$ 63,531.96	10-505-4640 Appraisal District	\$ 11,584.00
		INSURANCE FUND	
		86-400-2900 Health Claims	\$ 34,314.82
		86-400-2930 Premiums	\$ 17,633.14
			<u>\$ 63,531.96</u>

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 09/15/2000 Dept 499
 Employee CARLA GIBSON
 Social Security No 457-35-0552 Emp ID# 10223

X	CHANGES(S)	FROM	TO
<input checked="" type="checkbox"/>	Grade Step NEW HIRE		8-16
	Rate		\$1425.00/mo
	Department		
	Position DEPUTY		

REASON(S) FOR THE CHANGE(S)

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

Comments **TO REPLACE PREVIOUS EMPLOYER**
PHYLIS BEAVERS WHO LEFT IN AUGUST 2000

Authorized by: Michael P. Smith Date: 9/15/2000
 Approved by: _____ Date: _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 09/12/2000 Dept. 499
 Employee KRISTAN YOUNG
 Social Security No 464-89-7930 Emp ID# 1021

Vol 57 PG 202

X	CHANGES(S)	FROM	TO
	Grade Step	4-6	5.95PH
	Rate		
	Department		
	Position (DEPUTY)		

REASON(S) FOR THE CHANGE(S)

XX	Hired (PART-TIME)	Re-Hired
	Introductory Period Ended	Merit Increase
	Promotion	Transfer
	Longevity Increase	Demotion
	Re-evaluation of Job	Retirement
	Layoff	Discharged
	Leave-of-Absence	Other

Comments **PER HOUR TEMPORARY PART-TIME FOR VOTER REGISTRATION/STATEMENTS**

Authorized by *Michael D. Smith*
 Approved by _____ Date 09/11/2000

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept 450/D.Club

Employee Casey Pate

Social Security No _____ Emp ID# 513

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

REASON(S) FOR THE CHANGE(S)

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

Comments Longevity 6 years \$24/month

Authorized by [Signature]
 Approved by _____ Date: 9-15-00

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept 450/D. Clerk
 Employee Melissa Chevalier
 Social Security No _____ Emp ID# 747

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

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

Comments Longevity 5 years \$20/month

Authorized by M. Harris
 Approved by _____ Date 9-15-00

57 - 265

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept 499/Co Jail
 Employee Joanna Harris
 Social Security No. _____ Emp ID# 974

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

REASON(S) FOR THE CHANGE(S)

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

Comments Longevity 1 year \$4/month

Authorized by: Joanna Harris
 Approved by: _____ Date: 9-15-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept. 499/Co Jail

Employee Sherron Laminack

Social Security No _____ Emp. ID# 975

CHANGES(S)	FROM	TO
<input checked="" type="checkbox"/> Grade Step		
<input type="checkbox"/> Rate		
<input type="checkbox"/> Department		
<input type="checkbox"/> Position		

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

Comments: Longevity 1 year #4/month

Authorized by: [Signature]
 Approved by: _____ Date: 9-15-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept 560/C. Sheriff
 Employee Randy Burris
 Social Security No _____ Emp ID# 448

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

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

Comments Longevity 10 years \$40/month

Authorized by: [Signature]
 Approved by: _____ Date: 9-15-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept. 560/C Sheriff
 Employee James DeCuir
 Social Security No. _____ Emp ID# 497

57-268

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

REASON(S) FOR THE CHANGE(S)

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

Comments Longevity 8 years \$32/month

Authorized by M. Harris
 Approved by _____ Date 9-15-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept 560/C Sheriff
 Employee Geneva Nell Matthews
 Social Security No. _____ Emp ID# 744

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

2169

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

Comments Longevity 5 years \$ 20/month

Authorized by [Signature]
 Approved by: _____ Date 9-15-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept 365/Co. Jail
 Employee Robert Cramley
 Social Security No. _____ Emp ID# 342

CHANGES(S)	FROM	TO
<input checked="" type="checkbox"/> Grade Step		
<input type="checkbox"/> Rate		
<input type="checkbox"/> Department		
<input type="checkbox"/> Position		

REASON(S) FOR THE CHANGE(S)

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

Comments Longevity 13 years \$52/month

Authorized by Marya Starris
 Approved by _____ Date 9-15-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept 565/C. Gail
 Employee Sherry Niell
 Social Security No _____ Emp ID# 475

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

REASON(S) FOR THE CHANGE(S)

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

Comments: Longevity 9 years \$36/month

Authorized by: [Signature]
 Approved by: _____ Date: 9-15-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept. 565/C. Jail
 Employee Alan Wade
 Social Security No. _____ Emp ID# 853

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

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

Comments Longevity 3 years \$12/month

Authorized by Myna Harris
 Approved by _____ Date 9-15-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept. 565/Co. Jail
 Employee Allen Jeffeller
 Social Security No _____ Emp. ID# 893

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

REASON(S) FOR THE CHANGE(S) :

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

Comments: Longevity 2 years \$8/month

Authorized by: Mary Harris
 Approved by: _____ Date: 9-15-00

VCL 57 PG 274

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept. 565/B Jail

Employee Laura Mitchell

Social Security No. _____ Emp. ID# 894

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

REASON(S) FOR THE CHANGE(S)

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

Comments.

Longevity 2 years \$8/month

Authorized by:

Mary Harris

Approved by:

Date:

9-15-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept. 565/Co. Gril
 Employee Brad Wilburn
 Social Security No _____ Emp ID# 895

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

REASON(S) FOR THE CHANGE(S)

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

Comments: Longevity 2 years \$8/month

Authorized by: [Signature]
 Approved by: _____ Date: 9-15-00

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept 565/Co. Jail
 Employee Brooks Jackson
 Social Security No _____ Emp ID# 896

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

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

Comments: Longevity 2 years # 8 months

Authorized by Conyza Harris
 Approved by _____ Date 9-15-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9-1-00 Dept 613/Pct# 3

Employee Dary Latham

Social Security No _____ Emp. ID# 620

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

REASON(S) FOR THE CHANGE(S)

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

Comments Longevity 7 years \$28/month

Authorized by [Signature]

Approved by _____ Date 9-15-00

MONTHLY REPORT

Date: 9/13/00
To: Pam Long, County Auditor
Cc: County Judge, County Treasurer, County Clerk
From: MICHEAL L SMITH

Please find attached the monthly report for the month of August 2000. You will find that the totals differ due to manual distribution from the World Wide Church of God refund.

If you have any questions, please feel free to contact our office. We will be happy to assist you.

Respectfully,

MLS/bap
Attachments

00 SEP 20 AM 10:37
BY _____
DEPUTY

**MONTHLY REPORT FOR AUGUST 2000
AD VALOREM TAXES & FEES**

CURRENT TAXES	14323.59
DELINQUENT TAXES	20025.37
CURRENT PENALTY & INTEREST	9247.54
DELINQUENT PENALTY & INTEREST	11404.80
TOTAL ATTORNEY FEES COLLECTED	9049.78
VARIANCES	.76
MISC. FEES	2360.06
MANUAL DISTRIBUTION	1681.36
TOTAL COLLECTIONS	68093.26
AD VALOREM INTEREST	245.20
HWY DEPARTMENT INTEREST	436.07

MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY

Collected by: Michael L. Smith, Tax Assessor-Collector of Upshur County
 During the month of: AUGUST, 2000

The State of Texas, County of Upshur
 I, Michael L. Smith, Tax Assessor-Collector of said County, do solemnly swear that the within attached sheets are a true and correct report of all Taxes collected by me during the month of August 2000, showing the total collections as follows, viz:

STATE AD VALOREM TAXES COLLECTED SUBJECT TO DELINQUENT TAX COLLECTOR FEE (ART.7335)
 \$0.00
 X 15% = 0.00

COUNTY TAX COLLECTIONS ON	AD VALOREM	P & I	ATTORNEY FEES	VARIANCE	TABS	OTHER	TOTAL
CURRENT	14323.59	9247.54	4335.54	79			27907.46
DELINQUENT	20025.37	11404.80	4714.24	-03			36144.38
TEX			0.00				
PRIOR TO 1982 ATTORNEY FEES NOT COLLECTED							
TOTALS	34348.96	20652.34	9049.78				64051.08

Michael L. Smith
 TAX ASSESSOR-COLLECTOR, UPSHUR COUNTY, TEXAS.
 Sworn to and subscribed before me this
 13th day of September 2000 A. D.

Rex A. Shaw
 COUNTY CLERK, UPSHUR COUNTY, TEXAS

I, Rex Shaw, County Clerk of Upshur County,
 do here by certify that I have carefully examined
 the above mentioned Monthly Report of Taxes Collected
 by Michael L. Smith, Tax Assessor-Collector
 of said county

Rex A. Shaw
 COUNTY CLERK, UPSHUR COUNTY, TEXAS

PAY DELINQUENT TAX ATTORNEY : \$9049.78



**SPECIFICATIONS FOR SUBDIVISION PLATS AS
REQUIRED BY THE COMMISSIONERS COURT
UPSHUR COUNTY, TEXAS**

FILED
07 SEP 20 AM 10:43
BY
CLERK
UPSHUR COUNTY
TEXAS

1. All subdivision plats must be approved by the Commissioners Court before filing with the County Clerk for recording.
2. All subdivisions are to be surveyed and platted by a Registered Surveyor or Engineer.
3. All main artery streets in a subdivision must be not less than 50 feet in width and all other streets in the subdivision must be not less than 40 feet in width. Streets to have a minimum crown slope of 0.02 feet per foot on each side of centerline.
4. No street or road will "Dead End". Must have Cul-de-Sac at end with 50 foot radius as a minimum.
5. Streets will be built so that there will be proper drainage, and all drainage structures will be of a size large enough to handle all water. Drainage structures must be permanent type.
6. All streets must have a base approved by a representative of the Commissioners Court (4" to 6" gravel) and a minimum compacted riding base of two inches oil and sand mix. Minimum road oil requirements is one barrel (42 gals.) pr 150 square feet of road surface. Oiled sand surface minimum width of 20 feet.
7. Curbs (which are optional) must be built to a standard approved by the Court, if required, and all work on subdivision streets or roads must be approved by the Court.
8. All roadway ditches shall have a minimum depth below subgrade of 12 inches, and all front and back slopes shall be sodded or covered with oiled sand.
9. A good and sufficient surety bond made payable to the County Judge or his successors in office is required, assuring the proper construction of such roads and streets affected. Such bond must be in an amount not to exceed the cost of construction of said roads and streets and guaranteeing the constructing in accordance with the specifications of the Commissioners Court of Upshur County, Texas.
10. If the subdivision is within the extra-territorial jurisdiction of a City, the City must approve the subdivision first. No percolation test will be required if the City states its test sewage system will serve the subdivision, otherwise a percolation test is required and a qualified Engineer must certify that the soil is good enough and the subdivision lots are big enough to handle all necessary lines, etc. for a septic tank. No subdivision plat will be accepted unless accompanied by an approved percolation test.
11. All costs are to be paid by the owner or developer.



OFFICERS:

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(409) 822-6992 - Fax

First Vice President
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Judge, McLennan County
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(254) 757-3196 - Fax

Second Vice President
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Commissioner, Ysabel County
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(806) 456-4173 Fax

Immediate Past President
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Benjamin, Texas 79905
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(940) 454-2022 Fax

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Judge, Trinity County

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President West Texas
SKIPPER WHEELLESS
Commissioner, Runnels County

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EDUCATION COMMITTEE:

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Richard Cronce
Commissioner, Bell County
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(254) 933-5179 - Fax

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Commissioner, Baskin County
Kenneth Mayfield
Commissioner, Dallas County
Gordon Porter
Commissioner, San Patricio County
Cristina Zamora
Commissioner, Comal County
David Lee
Commissioner, Palo Pinto County
Billie E. Waters
Commissioner, Jeff Davis County

LEGISLATIVE COMMITTEE:

Chairman
John Thompson
Judge, Falls County
Courtroom
Livingston, Texas 77351
(409) 327-4813
(409) 327-4891 Fax

TO: Commissioners Court Members
FROM: Jim Allison, General Counsel
RE: Subdivision Regulations
DATE: June 5, 2000

Attached please find a copy of the recent Amendment to the Bexar County Subdivision Regulations prepared by Bexar County Commissioners Court. This document incorporates the changes in the statutes by S.B. 710 (Subdivision Regulations and S.B. 712 (Mobile Home Rental Community Infrastructure Development Plan) from the recent legislative session. We appreciate the opportunity to review and utilize this document.

Subdivision regulations vary greatly from county to county. The attached document fully utilizes the authority granted in the above legislation. However, it may require revision to match the regulations in other counties. If you have any questions, please call.

SECTION A - GENERAL**1.0 Plat Required**

- A.** According to Local Government Code Chapter 232.001, the owner of a tract of land located outside the limits of a municipality who divides the tract into two or more parts to lay out a Subdivision of the tract, including an addition; lots; or streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a Plat of the Subdivision prepared.
- 1.** A division of a tract under this subsection includes any division, regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method.
 - 2.** In accordance with Local Government Code Section 232.0015, a Subdivision Plat is not required if the owner of a tract of land divides the tract into two or more parts and does not lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts, and:
 - a.** The land is used primarily for agricultural use as defined by Section 1-d, Article VIII, Texas Constitution, or for farm, ranch, wildlife management, or timber production use, within the meaning of Section 1-d-1, Article VIII, Texas Constitution, or
 - b.** The tract is divided into four or fewer parts and the parts are sold, given, or otherwise transferred to an individual who is related to the owner within the third degree of consanguinity or affinity, as determined under Chapter 573, Government Code; or
 - c.** All of the lots of the subdivision are more than 10 acres in area; or
 - d.** All of the lots are sold to veterans through the Veterans' Land Board program; or
 - e.** The tract is owned by the state or other state agency, board, or commission or owned by the permanent school fund or any other dedicated funds of the state; or
 - f.** The owner of the land is a political subdivision of the state, the land is situated in a flood plain, and the lots are sold to adjacent landowners; or
 - g.** One new part is to be retained by the owner, and the other new part is to be transferred to another person who will further subdivide the tract subject to the plat approval requirements of these regulations; or
 - h.** All parts of the tract are transferred to persons who owned an undivided interest in the original tract, and a plat is filed before any further development of any part of the tract.

3. If the tract described in Sections 2a, b, c, d, e, f, g, or h ceases to meet the exemption described therein, then platting requirements shall immediately apply.

B. Subject to the exemptions in Section A 1.0 A 2a-h, no land shall be divided and sold or conveyed until the Subdivider:

1. Has received approval of a Final Plat of the tract; and
2. Has filed with the County Clerk, a legally approved plat for recordation in the Map Records of the County.

C. These rules and any preceding rules shall apply to land which has been divided on or after September 1, 1999. A division of a tract referenced in this section is defined as using a metes and bounds description in a deed of conveyance or in a contract for a deed, using a contract of sale or other executory contract, purchase option rental agreement, or using any other method to convey property.

D. Approval of a Plat by the Commissioners Court shall not be deemed an acceptance of the proposed dedications, if any shown thereon, and shall not impose any duty upon the County concerning maintenance or improvements of any such dedications. The Commissioners Court determines which dedications will be accepted for County maintenance after the Owner maintenance period has expired.

E. **Manufactured Home Rental Communities.** A property developed as a manufactured home rental community and not subdivided from another tract as defined in Section A 1.0 of these Regulations is not subject to the subdivision regulations established herein. However, the owner who intends to use the land for a manufactured home rental community must have an infrastructure development plan prepared that complies with the minimum infrastructure standards established in Section A 3.0 of these Regulations. A Manufactured Home Rental Community is a plot or tract of land that is separated into two or more spaces or lots that are rented, leased, or offered for rent or lease, for a term of less than 60 months without a purchase option, for the installation of manufactured homes for use and occupancy as residences.

2.0 Plat Processing

- A. Timely Approval of Plats.** Plats are to be reviewed in an expeditious manner by the Public Works Division. The following establish requirements for timely approval:
1. All documents and other information identified on the Final Plat Submission Checklist of these Regulations shall be provided to the Public Works Division.
 2. If a person submits a Plat application to the Public Works Division that does not include all of the documentation or other information identified on the Final Plat Submission Checklist, the Public Works Division shall, not later than the 10th business day after the date of receipt of the Plat, notify the applicant of the missing documents or other information.
 3. An application that contains all the documents and other information listed on the Final Plat Submission Checklist is considered complete and ready for review.
 4. Final action shall be taken on the Plat application not later than the 60th day after the date the completed Plat application is received by the Public Works Department.
 5. If the Commissioners Court or the County Engineer disapproves a Plat application, the applicant shall be given a complete list of the reasons for the disapproval.
 6. The 60 day period:
 - a. May be extended for a reasonable period, if agreed to in writing by the applicant and approved by the County Engineer;
 - b. May be extended 60 additional days if a takings impact assessment is required in connection with a Plat application as per Chapter 2007, Government Code; and
 - c. Applies only to a decision wholly within the control of the Commissioners Court or the County Engineer.
 7. The County Engineer shall make a determination on Section A 2.0 A.6 of whether the 60 day period will be extended not later than the 20th day after the date a completed Plat application is received by the County Engineer.
 8. If the Commissioners Court or the County Engineer fails to take final action on the Plat, in accordance with this section, then:
 - a. If the Commissioners Court has assessed a Plat application fee, the Court shall refund the greater of the unexpended portion of the Plat application fee or deposit or 50 percent of the Plat application fee or deposit that has been paid;
 - b. The Plat application is granted by operation of law; and
 - c. The applicant may apply to a district court in Bexar County for a writ of mandamus to compel the Commissioners Court to issue documents recognizing the Plat's approval.
 9. Section A 2.0 of these regulations applies only to a Plat application submitted to the County on or after October 1, 1999.
- B. Certification that Adequate Groundwater is available for the Subdivision.** If groundwater is the source of water supply for the subdivision, the Commissioners Court requires a statement attached to the Plat application, prepared and sealed by a licensed professional engineer registered to practice in Texas, that certifies that adequate groundwater is available for the subdivision, according to the certification form and content as promulgated by the Texas Natural Resource Conservation Commission.

3.0 Infrastructure Development Plan

A. In accordance with Local Government Code Section 232.007, an Infrastructure Development Plan (IDP) is required for all manufactured home rental communities, as defined in Section A 1.0 E of these regulations, developed after August 30, 1999.

1. The development shall have a minimum of sixty (60) feet fronting a street or roadway which has been previously dedicated to the public for the public's use and benefit as a street or roadway. Access roads to the individual rental spaces must be constructed and paved to a minimum width of 20 feet with a 1 ½ inch thick Hot Mixed Asphaltic Concrete (HMAC) paved surface, 8 inch thick crushed stone base, and, if located in clay or sandy soils, a 10 inch thick treated subgrade.
2. No space may contain more than one single family residential unit. No common driveways shall be allowed. Each space shall have separate and individual access.
3. A survey of the property shall be submitted to the County Public Works Division prior to the request by the owner or occupier of the lot for any permit and/or utility services.
4. The owner shall submit a letter of application, signed by the owner, that stipulates the intention of the owner; name, address, phone number of the owner; names of water and electricity providers; and name of wastewater provider or type and usage of on-site sewage facilities.

B. The Manufactured Home Rental Community Infrastructure Development Plan (IDP) shall show at minimum the following:

1. Only 18" x 24" sheets will be acceptable and at a maximum scale of 1"=200' (1" = 100' preferred), or as approved by the County Engineer. An index on the first sheet is required when more than two sheets are required for the IDP.
2. Names, locations, dimensions (bearings and distances), and layouts of existing and proposed streets, alleys, easements, and other public rights-of-way and public / private encumbrances (deed restrictions, etc.) on the property and any proposed street right-of-way, easement, alley, park, or other public dedication.
3. Dimensions, bearings and distances, of the proposed rental spaces.
4. Signatures and date of approval and certifications on the IDP. These approval signatures shall be not more than six (6) months prior to the submission. Examples of the required acknowledgments and certifications are as contained in the exhibits attached hereto.
5. Legal description, acreage, and name of the proposed Development. The Development's name shall not be spelled or pronounced similarly to the name of any existing Development or Subdivision located within the County.
6. The boundary of the Development indicated by a heavy line and described by bearings and distances.
7. Scale, legend, north arrow, spot elevations on 100' or an appropriate grid, with two foot (2.0') contour lines. Alternate contour intervals may be submitted, based on terrain, with approval from the Public Works Division.

8. Deed record, name of owner, volume and page number of adjoining properties.
9. Dates of survey and preparation of IDP.
10. Identification code, location, description, and elevation of the USGS or appropriate benchmark used in the survey.
11. Front building setback lines. Back and side building setback lines by note.
12. Location of any City's corporate limit line or extra territorial jurisdiction line.
13. Vicinity map with streets, ditches, general drainage flow directions to the ultimate outfall, city limits and ETJs, and other major land features
14. Net area (gross area less easements) of rental spaces to the nearest 1/100 of an acre for lots using On Site Sewage Facilities and / or well water.
15. Limits of flood hazard areas as defined by the appropriate FEMA FIRM panel and the proposed finished floor elevation of buildings within these flood hazard areas on each space.
16. A certification by a Surveyor or Engineer describing any area of the Development that is in a Flood plain or stating that no area is in a Flood plain, as delineated by the appropriate FEMA FIRM panel and date.
17. A surveyor's signature and seal on the IDP for certification.
18. The description of the water and sewer facilities, electricity and gas utilities, and roadways and easements dedicated for the provision of water and sewer facilities that will be constructed or installed to serve the Development and a statement of the date by which the facilities will be fully operable, prepared by an Engineer (may be included in an attached document). A certification must be included that the water and sewer facilities described by the IDF, or document attached to the IDP, are in compliance with these Regulations.
19. Approvals by other regulatory and governing bodies, as required.

C. The IDP submittal shall also include the following documents:

1. Letters signed and dated from water, wastewater, and electric utilities of service commitment and availability and statement of approval of existing and proposed utility easements, or letter of certification as required by the City of San Antonio Unified Development Code Chapter 35.
2. A tax certificate showing that all taxes currently due with respect to the original tract have been paid.
3. Results of soils analysis certified by a qualified site evaluator (as defined by 30 TAC Chapter 285) for on-site sewage facilities (OSSF).
4. Engineering Design Construction Plans for roadway access to each rental space for fire and emergency vehicles.
5. Drainage design plans to ensure adequate drainage off of the rental spaces to drainage channels and out of the Development, including the design of drainage structures, culverts, and/or systems using a 10 year storm frequency, such that the drainage out of the Development does not have a negative drainage impact on neighboring properties. If additional right of way (ROW) is required for existing

57-288

County road drainage and access as determined by the County Engineer to achieve a 60 foot wide Right of Way or to meet requirements of the City of San Antonio Long Range Thoroughfare Plan, the owner shall dedicate these rights of way to the County.

6. The Engineering Report, as described in Section A 4.0 of these Regulations.

- D. **Inspection of Improvements.** Construction of a proposed Manufactured Home Rental Community may not begin before the date the County Engineer approves the IDP. Periodic inspection of improvements may be required, as directed by the County Engineer. If the County Engineer directs that a final inspection is required, it must be completed not later than the second business day after the date the County Engineer receives a written confirmation from the owner that the construction of the infrastructure is complete. If the inspector determines that the infrastructure improvements comply with the IDP, then the County Engineer shall issue a Certificate of Compliance not later than the fifth business day after the date the County Engineer receives written confirmation from the owner that the infrastructure has been completed and in compliance with the IDP.
- E. **Utilities.** A Utility may not provide utility services, including water, sewer, gas, and electric services, to a Manufactured Home Rental Community subject to an IDP or to a manufactured home in the community unless the owner provides the utility with a copy of the Certificate of Compliance issued by the County Engineer. This requirement applies to:
1. A municipality that provides utility services;
 2. A municipally owned or municipally operated utility that provides utility services;
 3. A public utility that provides utility services;
 4. A nonprofit water supply or sewer service corporation organized and operating under Chapter 67, Water Code, that provides utility services;
 5. A county that provides utility services; and
 6. A special district or authority created by state law that provides utility services.
- F. **Timely Approval of Infrastructure Development Plans.** Not later than the 60th day after the date the owner of a proposed manufactured home rental community submits an infrastructure development plan for approval, the County Engineer shall approve or reject the plan in writing. If the plan is rejected, the written rejection must specify the reasons for the rejection and the actions required for approval of the plan. The failure to reject a plan within the period prescribed herein constitutes approval of the plan.

4.0 Engineering Report for Manufactured Home Rental Communities

This report, which shall be signed, dated, and sealed by a licensed professional engineer registered in Texas, shall contain detailed and definitive information on the following:

A. Water Supply Facilities

1. Public Water Systems

- a. If the water supplier is a political subdivision of the state: a city, municipality, utility district, water control and improvement district, nonprofit water supply corporation, etc., the Developer shall furnish a signed letter of service availability from the water supplier to provide the state's minimum requirements of quality and quantity of water to the proposed Development.
- b. Where there is no existing facility or owner intending to construct and maintain the proposed water supply facilities, the Developer may establish an investor-owned utility or create a municipal utility district and obtain a Certificate of Convenience and Necessity (CCN) from the Texas Natural Resources Conservation Commission (TNRCC) and include evidence of the CCN issuance for the Development area. Prior to IDP approval, plans and specifications for the proposed water facilities system shall have been approved by all entities having jurisdiction over the proposed project, including TNRCC.
- c. Water service must be extended into the Development to each lot or rental space if the existing water lines are located within 300 feet of the Development and if there is sufficient water available by the water supplier.

2. Private Wells or Non-public Water Systems - Quantitative and qualitative results of sampling test wells in accordance with requirements promulgated by the TNRCC and the Texas Department of Health shall be included where individual wells are proposed for the supply of drinking water to residences and other establishments. The results of the analyses shall be made available to the prospective property owners or renters.

3. Prior to IDP approval, plans and specifications for the proposed water facilities system shall have been approved by all entities having jurisdiction over the proposed project, including TNRCC. Evidence of the approvals shall be included in the Engineering Report.

B. Wastewater Disposal Facilities

1. Centralized Sewerage Facilities

- a. If wastewater treatment is provided by a political subdivision of the state (city, municipality, utility district, water control and improvement district, nonprofit water supply corporation or an existing investor-owned water supply corporation, etc.) the Developer shall furnish a signed letter of service availability to provide the state's minimum wastewater treatment standard for the proposed Development from the utility.
- b. Where there is no existing entity or owner to build or maintain the proposed wastewater treatment and collection facilities, the Developer may establish an

investor-owned utility or a municipal utility district by obtaining a Certificate of Convenience and Necessity (CCN) from the TNRCC.

- c. Prior to IDP approval, an appropriate permit to treat and/or dispose of wastes for the ultimate build-out of the Development shall have been obtained from the TNRCC and plans and specifications for the proposed wastewater collection and treatment facilities shall have been approved by all entities having jurisdiction over the proposed project, including TNRCC. Evidence of the approvals shall be included in the Engineering Report.
- d. Wastewater disposal service must be extended into the Development to each lot or rental space if the existing wastewater lines are within 200 feet of the Development and there is sufficient wastewater capacity available from the wastewater service provider.

2. **On-Site Sewage Facilities-** The engineering report shall include soils analysis results as required under the Bexar County Regulations for On-Site Sewage Facilities.

- C. **Roadways.** The Engineering Report shall include a description of the roadways within the Community, and include information on the roadway cross section, pavement width and thickness, base thickness, subgrade treatment, material specifications, and other information as required in these Regulations. Plans and specifications for these improvements shall also be submitted to the County Engineer for approval prior to construction.
- D. **Signage Plan.** A signage plan for the streets to be constructed, if any, is to be included that shows an overall street layout depicting the location and description of signs and traffic control devices to be installed. The traffic control devices will include street name signs, stop signs, yield signs, speed limit signs, directional controls, striping, and delineators, etc.
- E. **Traffic Impact Study.** For Manufactured Home Rental Communities of 100 spaces or greater, the Engineering Report may, at the request of the County Engineer, be required to include a Traffic Impact Study in accordance with the requirements of the City of San Antonio to assess the effects of additional traffic on the existing and proposed transportation system.
- F. **Drainage.** The Engineering Report shall include information on the Development and roadway drainage, culverts, conveyances, outfalls, and other information as required to properly convey storm water within and away from the Development. Plans and specifications for these improvements shall also be submitted to the County Engineer for approval prior to construction.
- G. **Electronic Submission.** A computer floppy disk or CD-ROM with a file in AutoCAD format (.dwg) of the layout of the lots and streets (to scale and with state plane coordinates) within the Development shall be submitted for incorporation into the County-wide map.

14A

The Dallas Morning News

Established October 1, 1885

Publishers

George Bannerman Desley 1885-1940
 E.M. (Ted) Desley 1940-1960
 Joe M. Desley 1960-1980
 James M. Moroney Jr. 1980-1985
 John A. Recker Jr. 1985-1996

Buel Osborne
 Publisher

Robert W. Mong Jr.
 President and General Manager

Gilbert Bailon
 Vice President, Executive Editor

Stewart Wilk
 Managing Editor

Rena Pederson
 Vice President, Editorial Page Editor

Wednesday, May 31, 2000

EDITORIALS

Texas 2001

Counties need broader land use authority

Enough is enough. That's how Granbury residents felt before the 1999 Texas Legislature met. Water pollution from nearby subdivisions and poor roads running through unincorporated areas of Hood County were threatening the integrity of picturesque Lake Granbury.

Hood County Commissioner Ron Cullers explains that the subdivisions often relied upon septic tanks, which could end up dumping waste into Lake Granbury. And the roads in the unincorporated developments were not adequate.

Mobile homes often populated the subdivisions, although Granbury's leaders were not upset with the homes' owners. They recognized that mobile homes are like a country residence for some Texans. And Commissioner Cullers emphasizes that manufactured homes are the only affordable housing some Texans can find.

Still, Hood County residents wanted to control the spread of subdivisions in unincorporated parts of their county. They took action, and state Sen. David Sibley, R-Waco, passed legislation in the 1999 session to give Hood County authority to regulate unincorporated areas. Thanks to that bill, Hood County commissioners can now promote public health, control population density, prevent water pollution and require adequate roads in unincorporated areas around Lake Granbury.

This reform represents a subtle but important shift for Texas. Despite valiant efforts by state Sen. Jeff Wentworth, R-San Antonio, the state has been reluctant to give counties many planning powers.

Cities can regulate incorporated areas. But unincorporated parts of a county often have been free to grow like wild weeds.

And some have. Brewster County that stretches along Big Bend and up to Alpine has experienced considerable growth. County Judge Val Beard attributes part of the expansion to urban Texans seeking beauty. The county also has had a "proliferation of substandard mobile home parks," she says.

The 2001 Texas Legislature has an opportunity to control growth in unincorporated areas. In fact, it has an obligation to do so. As Paul Sugg of the Texas Association of Counties puts it, "We have to plan for our growth if we are to double our population over the next 50 years."

Planning does not mean developing a hostile attitude toward developers. But it does mean giving counties sufficient authority to regulate lot sizes, demand adequate roads and require water hookups in unincorporated areas.

It also means giving counties the power to promote the "public health, safety, peace, morals and general welfare."

Only special cases like Hood County now have that latter authority, which cities use to establish needed parameters. Cities even can use criminal sanctions to uphold their town's public welfare. Legislators need to broaden the authority of counties, even giving counties zoning powers.

At the least, they must equip other counties with Hood County's tools. Sensible growth will make Texas a better place to live.

00 SEP 20 11:10:43
 TX.
 COUNTY

US Med-Disposal, Inc.

Dear New Customer:

Thank you for giving US Med-Disposal, Inc. the opportunity to handle your medical waste disposal needs. We appreciate this opportunity and will strive to make you completely satisfied.

Please sign the contract and send us the white copy along with a business card.

We will provide you with the necessary packaging materials including boxes (15"x15"x27") and red medical waste bags. We can sell you sharp containers, labels, bags and other supplies per your request.

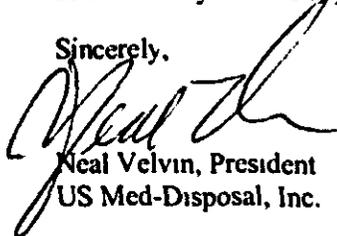
We will bill you monthly at which time you will receive copies of manifests as proof of incineration. We will keep you informed of any changes in regulatory requirements pertaining to medical waste disposal.

We ask that you prepackage your waste and put your name and address on each box. Please notify your driver or this office of any supplies that you may need.

We ask that you pay our invoice within thirty days.

We guarantee complete customer satisfaction. Please call us toll-free a 1-800-256-4794 if you have any questions.

Sincerely,


Neal Velvin, President
US Med-Disposal, Inc.

CO SEP 20 11:13:37
BY _____
DEPUTY

P.O. Box 1900
Athens, Texas 75751
(903) 675-1583
1-800-256-4794

SERVICE AGREEMENT

Vol 57 pg 293



PO BOX 1900
ATHENS, TEXAS 75751

TELEPHONE 903-675-1583
TOLL FREE 1-800-256-4794

US Med-Disposal, Inc. is permitted to haul medical waste in the State of Texas by the Texas Natural Resource Conservation Commission. Permit #50004.

B I L L I N G	CUSTOMER'S BILLING NAME <u>Upshur Co Sheriff Dept. Jail Div.</u>		Customer Tax Exemption Number: _____ (If Applicable)
	CUSTOMER'S BILLING ADDRESS <u>404 N. Titus</u>		Service Begins On: <u>9-12-00</u>
	CITY, STATE, ZIP CODE <u>Gilmer TX 75644</u>		Service Schedule: _____ Times per day/week/month
	CUSTOMER CONTACTS <u>Father</u>		Number of Containers: _____ On Call Service: <input checked="" type="checkbox"/>
	SERVICE LOCATION <u>903-843-2541</u>		Rates: <u>\$25⁰⁰/set up = \$30⁰⁰/box</u>
	SERVICE ADDRESS _____		Recommendation Rate: _____
	CITY, STATE, ZIP CODE _____		Special Instructions: _____

Date of Agreement: 9/12/00

TERMS AND CONDITIONS

BY SIGNING IN THE SPACE PROVIDED BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND THAT IT IS BOUND BY THE TERMS AND CONDITIONS ABOVE AND BELOW ON THIS PAGE AND CONTINUING ON THE REVERSE SIDE OF THIS PAGE.

"CONTRACTOR"
US MED-DISPOSAL, INC
(800) 256-4794

BY/TITLE [Signature]

Upshur County
(CUSTOMER NAME)
BY (SIGNATURE) [Signature]
NAME (PLEASE TYPE OR PRINT): Charles L. Still
TITLE (PLEASE TYPE OR PRINT): Upshur County Judge

ARTICLE I - DISPOSAL SERVICES

Customer shall provide to Contractor and Contractor shall collect and remove from Customer's premises, treat and/or dispose of all "Biomedical Waste" generated by Customer in accordance with the terms of this Agreement. The term "Biomedical Waste" as used herein shall include only those wastes (i) defined by the United States Environmental Protection Agency (USEPA) as infectious wastes in its Guide for Infectious Waste Management, #EPA/530-SW-96-014 May 1988 or defined by the USEPA as medical wastes in 40 CFR 259.30, and any other wastes identified as infectious or similar wastes in any other applicable federal, state, county or municipal laws, regulations and guidelines, and (ii) "Chemotherapy Waste" (also known as antineoplastic or cytotoxic waste). The term "Chemotherapy Waste" as used herein means discarded items which have been contaminated by chemotherapeutic drugs or antineoplastic agents, provided that such items, including vials and syringes, shall be empty as defined in applicable federal, state, county or municipal laws, regulations and guidelines. The term Biomedical Waste specifically excludes (a) fetal remains and human tissues and (b) corrosive, reactive, radioactive, toxic and other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines.

Customer is solely responsible for properly and lawfully packaging, labeling and storing Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Contractor. Customer agrees that all containers supplied to Customer by Contractor, and which carry Contractor's identification on the container, shall be collected and disposed of only by Contractor or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access.

Contractor reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Biomedical Waste which, in Contractor's judgment, it cannot transport, treat or dispose of in a lawful manner or without a risk of harm to public health or the environment. Improperly packaged, leaking, overweight or damaged containers are subject to rejection or to off-specification charges for repackaging and/or special handling. No containers will be picked up that are wet or leaking.

Contractor warrants that all Biomedical Waste collected from customer shall be incinerated at a fully permitted facility.

Contractor shall provide a four part manifest at time of pick up for use in waste tracking and record keeping requirements.

ARTICLE II - TITLE

Title to Biomedical Waste collected from Customer shall be transferred to and vest in Contractor at the same time that the Biomedical Waste is fully loaded into Contractor's truck. Prior thereto, all title to the Biomedical Waste shall be in Customer. Title to any waste other than Biomedical Waste shall remain with Customer.

ARTICLE III - SERVICES AND RATES

Contractor will provide the collection, transportation, treatment and/or disposal services enumerated above at the rates set forth above, plus all applicable taxes, assessments, and related charges, including retroactive adjustments for same. Contractor will provide all necessary equipment to perform such services and all such equipment shall comply with all applicable federal, state, county and municipal laws, regulations, guidelines and permits. Contractor reserves the right to adjust the rates hereunder to fully cover pro rata increases in fuel, insurance and residue disposal costs, and increases in costs resulting from changes in regulatory requirements or guidelines or the enforcement thereof. Contractor may adjust rates from time to time for other reasons, but any such other adjustment, to the extent such adjustment results in a percentage increase greater than the percentage increase in the local (if it none "U.S. City Average") Consumer Price Index for Urban Consumers (all items) published by the United States Department of Labor, Bureau of Labor Statistics since the date of the last such adjustment (or since the date of execution of this Agreement in the case of the first such adjustment), shall be subject to Customer's approval upon thirty (30) days notice from Contractor prior to the effective date of the adjustment.

Changes in the rates, type, size, and amount of equipment, and the frequency of service may be mutually agreed to orally or in writing by the parties without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties.

Contractor may provide any of the services herein through its affiliates.

THE TERMS AND CONDITIONS CONTINUE ON THE REVERSE SIDE OF THIS PAGE

ARTICLE IV - PAYMENT OF CHARGES

All monthly charges are due and payable within thirty (30) days of the date of invoice. Customer agrees to pay a charge for all past due amounts in an amount equal to the lesser of one and one-half percent (1 1/2%) of such past due amounts for each month or part thereof during which such payments remain unpaid or the maximum rate allowed by applicable law. Should any portion of any account remain unpaid for more than sixty (60) days from date of the invoice Contractor shall have the option, without notice to Customer, to suspend service under this Agreement unless and until payment has been made for all services performed by Contractor under this Agreement, including those payments not yet past due. Upon such suspension, Contractor may remove from Customer's premises all containers belonging to Contractor. Upon receipt of payment, containers will be redelivered and Customer will be charged a recommencement charge.

ARTICLE V - FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

ARTICLE VI - ASSIGNMENT

This Agreement is assignable with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment by operation of law nor required in the event of an assignment to an affiliate of Contractor.

ARTICLE VII - SAVINGS CLAUSE

In case any one or more of the provisions contained in this Agreement shall, for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or obligations of Contractor hereunder in which event at Contractor's option the Agreement may be terminated.

ARTICLE VIII - INSURANCE

Contractor and Customer shall procure and maintain the following insurance coverages and limits for the duration and purpose of the Agreement: Workers' Compensation - Statutory; Employers' Liability - \$100,000 each occurrence; Comprehensive General Liability (including Contractual liability) - \$1,000,000 each occurrence combined single limit; Comprehensive Automobile Liability (Contractor only) - \$1,000,000 each occurrence combined single limit; Environmental Impairment Liability Insurance (Contractor only) as required by applicable law or regulation. To the extent permitted by law the above insurance requirements may be met, in whole or in part, by a plan of self insurance.

Contractor and Customer agree to furnish the other upon request, certificates of insurance attesting to the insurance charges and limits above. Each such certificate shall contain a statement requiring the insurer to notify the certificate holder at least thirty (30) days prior to cancellation of any policy covered thereunder.

ARTICLE IX - TERM, SUSPENSION AND TERMINATION

The initial term of this Agreement shall be for a period of thirty-six (36) months and shall automatically continue thereafter for successive terms of thirty-six (36) months unless or until terminated as hereinafter provided. Contractor and Customer shall have the right to terminate this Agreement as of the end of the initial term or any successive term effective upon sixty (60) days prior written notice (by certified mail) to the other.

In the event Customer terminates services hereunder of this Agreement prior to expiration of the term hereof or fails to perform in accordance with any provisions of this Agreement, Contractor shall have without limitation, all rights and remedies provided by law or in equity as well as the following:

A. Contractor may terminate its agreement and recover the following amount which the parties acknowledge constitute Contractor's liquidated damages and not a penalty twenty percent (20%) of the Customer's average monthly charge multiplied by the number of months (including partial months) remaining until the expiration of the then current term of the Agreement; or

B. Contractor may suspend this Agreement until all defaults are cured by Customer, recover any damages sustained thereby and upon the curing of all defaults by Customer, reinstate service pursuant to this Agreement for the remainder of the term and charge the recommencement charge as provided for in Article IV. Under such circumstances, the term shall not be extended for the period of such suspension.

In addition, in the event Customer fails to pay Contractor any amounts due hereunder or otherwise fails to perform this Agreement and Contractor refers such matter to any attorney, Customer agrees to pay in addition to other amounts adjudged due any and all costs incurred by Contractor as a result of such action, including costs of court and in the event permitted by Law, reasonable attorney's fees.

The provisions of Articles II, X and XI shall survive the termination of this Agreement without regard to the reason for termination. Such remainder shall not alter or affect the continuing rights and obligations of the parties created by those articles.

ARTICLE X - INDEMNITY

Contractor will indemnify and hold Customer harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss or damage to property including Customer's property and injuries to or death of persons, including Contractor's employees, caused by or resulting from Contractor's negligence or willful misconduct or Contractor's breach of this Agreement. The foregoing indemnity from Contractor in favor of Customer under this Article X shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities and/or expenses result from the Customer's provision to Contractor of waste other than Biomedical Waste. In any instance in which Customer claims indemnity under this Article X, Contractor shall have the right, but not the duty, to defend Customer in (and control the defense of) any litigation arising out of the occurrence from which Customer claims that Contractor's indemnity obligation exists.

Customer hereby agrees to indemnify and hold Contractor harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property including Contractor's property and injuries to or death of persons, including Contractor's employees, (i) caused by or resulting from Contractor's negligence or willful misconduct or (ii) caused by or resulting from Contractor's providing to Contractor of waste other than Biomedical waste or any other breach of the Agreement by Contractor.

With respect to any claim for indemnification, the party claiming a right to indemnify shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnify denies the other party reasonable access as set forth above, the party claiming a right to indemnify shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

ARTICLE XI - COMPLIANCE WITH LAW AND RECORD KEEPING

In the performance of all services to be provided hereunder, Contractor and Customer agree to comply with all applicable permits, all applicable federal, state, county and municipal laws and ordinances and all lawful orders, rules, regulations and guidelines of any duly constituted authority including but not limited to, social security and income tax withholding laws, unemployment compensation laws, environment, safety and health laws and manifesting requirements.

Contractor and its affiliates have obtained all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform services hereunder and upon request of Customer Contractor shall furnish copies thereof to Customer.

Contractor and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of all manifests and tracking records and by other records or reports or memoranda, consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to performance of the services required by this Agreement.

ARTICLE XII - NOTICES

Except as otherwise provided in Article III, all notices required or desired to be given hereunder shall be given in writing to the parties.

ARTICLE XIII - INDEPENDENT CONTRACTOR

Contractor's relationship with Customer under this Agreement shall be that of independent contractor. Contractor is to exercise its own discretion on the method and manner of performing its duties, and Customer will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Contractor shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Contractor, or any of its employees, as employees, agents, joint ventures or partners of Customer.

ARTICLE XIV - AMENDMENT AND WAIVER

Except as otherwise provided in Article III, this Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement at the time of such amendment. No provision of this Agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.

ARTICLE XV - ENTIRE AGREEMENT

This agreement (including any attachments, exhibits, and amendments hereto) constitutes the entire understanding between the parties hereto, and cancels and supercedes all prior negotiations, representations, understandings and agreements either written or oral with respect to the subject matter hereof.

57 PG 295

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY BEN MONK HEIRS
FM 2685 ROAD.

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

RESPECTFULLY YOURS,
[Signature]

PRECINCT Pct #3
DATE 09-19-00

APPROVED _____ REJECTED _____

[Signature]
CHARLES L. STILL, COUNTY JUDGE
[Signature]
GEOFF LINDSEY, COMMISSIONER 1
[Signature]
TOMMY STANLEY, COMMISSIONER 2
[Signature]
DAVID LOTO, COMMISSIONER 3
[Signature]
CHARLES K. THOMPSON, COMMISSIONER 4

FILED
SEP 20 11 10:39
LPSM
G.P.P.
L.P.M.
BY _____
DEPUTY
H.T. TX.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Vital Earth Res., 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) Water Tower East Loop & Water Tower East 2 miles to Hwy 80

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 ~~sand~~ sand from its lands located in Precinct No. 3, Upshur County.

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

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

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

[Signature]
First Party Signature

706 E. Broadway
Street or Box

Glakwater TX 75647
City, State and Zip Code

845-2163
Telephone

Zumber Trust

9-19-2000
Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

00 SEP 20 11:10:39

Permit issued for a period not to exceed 90 days.

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY Mrs G. T. Palmer

Chimabery ROAD.

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

RESPECTFULLY YOURS,
Mrs G. T. Palmer

PRECINCT #3
DATE 8-2000

APPROVED _____ REJECTED _____

Charles L. Still
CHARLES L. STILL, COUNTY JUDGE
G. L. Lindsey
G. L. LINDSEY, COMMISSIONER 1
T. Stanley
TOMMY STANLEY, COMMISSIONER 2
David Loyd
DAVID LOYD, COMMISSIONER 3
Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

00 SEP 20 AM 10:39
UPSEUR COUNTY TEXAS
BY _____
DEPUTY

VC 57 PG 298

**GTE NETWORK
SERVICES**

**NOTICE OF COMMUNICATION
LINE INSTALLATION**

Upshur 3P035UT

September 6, 2000

TO THE COMMISSIONERS COURT OF UPSHUR COUNTY

ATTENTION COUNTY JUDGE:

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

To begin placing cable 9/10 of a mile from of Texas 155 on Aspen Trail for approximately 650 feet, to replace full 6 pair cable with 25 pair cable.

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

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

Construction of this line will begin on or after September 20, 2000

GTE TELEPHONE OPERATIONS

Dora Hollon
OPT
4200 A Stone Road
Kilgore, TX 75662
903-983-4912

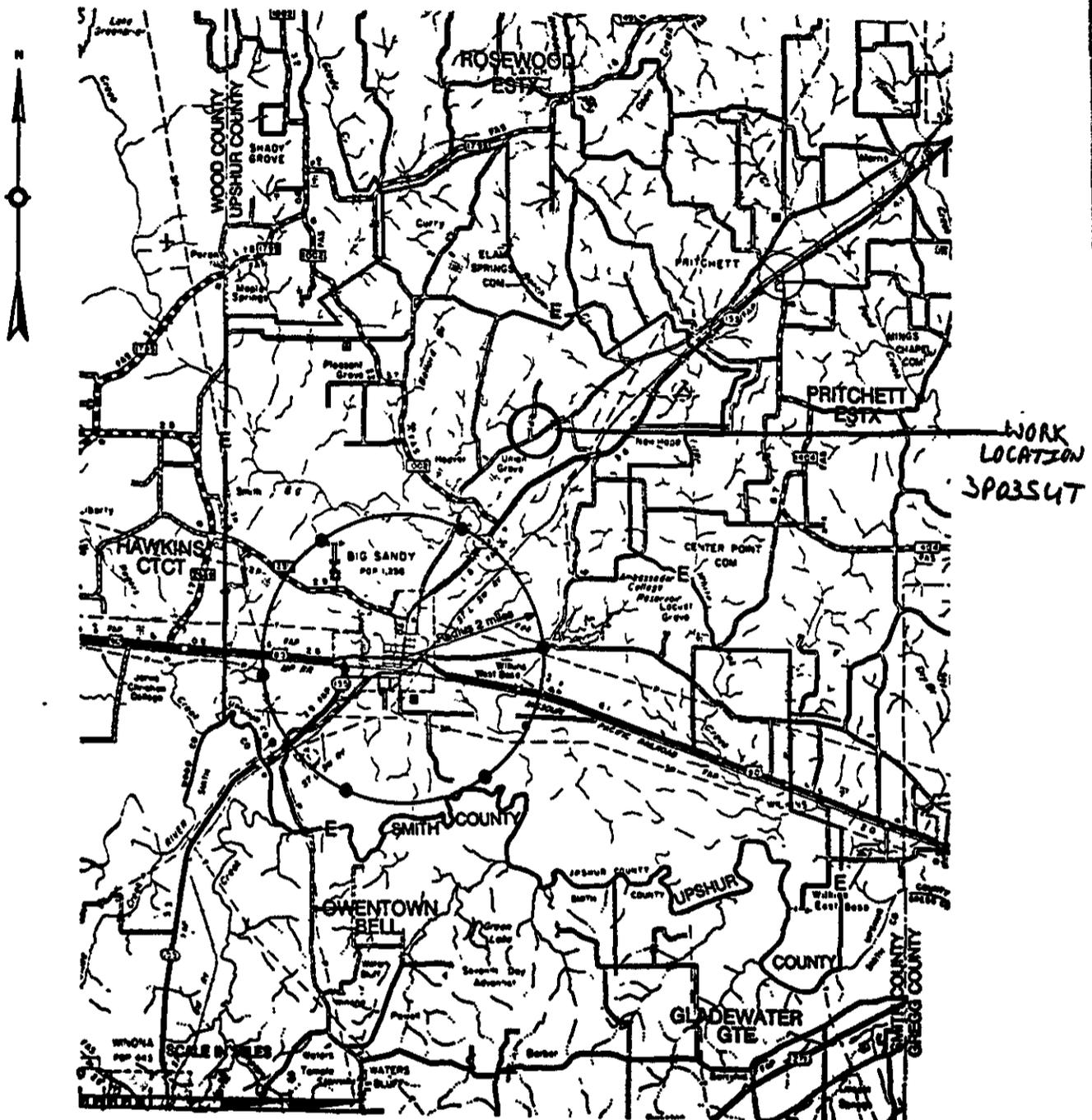
FILED
00 SEP 20 11:10:39
UPSHUR COUNTY
BY _____ DEPUTY

[Handwritten signatures]
Tommy Stanley
Gusches Lindsey

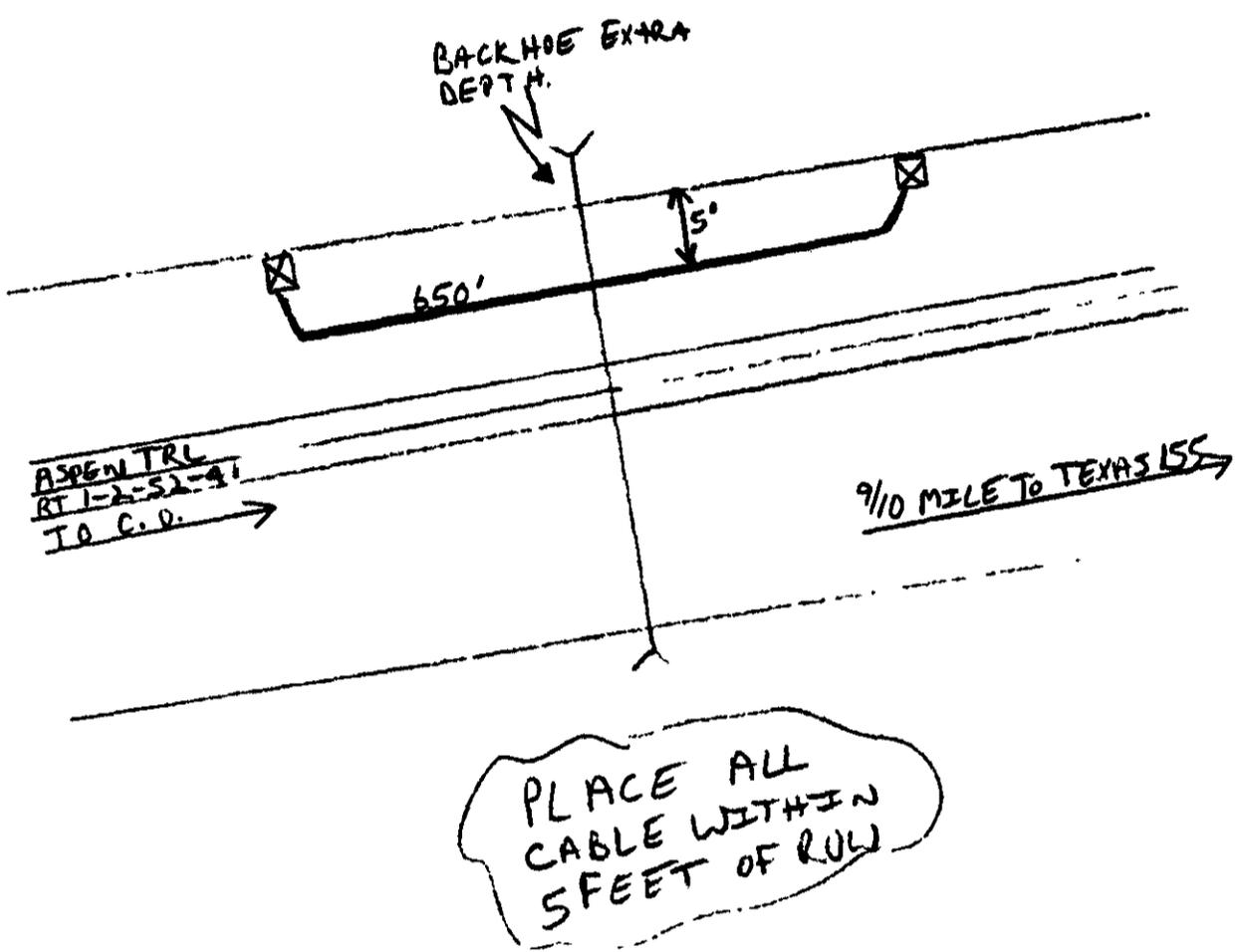
ISSUED: SEPTEMBER 13, 1994 EFFECTIVE: OCTOBER 18, 1994 DOCKET: TARIFF CONTROL NUMBER: 13434	CONTEL OF TEXAS	EXCHANGE TELEPHONE SERVICE TARIFF Schedule No. AB BIG SANDY, TEXAS Exchange Area Boundary
LEGEND BASE RATE AREA BOUNDARY ———— EXCHANGE AREA BOUNDARY ————		Original Sheet No. 28A

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

OSCAR C. GOMEZ
 State Vice President - External Affairs



57 PG 300



AREA T4		 SCALE NS	GTE Telephone Operations		
TAX DIST UNK			LOCATION RIG SANDY 6283		
ENGINEERED BY DMH	DATE 9/6/00		DESCRIPTION	REPLACE FULL 6PR CABLE WITH 25 PAIR TV SERVO WAYNE P.H.A.S.!!	
DRAWN BY DMH	DATE		SHEET 1 OF 1	WO NO 3P035UT	
APPROVED BY	DATE				
REVISED BY	DATE				

Vol 57, 301

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

1
First Party agrees to use only that section of (describe exact route, direction and miles in tenths)
 Hwy 154 turn on Day Killy go 10 mile turn on Carnation 1/10 mile

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 Heavy Equipment 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.

P.H. (903) 930-2961 #03
First Party Signature

Ch
County Judge

12540 Hwy 155 N
Street or Box

Waddes Lueda
Commissioner # 1

Tyler TX 75708
City, State and Zip Code

Tommy Stanley
Commissioner # 2

877-2400
Telephone

[Signature]
Commissioner # 3

Timber Tract

[Signature]
Commissioner # 4

9-19-00
Date Signed

Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

00 SEP 20 AM 10:39
BY _____
UPSHUR COUNTY, TEXAS
DEPUTY

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY Robert Bailey
LOCATED ON Smademan & Reddick Corner ROAD.

GENTLEMEN:

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

RESPECTFULLY YOURS,

Robert Bailey

643-3880

PRECINCT 2

DATE _____

APPROVED _____ REJECTED _____

Ch

COUNTY JUDGE

Waddis Linder

COMMISSIONER, PRECINCT # 1

Tommy Staley

COMMISSIONER, PRECINCT # 2

[Signature]

COMMISSIONER, PRECINCT # 3

Kenneth George

COMMISSIONER, PRECINCT # 4

00 SEP 20 AM 10:39
LPSL
TX, TX.
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1 DATE 9-13-2000

Formal notice is hereby given that Ryan Phoenix whose principal address is 112 Apple Hollow 75605 does hereby propose to place a culvert within the ROW of County Road Chaparral.

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 13 day of September, 2000.

I, Ryan Phoenix, hereby attest that I have read the conditions set forth in this application and understand it's contents.

NAME: Ryan Phoenix

PHONE: 734-3227

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioners Court offers no objections to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated 9-13, 2000, 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.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Patrick Logging Inc, 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) FM 2088 turn right on Sheep Road approx 1/2 mile

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.

Ray Patrick
First Party Signature

Ch
County Judge

P.O. Box 723
Street or Box

Edde Lueders
Commissioner # 1

Huntington Texas 75949
City, State and Zip Code

Tom Stanley
Commissioner # 2

936-422-3895
Telephone

Al
Commissioner # 3

Timber Tract

Russell G...
Commissioner # 4

9-18-00
Date Signed

Date Signed

00 SEP 20 AM 10:39
UPSHUR COUNTY, TX
DEPUTY

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

101 57 PG 300

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1 DATE 9-18-00

Formal notice is hereby given that Rodger Pinkert whose principal address is Rt 8 Box 511E Gilmer does hereby propose to place a culverts (2) within the ROW of County Road Pinto.

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 18 day of September, 2000.

I, Rodger Pinkert, hereby attest that I have read the conditions set forth in this application and understand it's contents.

NAME: Rodger Pinkert

PHONE: 734-5487

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioners Court offers no objections to the location on the right of way of your proposed culverts (2) as shown by accompanying drawings and notice dated September 18, 2000, 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.

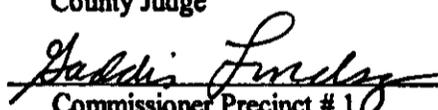
All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this 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 for 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 50psi 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 casings 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 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 be permit will be of a nature or composition that said line can be located with the sue 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 or boring or tunneling, the Commissioner 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.

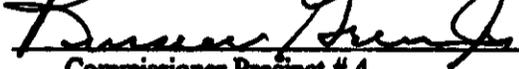
APPROVED ON THIS _____ DAY OF _____, 2000.



 County Judge


 Commissioner Precinct # 1


 Commissioner Precinct # 2


 Commissioner Precinct # 3


 Commissioner Precinct # 4

RECEIVED
 COUNTY ENGINEER
 SEP 20 AM 10:40
 U.S. MAIL
 BY _____
 DEPUTY



Texas Department of Transportation

701 E. MAIN • ATLANTA, TEXAS 75551-2418 • (903) 796-2851

September 11, 2000

Upshur County
FM 555: At Little Cypress Creek and Relief

Honorable Charles Still
Upshur County Courthouse
P.O. Box 790
Gilmer, Texas 75644

Dear Judge Still:

As per our recent conversation, it is my understanding that Upshur County desires that the State assume the acquisition responsibility on the above project.

We are enclosing an Agreement to Contribute Funds and supporting Resolution to be executed by the County. The estimated portion of the County's cost on this project is \$5,177.00. Please furnish this office with the original signed Agreement and Resolution along with two signed copies of each. The County's warrant payable to the Texas Department of Transportation in the amount of \$5,177 00 should be transmitted to us along with the Agreement and Resolution.

We will send you a copy of the Agreement after it has been fully executed.

Your cooperation in this highway improvement is appreciated

Sincerely,

Dan C. Weathersby
District R.O W. Administrator

DCW:kf

CO SEP 20 11 10 AM '00
COUNTY

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

Page 1 of 2

Districts VARIOUS

Transportation Code, §222.053 requires the Texas Transportation Commission (commission), when evaluating a proposal for a highway improvement project in a political subdivision that consists of all or a portion of an economically disadvantaged county, to adjust the minimum local matching funds requirement after evaluating a political subdivision's effort and ability to meet the requirement.

Title 43, Texas Administrative Code (TAC), §15.55 states that the commission will consider a local government's effort and ability to meet the local matching funds requirement, and will consider the following criteria when evaluating a request for an adjustment to the requirement:

- (1) population level;
- (2) bonded indebtedness;
- (3) tax base;
- (4) tax rate;
- (5) extent of in-kind resources available; and
- (6) economic development sales tax.

Transportation Code, §222.053 defines an economically disadvantaged county as a county that has, in comparison to other counties in the state:

- (1) below average per capita taxable property value;
- (2) below average per capita income; and
- (3) above average unemployment.

In accordance with these criteria, 57 counties are classified as economically disadvantaged for Fiscal Year 2000.

The Texas Department of Transportation (department) received applications from political subdivisions in counties that have been classified as economically disadvantaged for Fiscal Year 2000 for adjustment of the local matching funds requirement.

The department reviewed the applications and found them to be in compliance with the requirements of Transportation Code §222.053 and 43 TAC §15.55.

The commission has considered the criteria contained in 43 TAC §15.55, has reviewed the project information for the applications for adjustment, and has determined that the local matching funds requirement should be adjusted in the amount indicated in Exhibit A to this order.

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

Page 2 of 2

Districts VARIOUS

IT IS THEREFORE ORDERED by the commission that the adjustment to the local matching funds requirement described in Exhibit A of this order be and is hereby respectively adjusted to the percentage indicated.

IT IS FURTHER ORDERED that any existing advance funding agreement between the department and the respective local governments be modified to reflect the adjusted cost participation requirements, provided that funds already received by the department under the terms of existing agreements will not be adjusted or reimbursed.

Submitted and reviewed by:

Recommended by:

Director, Transportation Planning
and Programming Division

Executive Director

108290 AUG 31 00
Minute Date
Number Passed

**EXHIBIT A
Local Matching Funds
Economically Disadvantaged Counties
August 2000**

County	Applicant	CSJ	Project Type	Components	Estimated Total Cost	Estimated Local Participation	Adjustment	Estimated Local Participation After Adjustment
Polk	Polk Co.	0911-04-909	CR 294A at Trib. Of Dabbs Branch	Preliminary Engineering	\$ 20,000	\$ 2,000	51%	\$ 980
				Construction	\$ 100,000	\$ 10,000	51%	\$ 4,900
				Construction Engineering	\$ 15,000	\$ 1,500	51%	\$ 735
Polk	Polk Co.	0911-04-913	CR 366 at Blue Branch	Preliminary Engineering	\$ 25,000	\$ 2,500	51%	\$ 1,225
				Construction	\$ 110,000	\$ 11,000	51%	\$ 5,390
				Construction Engineering	\$ 20,000	\$ 2,000	51%	\$ 980
Upshur	Upshur Co	1018-02-011	FM 555 at Little Cypress Creek and Relief	Right of Way	\$ 110,140	\$ 11,014	53%	\$ 5,177
Upshur	Upshur Co.	0647-03-014	FM 1002 at Glade Creek	Right of Way	\$ 14,560	\$ 1,456	53%	\$ 684
Val Verde	City of Del Rio	0907-12-006	Bridge at San Felipe Creek	Preliminary Engineering	\$ 40,000	\$ 4,000	60%	\$ 1,600
Webb	City of Laredo	0086-01-046	Interchange at US 83 and SH 359	Right of Way and Eligible Utilities	\$ 2,200,000	\$ 220,000	59%	\$ 90,200
Wood	Wood Co.	0647-01-017	FM 49 at Lake Fork Creek	Right of Way and Eligible Utilities	\$ 45,000	\$ 4,500	36%	\$ 2,880
Estimated Total To Be Adjusted								\$ 2,439,896

7/28/00
 I am currently buying the ROW on FM 555.
 I am not yet released on FM 1002, I will be asking for the money on FM 1002 sometime this year.
 Done with early 10/28/00

VOL 57 PG 311

Texas Department of Transportation
Form D-15-30
(Modified to Accommodate E.D.C.M.O. No. 108113)
Page 1 of 2

**Agreement to Contribute Funds
(County Form)**

THE STATE OF TEXAS

COUNTY OF UPSHUR

Contract No. _____
County Upshur
Federal Project No. _____
CSJ No. 1018-02-015
ROW Account No. 8019-1-99

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Upshur County, Texas, acting by and through its duly authorized officials under the Commissioners Court Resolution dated the 20th day of September, 2000 hereinafter called the County, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State and the County hereby agree to enter into a contractual agreement to acquire right of way for a highway project on Highway No. FM 555 with the following project limits: At Little Cypress Creek and Relief.

WHEREAS, the County requests that the State assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the County agrees to voluntarily contribute to the State funding participation as defined in 43 TAC §15.55 of the cost of the said right of way for the proper development and construction of the State Highway System;

WHEREAS, the County has requested and been granted a Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission on August 31, 2000 by virtue of Minute Order No 108290 approving a 53% adjustment to the local match for this project of the required ten percent (10%) participation, therefore resulting in a net contribution amount of 4.7% participation,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the County shall contribute to the State and amount equal to four 4.7% of the cost of the right of way to be acquired by the State. The County shall transmit to the State, with the return of this agreement, duly executed by the County, a warrant or check payable to the Texas Department of Transportation in the amount of Five Thousand One Hundred Seventy-Seven and no/100 Dollars (\$ 5,177.00), which represents the County's 4.7% contribution of the current estimated cost of the right of way of One Hundred Ten Thousand One Hundred Forty and no/100 Dollars (\$ 110,140.00). However, if it is found that this amount is insufficient to pay the County's obligation, then the County, upon request of the State, will forthwith supplement this amount in such amount as is requested by the State. Upon completion of the highway project and in the event the total amount as paid by the County is more than 4.7% of the actual

cost of the right of way, any excess amount will be returned to the County by the State. The cost of providing such right of way acquired by the State shall mean the total expenses involved in acquiring the property interests either through negotiations or eminent domain proceedings, including expenses related to the relocation, removal or adjustment of eligible utilities.

COUNTY OF UPSHUR, TEXAS

EXECUTION RECOMMENDED

By: Charles Hill
County Judge

District Engineer

By: Gadden Lundy
Commissioner, Precinct Number

THE STATE OF TEXAS
Executed by and approved for the Texas
Transportation Commission for the purpose
and effect of activating and/or carrying out the
orders, established policies or work programs
Heretofore approved and authorized by the
Texas Transportation Commission.

By: Sony Spuler
Commissioner, Precinct Number 2

By: [Signature]
Commissioner, Precinct Number 3

By: _____
Director of Right of Way

By: Russell Green Jr.
Commissioner, Precinct Number 4

Date: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE UPSHUR COUNTY JUDGE TO EXECUTE FOR AND ON BEHALF OF UPSHUR COUNTY, TEXAS, AN AGREEMENT TO CONTRIBUTE FUNDS TO THE STATE FOR PROPER DEVELOPMENT AND CONSTRUCTION OF THE STATE HIGHWAY SYSTEM

WHEREAS, the Texas Department of Transportation has approved a project for FM 555 at Little Cypress Creek and Relief

WHEREAS, the State has requested the County to enter into Contractual Agreements and acquire right of way on the above referenced project; and

WHEREAS, the County has now requested that the State assume responsibility for acquisition of all necessary right of way; and

WHEREAS, the County desires to voluntarily contribute to the State funds equal to 4.7% of the cost of the right of way for the proper development and construction of the State Highway System,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY:

Section 1: That the County Judge of Upshur County be authorized to execute for and on behalf of Upshur County the Agreement to Contribute Funds with the State to cover right of way acquisition, and the County Clerk is directed to attest this agreement with the State and to affix the seal of Upshur County thereto.

Section 2: It is further resolved that the County Judge is authorized to execute on behalf of Upshur County any supplemental agreements or further modifications to the above referenced agreement.

Section 3: That a copy of said agreement is attached hereto and made a part hereof as if fully set out herein.

Section 4: That this resolution shall become effective immediately upon passage and approval.

MOTION made by Commissioner Tommy Stanley and
SECONDED by Commissioner Russell Green, 2000.

PASSED AND APPROVED this 20th day of September, 2000.

UPSHUR COUNTY COMMISSIONERS' COURT:

Charles S. Hill
COUNTY JUDGE

Charles Lundy
COMMISSIONER - PRECINCT NO. 1

Tommy Stanley
COMMISSIONER - PRECINCT NO. 2

R. J. [Signature]
COMMISSIONER - PRECINCT NO. 3

Russell Green
COMMISSIONER - PRECINCT NO. 4



ATTEST:

Ray [Signature]
COUNTY CLERK, UPSHUR COUNTY

**GILMER
POLICE
DEPARTMENT**



AND

Ch
**GILMER
MAIN
STREET**

VOL 57 PG 315

Invite you
to join with us in providing
"TREATS ON THE SQUARE"

Saturday, October 28
6:00pm-8:00pm

We are looking to offer a safe alternative to our community's youth on this night of trick or treat. We greatly value your participation, and your business will be recognized for your "Treat Stop" in the Gilmer Mirror.

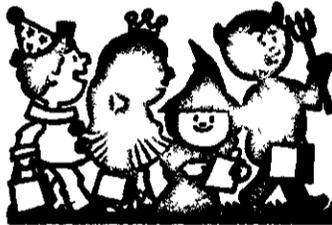
This event will be held around the square, and your business/organization will be provided a

"Treat Stop Spot" upon your confirmation of participation. All this requires is "Treats" from you (candy, gum, etc) and someone from your business/organization to pass them out.

Gilmer Police Department will provide uniformed Officers on the square throughout the evening for the safety of all involved.

If you wish to join in this event, please contact us no later than **SEPTEMBER 30th** so that we can properly recognize your business/organization as participating.

Please Contact:
Lt. Becky Pope or Tracy Oller
Gilmer Police Department
843-5547



00 SEP 20 11:10:42
UPSL - 3011Y, TX.
BY _____
DEPUTY
FILED
ACR
ERRA

TEXAS COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR

Jack E. Crump



P.O. Box 12985
Austin, Texas 78711
Voice: (512) 463-5505
Fax: (512) 463-3185

Agency Website: <http://www.tejs.state.tx.us>
E-mail Address: administrator@tejs.state.tx.us

September 8, 2000

✓ The Honorable Charles L. Still
County Judge, Upshur County
P. O. Box 790
Gilmer, TX 75644

and

Sheriff R. D. Cross
Sheriff, Upshur County
405 N. Titus
Gilmer, TX 75644

Pursuant to the provisions of V.T.C.A. Government Code, Section 511.011 and Title 37, Texas Administrative Code (Chapter 297, Section 5, Texas Minimum Jail Standards), you are hereby notified that the jail of your county fails to comply with the following minimum standards established under V.T.C.A. Local Government Code, Chapter 351, and the rules of this Commission, and that the following appropriate corrective measures must be initiated within thirty (30) days from the date of this notice and completed within the times set forth below, failing initiation and completion, a remedial order shall be issued and enforced, or other appropriate action taken.

In accordance with Chapter 297, Section 5, Texas Minimum Jail Standards, please notify this agency within thirty (30) days of receipt of this notice as to actions initiated.

Minimum Standards Violated	Corrective Measures Required	Date Corrective Measures Must be Completed
----------------------------	------------------------------	--

See Attached Page(s).

Issued this the 8th day of September, 2000.

Texas Commission on Jail Standards

By

Terry Julian, Executive Director

cc:

Honorable George W. Bush
Governor, State of Texas

00 SEP 20 11:10:42
DPL
PUTY

Shenff Terry G Box, Chair
Marvalette C. Fentress, Vice Chair

Judge Larry T Craig, Tyler
Gonzalo R Gallegos, San Antonio
Commissioner Jimmy L Jackson, Carrollton

Patrick O Keel Austin
Dr Adela S Valdez MD, Harlingen

VOL 57 316

Page 1

Date: 09/08/00

TEXAS COMMISSION ON JAIL STANDARDS

NOTICE OF NON-COMPLIANCE

UPSHUR COUNTY

Minimum Standards
Violated

Corrective Measure
Required

Date Corrective
Measure Must
Be Completed

275.4
Supervisory
Personnel

Provide one corrections officer on each floor where ten or more inmates are housed, with no less than one corrections officer per 48 inmates or increment thereof on each floor for direct supervision.

Upon Receipt
of this Notice

Vol 57 pg 317



Mr Still,

I have enclosed 6 names as candidates for the Upshur County Child Protection Board since we need this many board members to complete the board would you PLEASE BRING THESE BEFORE THE COURT as soon as possible as it is hard to vote on any requests or needed decisions without a quorum.

Thanks for your help,

Lucille Underwood
Lucille Underwood, chairperson

00 SEP 20 AM 10:42
UPSHUR COUNTY TX.
BY _____
DEPUTY

va 57 pg 319

**UPSHUR COUNTY CHILD PROTECTION BOARD
P. O. BOX 1155, GILMER, TEXAS 75644**

**Commissioner's Court
Upshur County P. O. Box 790
Gilmer, Texas 75644**

The members of the Child Protection Board would like to submit the name of Karen Finney as a new member to replace the vacancies on our Board. Karen is married to John Finney and they reside at 207 Chuckbar, Gilmer, Texas. Karen has expressed a desire to serve on the Board and we do feel Karen would be a good asset to our work.

As always this Board appreciates your continued support of the Foster Children of Upshur County.

Lucille Underwood

Lucille Underwood, Chairperson

REC'D
SEP 20 1987
BY _____
DEPUTY

ROL 57 pg 320

**UPSHUR COUNTY CHILD PROTECTION BOARD
P. O. BOX 1155, GILMER, TEXAS 75644**

**Commissioner's Court
Upshur County P. O. Box 790
Gilmer, Texas 75644**

The members of the Child Protection Board would like to submit the name of Mrs Poppy Elwell as a new member to replace the vacancies on our Board. Poppy is married to Jay Elwell and they reside at Midway, Poppy is a teacher in the Gilmer Intermediate School Gilmer, Texas . Poppy has expressed a desire to serve on the Board and we do feel Poppy would be a good asset to our work.

As always this Board appreciates your continued support of the Foster Children of Upshur County.

Lucille Underwood
Lucille Underwood, Chairperson

CO SEP 20 11:10:42
GILMER, TEX.
DEPUTY

**UPSHUR COUNTY CHILD PROTECTION BOARD
P. O. BOX 1155, GILMER, TEXAS 75644**

**Commissioner's Court
Upshur County P. O. Box 790
Gilmer, Texas 75644**

The members of the Child Protection Board would like to submit the name of Mrs Jewel Richards as a new member to replace the vacancies on our Board. Jewel is married to C. H. Richards and they reside at FM 2088 near Simpsonville, in Gilmer, Texas. Jewel has expressed a desire to serve on the Board and we do feel Jewel would be a good asset to our work.

As always this Board appreciates your continued support of the Foster Children of Upshur County.

Lucille Underwood
Lucille Underwood, Chairperson

FILED
SEP 20 11 10:42
UPSHUR COUNTY, TEX.
BY _____ DEPUTY

**UPSHUR COUNTY CHILD PROTECTION BOARD
P. O. BOX 1155, GILMER, TEXAS 75644**

**Commissioner's Court
Upshur County P. O. Box 790
Gilmer, Texas 75644**

The members of the Child Protection Board would like to submit the name of Brenda Davidson as a new member to replace the vacancies on our Board. Brenda is married to Don Davidson and they reside at Hwy 155 (co owner of Davidson Wrecker Service) Gilmer, Texas . Brenda has expressed a desire to serve on the Board and we do feel Brenda would be a good asset to our work.

As always this Board appreciates your continued support of the Foster Children of Upshur County.

Lucille Underwood
Lucille Underwood, Chairperson

SEP 20 11 10 AM '42
L.P.U.T.Y.

**UPSHUR COUNTY CHILD PROTECTION BOARD
P. O. BOX 1155, GILMER, TEXAS 75644**

**Commissioner's Court
Upshur County P. O. Box 790
Gilmer, Texas 75644**

The members of the Child Protection Board would like to submit the name of Penny Lawhorn as a new member to replace the vacancies on our Board. Penny is married to Kirk Lawhorn and they reside at 9988 FM 1650, Gilmer, Texas . Penny has expressed a desire to serve on the Board and we do feel Penny would be a good asset to our work.

As always this Board appreciates your continued support of the Foster Children of Upshur County.

Lucille Underwood
Lucille Underwood, Chairperson

FILED
R. J. Underwood
1984
00 SEP 20 11:10:42
U.S. DEPT. OF JUSTICE
BY _____ DEPUTY

**UPSHUR COUNTY CHILD PROTECTION BOARD
P. O. BOX 1155, GILMER, TEXAS 75644**

**Commissioner's Court
Upshur County P. O. Box 790
Gilmer, Texas 75644**

The members of the Child Protection Board would like to submit the name of Mr. John Crossland as a new member to replace the vacancies on our Board. John is married to Bernie Crossland and they reside at Rt 10 Box 715, Gilmer, Texas . John has expressed a desire to serve on the Board and we do feel John would be a good asset to our work.

As always this Board appreciates your continued support of the Foster Children of Upshur County.

Lucille Underwood
Lucille Underwood, Chairperson

SEP 20 11 10 AM '62
GILMER, TEX.
DEPUTY

**UPSHUR COUNTY CHILD PROTECTION BOARD
P. O. BOX 1155, GILMER, TEXAS 75644**

**Commissioner's Court
Upshur County P. O. Box 790
Gilmer, Texas 75644**

The members of the Child Protection Board would like to submit the name of Mr Todd Stansbury as a new member to replace the vacancies on our Board. Todd is married to Debbie Stansbury and they reside at 1501 Greenway St., in Gilmer, Texas. Todd has expressed a desire to serve on the Board and we do feel Todd would be a good asset to our work.

As always this Board appreciates your continued support of the Foster Children of Upshur County.

Lucille Underwood
Lucille Underwood, Chairperson

00 SEP 20 AM 10:42
UPSHUR COUNTY, TX.
DEPUTY

ATTENDANCE SIGN-IN SHEET
LOCATION: IPSHUR COUNTY LIBRARY ANNEX
DATE: 9-20-2000

1. Ray Koeder	1.
2. Pam Long	2.
3. Joyce Morrison	3.
4. Linda Luel	4.
5. James Clutter	5.
6. [unclear]	6. Missor
7. Becky Pope	7. Gilmer PD
8. Tracy Allen	8. Bulmer PD
9. Anne Henders CW	9.
10. Bell Bacon	10. County
11.	11.
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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/11/00 thru 09/19/00

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
99048-APCA	09/11/00	ABC AUTO PARTS	\$69 53	\$69 53	PCT 3-BATTERY
99049-APCA	09/11/00	ACCU CHEM LABORATORIES	\$127 00	\$127 00	CCP-ACCT#U985 PROFILES
99050-APCA	09/11/00	AFLAC	\$210 70	\$210 70	#B5217-AUGUST/00 PAYROLL DEDUCTIONS
99051-APCA	09/11/00	ALLTEL	\$21 48	\$2 53 \$0.23 \$3.43 \$15 29	PCT#3-#7345822/AUG 23/00 BILLING PCT#2-#7626266/AUG 23/00 BILLING JP#1-#7346269/AUG 23/00 BILLING CD JAIL-#8433204/AUGUST 23/00 BILLING
99052-APCA	09/11/00	AMERICAN HERITAGE LIFE INSUR	\$514 19	\$514 19	#47939/AUGUST/00 PAYROLL DEDUCTIONS
99053-APCA	09/11/00	AMERICAN RED CROSS-R87	\$16 50	\$16 50	SUP-HIV/AIDS VIDEO
99054-APCA	09/11/00	ANGELA NORTON	\$6 62	\$6 62	D A-REIMBURSE/21mi @ 315(JP#1 HEARING)
99055-APCA	09/11/00	ANGELA R SMOAK	\$700 00	\$350 00 \$350 00	D CT-#12,522/KELVIN MCCOMM D CT-#12,211/KELVIN MCCOMM
99056-APCA	09/11/00	ANN WREN	\$3,700 00	\$3,700 00	CCP-JULY/AUG'00 BILLING
99057-APCA	09/11/00	ARCH COMMUNICATIONS GROUP INC	\$16 31	\$16 31	CONST#1-#2415779-4/PAGER SERVICE
99058-APCA	09/11/00	ARNOLD GRIMES	\$193 88	\$193 88	JP#1-REIMBURSE/MILEAGE, STAMPS, DUES
99059-APCA	09/11/00	AT & T INFORMATION SYSTEMS	\$153 78	\$96 48 \$57 30	SUP-#0142860638001/AUG 15'00 JP#2-#0573393726001/AUG 19/00 BILLING
99060-APCA	09/11/00	ATCO MANUFACTURING CO	\$284 00	\$284 00	PCT#2-CUST#819876/ALL-PRO
99061-APCA	09/11/00	AM'S COUNTRY STORE	\$131 93	\$10 00 \$24 65 \$28 41 \$31 87 \$9.18 \$15 82 \$6.00 \$6 00	PCT#1-GAS PCT#1-GAS PCT#1-GAS PCT#1-DIESEL PCT#1-ICE, B-12 PCT#1-GAS PCT#1-ICE(6 BAGS) PCT#1-ICE
99062-APCA	09/11/00	BLAZER RESOURCES INC	\$56,148 60	\$8,700 00 \$16,731 60 \$4,650 00 \$4,867 00 \$19,500 00 \$6,200 00	PCT#1-ROAD OIL/300 RRLS @ \$29 00 PCT#4-ROAD OIL/323 4 BBL @ \$31.00 PCT#3-ROAD OIL/150 RRLS @ \$31 00 PCT#3-ROAD OIL/157 RRLS @ \$31 00 PCT#2-ROAD OIL/500 BBL @ \$31 00 PCT#1-ROAD OIL/200 BBL @ \$31 00
99063-APCA	09/11/00	BNB SYSTEMS INC	\$1,361 72	\$1,361 72	CO. TAX-CUSI#15757/150,800 TAX STATEMENTS
99065-APCA	09/11/00	BRUCE ACKER	\$172 98	\$172 98	CO EXT-REIMBURSE/MILEAGE, MEAL

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
99066-APCA	09/11/00	BULFINCH CUSTODIAL SERVICE	\$3,991 02	\$3,991 02	SEPTEMBER'00 JANITORIAL SERVICES
99067-APCA	09/11/00	CARRUTH IRRIGATION & LANDSCA	\$380 00	\$380 00	CD BLD08-REPAIR SPRINKLER SYSTEM
99068-APCA	09/11/00	CENTRAL UNITED LIFE INSURANC	\$1,939 11	\$1,011 86 \$927 25	#4269-JULY/00 PAYROLL DEDUCTIONS #4269-AUGUST/00 PAYROLL DEDUCTIONS
99069-APCA	09/11/00	CHEVRON U S A INC	\$414 98	\$305 91 \$109 07	SUP&CCP-#7898789859 08/25/00 BILLING CD 9-#7898789842008/AUG. 25'00
99070-APCA	09/11/00	CHILDERS & SONS REPAIR	\$196 40	\$196 40	CCP-INV#1268123/SUPPLIES
99071-APCA	09/11/00	CITY OF BIG SANDY	\$20 80	\$20 80	CC BLD08-ACCT#818/AUG. 17/00 BILLING
99072-APCA	09/11/00	COMMUNITY REHABILITATION	\$3,326 00	\$3,326 00	CCP-AUG'00 BILLING
99073-APCA	09/11/00	COMPLETE BUSINESS	\$2,823 36	\$7 17 \$66 59 \$13 52 \$56 07 \$29 12 \$32 06 \$209 63 \$13 33 \$16 45 \$10 21 \$53 37 \$46 14 \$52 15 \$47 74 \$56 96 \$2,095 00 \$17 85	MAINT-ID#17466/478 COPIES-7/29-8/29/00 SUP-ID#15390/JULY 16-AUG'00 JP#3-ID#17478/939 COPIES-07/20-08/20/00 TREAS-ID#17247/40005 COPIES-07/30-08/30/00 CD 8-ID#17254/2080 COPIES-07/30-08/30/00 D JUDGE-ID#13285/2211 COPIES-07/28-08/28/00 D CLK-ID#15918/12733 COPIES-07/20-08/20/00 CD JAIL-ID#10796/808 COPIES-07/26-08/26/00 CD AUD-ID#13314/997 COPIES-07/16-08/16/00 JP#4-ID#11477/619 COPIES-07/15-08/15/00 CD EXT-ID#17690/3558 COPIES-07/29-08/29/00 CD CLK-ID#11472/2884 COPIES-07/20-08/20/00 CD CLK-ID#15151/3863 COPIES-07/27-08/27/00 TAX-ID#14231/2728 COPIES-07/12-08/12/00 JAIL-ID#13316/3452 COPIES-07/30-08/30/00 JP#1-CUST#LN6789/COMPUTER WORK JP#2-ID#11471/832 COPIES-08/01/09/01/00
99074-APCA	09/11/00	COMPU/TYPE	\$284 00	\$195 00 \$89.00	CD EXT-COLOR PRINTER CD EXT-MICROSOFT PUBLISHER
99075-APCA	09/11/00	CONSECO SENIOR HEALTH INSURA	\$653 00	\$653 00	#46512-AUGUST/00 PAYROLL DEDUCTIONS
99076-APCA	09/11/00	COVER ONE	\$1,141 64	\$1,141 64	CD TAX-#420 THERMAL BINDING MACHINE, CLEAR COVERS
99077-APCA	09/11/00	COX EAST TEXAS	\$43 38	\$43 38	911-ACCT#8430100UPS/ADVERTISING
99078-APCA	09/11/00	D & W PRINTING COMPANY	\$292 30	\$292 30	D JUDGE-ENVELOPES
99079-APCA	09/11/00	DARR EQUIPMENT COMPANY	\$269 10	\$414 50 \$145 40cr	PCT 4-BIT HOLDERS PCT#4-CUST#8727400/REFUND ON HOLDERS
99080-APCA	09/11/00	DATA-FLEX BUSINESS PRODUCTS	\$246 49	\$246 49	CD TAX-MICROFICHE MASTERS&COPIES

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

19 Sep 2000

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/11/00 thru 09/19/00

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Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
99081-APCA	09/11/00	DBT ONLINE INC	\$25 00	\$25.00	SUP-637555/AUG 31'00
99082-APCA	09/11/00	DEAN FOWLER ATTY AT LAW	\$700 00	\$350.00 \$350 00	D CT-#11,382/LYNN HAWKINS D CT-#12,194/BRANDON HODGE
99083-APCA	09/11/00	DENTRUST DENTAL	\$1,790 00	\$1,790 00	CO JAIL-DENTAL SERV -7/01-7/30/00
99084-APCA	09/11/00	EAST TEXAS MEDICAL	\$162 79	\$35 20 \$40.14 \$52 25 \$35 20	INDIO-FRED S MOORE/MEDICAL INDIO-FRED S MOORE/MEDICAL INDIO-FRED S MOORE/MEDICAL INDIO-FRED S MOORE/MEDICAL
99085-APCA	09/11/00	ECONOMY AUTO SUPPLY INC	\$798 08	\$41 65 \$746.63 \$9 80	PCT#3-HOSE, FITTINGS, FILTER PCT#3-FILTERS PCT#3-FILTER
99086-APCA	09/11/00	ELWELL'S OIL & LUBE	\$78 95	\$21 95 \$19 00 \$19.00 \$19.00	CO S-UNIT#8/OIL, FILTER, LABOR CO JAIL-UNIT#10/OIL, FILTER, LABOR CO. S-UNIT#11/OIL, FILTER, LABOR CO. S-UNIT#14/OIL, FILTER, LABOR
99087-APCA	09/11/00	ETEX TELEPHONE COOP INC	\$309 74	\$31.55 \$27 70 \$28.45 \$33.75 \$38 40 \$149.89	PCT#1-ACCT#7345609/SEPT 01/00 BILLING TELE COMM-#9682941/SEPT 01/00 BILLING PCT#3-#7345998/SEPT 01/00 BILLING PCT#3-#7345822/SEPT 01/00 BILLING PCT#2-#7626266/SEPT 01/00 BILLING TRLE. COMM-#8388936/SEPT 01/00 BILLING
99088-APCA	09/11/00	GATEWAY	\$1,479 00	\$1,479.00	JP#2-GATEWAY#GP7-800 S#0020055018, MONITOR
99089-APCA	09/11/00	GAYLON RAINS	\$2,455 00	\$2,455.00	COMPUTER-(2)EQUIP CABINETS, SHELVES, 3BX CAT CMR
99090-APCA	09/11/00	GEORGE P BANE INC	\$155 55	\$155.55	PCT#4-ACCT#91938/EQUIPMENT PARTS
99091-APCA	09/11/00	GILMER DRUG COMPANY	\$573 32	\$10 84 \$108.05 \$31.28 \$75.75 \$250.44 \$11.70 \$85.44	CO JAIL-PRESCRIPTIONS CO JAIL-PRESCRIPTIONS CO. JAIL-PRESCRIPTION CO. JAIL-PRESCRIPTION CO JAIL-PRESCRIPTIONS CO JAIL-PRESCRIPTION CO. JAIL-PRESCRIPTIONS
99092-APCA	09/11/00	GILMER NATIONAL BANK	\$8,273 22	\$8,273 22	QTRLY PAYMENT FOR GNS PROPERTY 9/14/00
99093-APCA	09/11/00	GILMER OFFICE CENTER	\$99 08	\$6.29 \$24.83 \$67.96	JP#1-ENVELOPES SUP-BLK PRINTER CARTRIDGE CO S-PAPER, STAMP PAD
99094-APCA	09/11/00	GLADEWATER POLICE DEPT	\$275 66	\$275 66	CONST#2-FORFEITURE CASE#95-99 SAM COMBS JR 2/2/99

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THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 09/11/00 thru 09/19/00

Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
99095-APCA	09/11/00	GLENWOOD GROCERY	\$286 06	\$286 06	CONST#1-AUGUST GAS CHARGES
99096-APCA	09/11/00	GRUBBS-LOYD FUNERAL HOME	\$435 00	\$435 00	JP#1-JOHN FERRIS NORSTROM/TRANSPORT; BODY BAG
99097-APCA	09/11/00	H&D TIRE & AUTOMOTIVE	\$306 39	\$20 60	CO BLDG-WRENCHES; BIT; BOLTS; KEYS
				\$20 50	CO BLDG-ENTRY LOCK; SCREW DRIVER
				\$4 57	CO BLDG-MASKING TAPE; MASKING TAPE
				\$4 13	CO BLDG-PAINT BRUSH; BLACK PAINT
				\$3 29	CO BLDG-BLACK PAINT
				\$113 10	PCT 3-ALTERNATOR
				\$1 07	CO BLDG-PAINT BRUSH
				\$4 00	CO BLDG-LABOR
				\$18 63	CO BLDG-TANK REPAIR KIT; TUBECUTTER
				\$4 83	CO BLDG-GLOVES
				\$3 31	JC-ANNEX-12" CORD; CONNECTOR
				\$8 46	JC ANNEX-ADHESIVE FOR SHOWER CURTAINS
				\$3 32	CO BLDG-PAD LOCK
				\$5 16	JC ANNEX-PVC40 PLUGS; CPVC CAPS
				\$46 82	CO BLDG-TORCH KIT; SANDCLOTH; LEAD FREE SOLDER; FLEX BRUSH; C-FLUX; CPVC PIPE
				\$26 69	CO BLDG-GALV NIPPLE; WATER HTR; 18" FLEX HOSE; 24" FLEX HOSE; 18" FLEX HOSE; GALV NIPPLE
				\$3 20	CO BLDG-SAND
				\$8 98	CO BLDG-SUPER LUBE
				\$2 24	CO BLDG-PAINTER PUTTY
				\$3 49	CO BLDG-WIRE BRADS; EPOXY
99098-APCA	09/11/00	H-GAC	\$82,888 98	\$82,888 98	PCT#2-(2)SERIES 960D GMC THD42 W/5-6yd DUMP V#1GDM7H1C1YJ510864; 8909
99099-APCA	09/11/00	JUNE J BARNETT	\$250 00	\$160 00	D CT-COURT REPORTING 8/30/00
				\$90 00	D CT-COURT REPORTING 9/05/00
99100-APCA	09/11/00	KAREN TUCKER	\$17 33	\$17 33	CO. EXT-REIMBURSE/MILEAGE
99101-APCA	09/11/00	KERNS BAKERY	\$230 10	\$75 00	CO JAIL-BREAD
				\$75 00	CO JAIL-BREAD
				\$80 10	CO JAIL-BREAD
99102-APCA	09/11/00	LASERWORKS	\$126 00	\$126 00	CO S-CUSTOMPSHUR/RIBBONS
99103-APCA	09/11/00	LIBRARY CORPORATION	\$1,989 75	\$1,989 75	LIBRARY-SOFTWARE
99104-APCA	09/11/00	LONG MOTOR COMPANY INC	\$12 64	\$12 64	CO. S-SEALED B
99105-APCA	09/11/00	LOWE'S OF LONGVIEW	\$237 70	\$237 70	CO BLDG-ACCT#48009/SUPPLIES
99106-APCA	09/11/00	MICHAEL MARTIN ATTY	\$250 00	\$250 00	D CT-8430-99/1/1/0-GREWING CHILDREN
99107-APCA	09/11/00	MICHAEL W BLAS, MD	\$125 00	\$125 00	CO JAIL-GUINTON STOCKTON/MEDICAL

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

19 Sep 2000

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/11/00 thru 09/19/00

PAGE 5

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
99108-APCA	09/11/00	MUSIC MOUNTAIN WATER CO	\$28 50	\$28 50	CD -TAX-#18700100 08/31/00 BILLING
99109-APCA	09/11/00	NATIONAL FAMILY CARE	\$592 15	\$592 15	#3152-AUGUST/00 PAYROLL DEDUCTIONS
99110-APCA	09/11/00	NICHOLS MACHINERY COMPANY	\$1,590 00	\$204 00 \$1,386.00	PCT#2-ACCT#09047/GRADER BLADE PCT#3-ACCT#10420/TINES
99111-APCA	09/11/00	OFFICE & GIFTS CENTER	\$259 88	\$60 23 \$34.94 \$34 80 \$124.92 \$4.99	CD EXT-POCKETS; LABELS; BINDERS D CLK-NOTE PADS; CALC PAPER JP#1-REFILLS SUP-INV#2284 & 2308/SUPPLIES CD EXT-PAPER
99112-APCA	09/11/00	OFFICEMAX INC	\$259 34	\$179 99 \$79 35	VOTER. REG-PC ANYWHERE JP#1-COPY PAPER; SCOTCH TAPE; CORRECTION TAPE; VIRUSSCAN DLX 5 0
99113-APCA	09/11/00	PATRICIA HARRISON	\$1,079 00	\$185 00 \$714 00 \$180.00	D A-TRANSCRIPT/JURY TESTIMONY D A-TRANSCRIPT/JURY TESTIMONY CD CT-COURT REPORTING 08/29/00
99114-APCA	09/11/00	POSTER COMPLIANCE CENTER	\$42 25	\$42 25	COMM CT-(1)SET MANDATORY FED&STATE POSTERS
99115-APCA	09/11/00	POWERPLAN	\$388 40	\$42 90 \$345 50	PCT#2-#87001-13266/FUEL PUMP; GASKET PCT#4-ACCT#7229/STARTER
99116-APCA	09/11/00	PRITCHETT WATER SUPPLY CORP	\$33 37	\$33 37	PCT#1-ACCT#1406/SERV-7/20-8/16/00
99117-APCA	09/11/00	PROFESSIONAL FOOD SYSTEMS	\$727 24	\$727 24	CD JAIL-CUST#17130/ASSORTED FOODS
99118-APCA	09/11/00	RICK'S TIRE SERVICE	\$155 00	\$35 00 \$35.00 \$50.00 \$35.00	PCT#4-SERVICE CALL; FLAT REPAIR PCT#4-SERVICE CALL; FLAT REPAIR PCT#1-SERV CALL; REPAIR 2 FLATS PCT#1-SERV CALL; FLAT REPAIR
99119-APCA	09/11/00	ROBERT D BENNETT	\$350 00	\$350 00	D. CT-#430-99/1/1/O-GREWING CHILDREN
99120-APCA	09/11/00	ROMCO EQUIPMENT CO	\$600 00	\$600 00	PCT#2-CUST#91950/RENTAL-8/25-8/31/00
99121-APCA	09/11/00	RUSSELL TACKETT	\$2,736 00	\$2,736 00	PCT#1-REPAIRS
99122-APCA	09/11/00	SAM COMBS JR	\$827 00	\$827.00	CONST#2-FORTFEITURE ORDER#99-99
99123-APCA	09/11/00	SCOTT-HERRIMAN INC	\$959 04	\$810.45 \$148.59	D CLK-CUST#UPO1/BINDERS; MINUTES; SHIPPING JP#1-CUST#UPO1/PAPER; SHIPPING
99124-APCA	09/11/00	SHELL OIL COMPANY	\$16 34	\$16 34	CD S-ACCT#092821628/GASOLINE
99125-APCA	09/11/00	SMITH OIL COMPANY	\$485.00	\$78 00 \$407 00	PCT#2-BATTERY PCT#2-OIL; HYD FLUID; CLEANERS

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

19 Sep 2000

THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 09/11/00 thru 09/19/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
99140-APCA	09/11/00	W W GRAINGER INC	\$5 01	\$35 35 \$7. 22 \$35 35cr \$2 21cr	CO BLDGS-ACCT#436805131711/MULTITOO CO BLDGS-ACCT#436827099177/BALLAST CO BLDGS-ACCT#436805131711/RETURNED MULTITOO CO BLDGS-ACCT#436827099177/REFUND ON LAMP
99141-APCA	09/11/00	WALMART STORE #146	\$206 33	\$25 96 \$22 47 \$78 10 \$34. 67 \$17. 92 \$27. 21	CO S-MICROCASSETTES CO BLDGS-BULBS; GLUE; FRAME CO S-FILM DEVELOPING CO S-FILM DEVELOPING CO S-PHOTOALBUMS CO S-GAZETT; BINDERS
99142-APCA	09/11/00	WASHBURN TIRE COMPANY	\$21 95	\$21 95	CO S-UNIT#16/LABOR
99143-APCA	09/11/00	WELLBORN MECHANICAL SERVICE	\$135 00	\$135 00	J CTR-REPAIR AC
99144-APCA	09/11/00	WINSOFT CONSULTING SOFTWARE	\$300 00	\$300 00	SUP-VOCA GRANT MANAGER W/NETWORKING
99145-APCA	09/11/00	WYONE MANES	\$117 81	\$117 81	JP#1-REIMBURSE/TRIPS TO GILMER
99146-APCA	HC 09/12/00	FIRST NATIONAL BANK GILMER	\$300,000 00	\$300,000 00	CD#30881 PURCHASED @ 6 71(76days) TO MATURE 11/27/00
99147-APCA	HC 09/12/00	UPSHUR COUNTY	\$29,774 18	\$29,774 18	CO S-PAY FUNDS TO SALARY FUND(M JORDAN)
99149-APCA	HC 09/13/00	REBECCA LYNN ROGERS CUSTER	\$1,293 00	\$1,293 00	DID-CAUSE#512-99 ORDER OF DISMISSAL 8/17/00
99150-APCA	HC 09/12/00	FIRST NATIONAL BANK GILMER	\$3,877 32	\$3,877 32	FICA; MEDICARE PAYROLL DEDUCTIONS(M JORDAN)
99151-APCA	HC 09/12/00	FIRST NATIONAL BANK GILMER	\$6,231 61	\$6,231 61	WITHHOLDING PAYROLL DEDUCTIONS(M JORDAN)
99152-APCA	HC 09/14/00	FIRST NATIONAL BANK GILMER	\$633,025 12	\$633,025 12	CD#33662 PURCHASED @ 6 66%(46days) TO MATURE 10/30/00
99153-APCA	HC 09/14/00	UPSHUR COUNTY INSURANCE ACCO	\$22,700 00	\$22,700 00	TRANSFER OF FUNDS 9/14/00
99154-APCA	HC 09/15/00	FIRST NATIONAL BANK GILMER	\$150,000 00	\$150,000 00	CD#30891 PURCHASED @ 6 66% TO MATURE 10/31/00(46DAYS)
99158-APCA	09/15/00	CLARION HOTEL	\$402 50	\$402. 50	TREAS-LODGING 5 NIGHTS/MYRA HARRIS
99159-APCA	09/15/00	ETEX TELEPHONE COOP INC	\$197 45	\$36 50 \$132. 50 \$28. 45	PCT#4-8762-6731 09/01/00 BILLING JP#1-8734-6269 09/01/00 BILLING JP#1-8734-3786 09/01/00 BILLING
99160-APCA	09/15/00	VERIZON SOUTHWEST	\$107 77	\$107 77	VOTER-8843-0630 08/28/00 BILLING
99161-APCA	09/15/00	VISA	\$312. 00	\$60 00 \$252. 00	DA-84388153460016273 09/01/00 BILLING DA-84388153460016265 09/01/00 BILLING
99162-APCA	09/15/00	VISA	\$4,577 19	\$239 17	SUP-84388153460017388 09/01/00 BILLING

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM
Approved Disbursements
ALL Checking Accounts
Disbursements Made from 09/11/00 thru 09/19/00

19 Sep 2000

THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$734 00	SUP&CCD-#4388153460017321 09/01/00 BILLING
				\$126 13	SUP-#4388153460017354 09/01/00 BILLING
				\$16 42	SUP-#4388153460017396 09/01/00 BILLING
				\$591 92	SUP&CCP-#4388153460017412 09/01/00 BILLING
				\$729 70	CCP-#4388153460017404 09/01/00 BILLING
				\$220 11	SUP-#4388153460017594 09/01/00 BILLING
				\$982 51	SUP&CCP-#4388153460017313 09/01/00 BILLING
				\$442 54	CCP-#4388153460017347 09/01/00 BILLING
				\$494 69	SUP&CCP-#4388153460017339 09/01/00 BILLING
Total for APCA - Accounts Payable Clearing Account			\$1,385,042.95		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

19 Sep 2000

THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 09/11/00 thru 09/19/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1500-FNB 125	09/15/00	JOHN COOK	\$45.00	\$45.00	125 UNREIMBURSED MEDICAL
Total for FNB 125 - IRC/125 PLAN			\$45.00		

57 335

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

19 Sep 2000

THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 09/11/00 thru 09/19/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1065-FNB INS HC	09/15/00	UPSHUR COUNTY INSURANCE CLEA	\$28,383 39	\$27,523 77	09/07/00-UP PAYMENT REGISTER
				\$859 62	09/07/00-UPDS PAYMENT REGISTER
1066-FNB. INS HC	09/15/00	MANAGED PHARMACY BENEFITS IN	\$5,931 43	\$5,931 43	GROUP#80096; 8/31/00 PAYMENT REGISTER
Total for FNB INS - INSURANCE			\$34,314 82		
Grand Total			\$1,419,402 77		

113 records listed

Charles Still
COUNTY JUDGE, CHARLES STILL

Gaddis Lindsey
COMMISSIONER PCT#1, GADDIS LINDSEY

Rick Jackson
COMMISSIONER PCT#3 RICK JACKSON

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

Russell Green Jr
COMMISSIONER PCT#4 RUSSELL GREEN JR

00 SEP 20 AM 10:42
BY
DEPUTY

87-336