



UPSHUR COUNTY COMMISSIONERS COURT

DILMER, TEXAS
12-31-92

Commissioners Court met in special session with all members present.

Motion by David Loyd seconded by Tommy Stanley to approve the minutes of the previous meeting. Motion carried.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the special road use agreement by Ward Timber to haul on Periwinkle Road. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the special road use agreement by Weyerhaeuser Co. to haul logs on Sego Lily Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the special road use agreement by Lasco to haul logs on Teal Road. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the special road use agreement by Lone Star Timber to haul logs on Nasturtium Road. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the special road use agreement by John Davidson Logging to haul logs on Lemon Trail and Live Oak Road. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the permit application of Delhi Gas Pipeline to install a pipeline within ROW of Verbena and Wisteria Rds. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the payment of the bills now due. Motion carried, copy attached.

Randall Pritchett, of Design Graphics, met with the court to discuss the mapping for the 911 system. Judge Dean stated that Tom Smyser had recommended that the county not do anything until Jan. 14, 1993. This is when ETCOG meets. After some discussion, a motion was made by Gaddis Lindsey seconded by Tommy Stanley to accept the agreement with Design Graphics. Motion carried, copy attached.


An amendment to the contract between Upshur County and the Texas Dept. of Protective and Regulatory Services was presented for the courts approval. Dona Flippo stated that this is almost the same as the one signed in 1974. Motion by Tommy Stanley seconded by Tommy Eatherton to accept the amendment. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to accept the recommendation of Stanley Jenkins and appoint Barney Smith as constable of Pct. # 3. This will be effective Jan. 3, 1993. Motion carried.


Motion by Tommy Eatherton seconded by David Loyd to appoint Tom Duffey to fill the unexpired one year term of Sherwin Yocum on the Upshur County Rural Fire Prevention District Board. The other members will be named at the next meeting. Motion carried.

Motion by Tommy Eatherton seconded by Gaddis Lindsey to transfer the County Treasurers duties from Vernon Vick to Myra Harris. These include-Administrator for computer system and computer budget-Texas County and District Retirement System Correspondent-investment officer-personnel director-insurance administration and financial officer. Motion carried.

Motion by David Loyd seconded by Tommy Eatherton to adjourn. Motion carried.


COUNTY JUDGE


COMMISSIONER PCT. # 1


COMMISSIONER PCT. # 2

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David Ryz

COMMISSIONER PCT. # 3

Tommy Esteb

COMMISSIONER PCT. # 4

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR X

The undersigned Ward Timber Co. Inc., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, Texas, 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) Periwinkle mile to IRIS 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 _____ 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 or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Allen Owensley
First Party Signature

P.O. Box 79
Street or Box

ATLANTA TX 75551
City, State and Zip Code

903-846-5961
Telephone

Wilson #2
Timber Tract

12-30-92
Date Signed

[Signature]
County Judge

Gaddis Lindsey
Commissioner 1

Tommy L. Stanley
Commissioner 2

David Boyd
Commissioner 3

Tommy Caldwell
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

X

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SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS. X"

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR X

The undersigned Weyerhaeuser Co., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, Texas, 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) Sego Lily (1/2 mile off 726)

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

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

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

5.
First Party agrees to POST SURETY BOND or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

X Weyerhaeuser Co.
First Party Signature
Weyerhaeuser Company
X 4074 B-110
Street or Box

Wright City, OK X 74166
City, State and Zip Code

405-981-2211
Telephone

X LOGGINS
Timber Tract

December 22, 1992
Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR X

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

1.

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

2.

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

3.

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

4.

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

5.

First Party agrees to POST SURETY BOND or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Blaine Willis
First Party Signature

P.O. Box 1122
Street or Box

Gilmer, Texas 75644
City, State and Zip Code

903-843-2457
Telephone

Garland Smith
Timber Tract

December 30, 1992
Date Signed

Permit issued for a period not to exceed 90 days.

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Lone Star Timber, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, Texas, 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) Nasturtium

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

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

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

5.
First Party agrees to POST SURETY BOND or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Ned Hampton
First Party Signature
P.O. Box 309
901 E. Shepperd

Street or Box

Scottsville, TX 75688

City, State and Zip Code

903-935-0055

Telephone

Lavendar

Timber Tract

December 28, 1992
Date Signed

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR X

The undersigned John Davidson Logging, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, 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) _____
Lemon Trail and Live Oak Road

2.

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

3.

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

4.

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

5.

First Party agrees to POST SURETY BOND or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

John Davidson
First Party Signature

Rt. 1 Box 281
Street or Box

Idabel, OK 74745
City, State and Zip Code

405-286-7922
Telephone

Latch Estate

Timber Tract

December 30, 1992

Date Signed

Frank R. Jones
County Judge

Gaddis Lundy
Commissioner 1

Tommy L. Stanley
Commissioner 2

David D. Ryz
Commissioner 3

Tommy Latch
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

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AFE:927413

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2
DATE December 23, 1992

Formal notice is hereby given that Delhi Gas Pipeline Corporation
whose principal address is 1700 Pacific Ave, Dallas, TX 75201-Suite 2500
does propose to place a welded steel gas pipeline
within the ROW of County Roads shown on attached map
as follows: The pipeline will cross both roads approximately perpendicular
and will be constructed by road-boring procedure.

SEE ATTACHED MAP FOR LOCATIONS:

The location and description of the proposed lines or
appertenances is more fully shown by three (3) copies of
drawings attached to this application.

All work will be as directed by the County Commissioner or
his designate in full accordance with Upshur County Road &
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after
28th. day of December, 19 92.

DELHI GAS PIPELINE CORPORATION

Commissioner Tommy Stanley NAME
903-843-3083 Office
903-762-6266 Barn
903-968-6794 Home

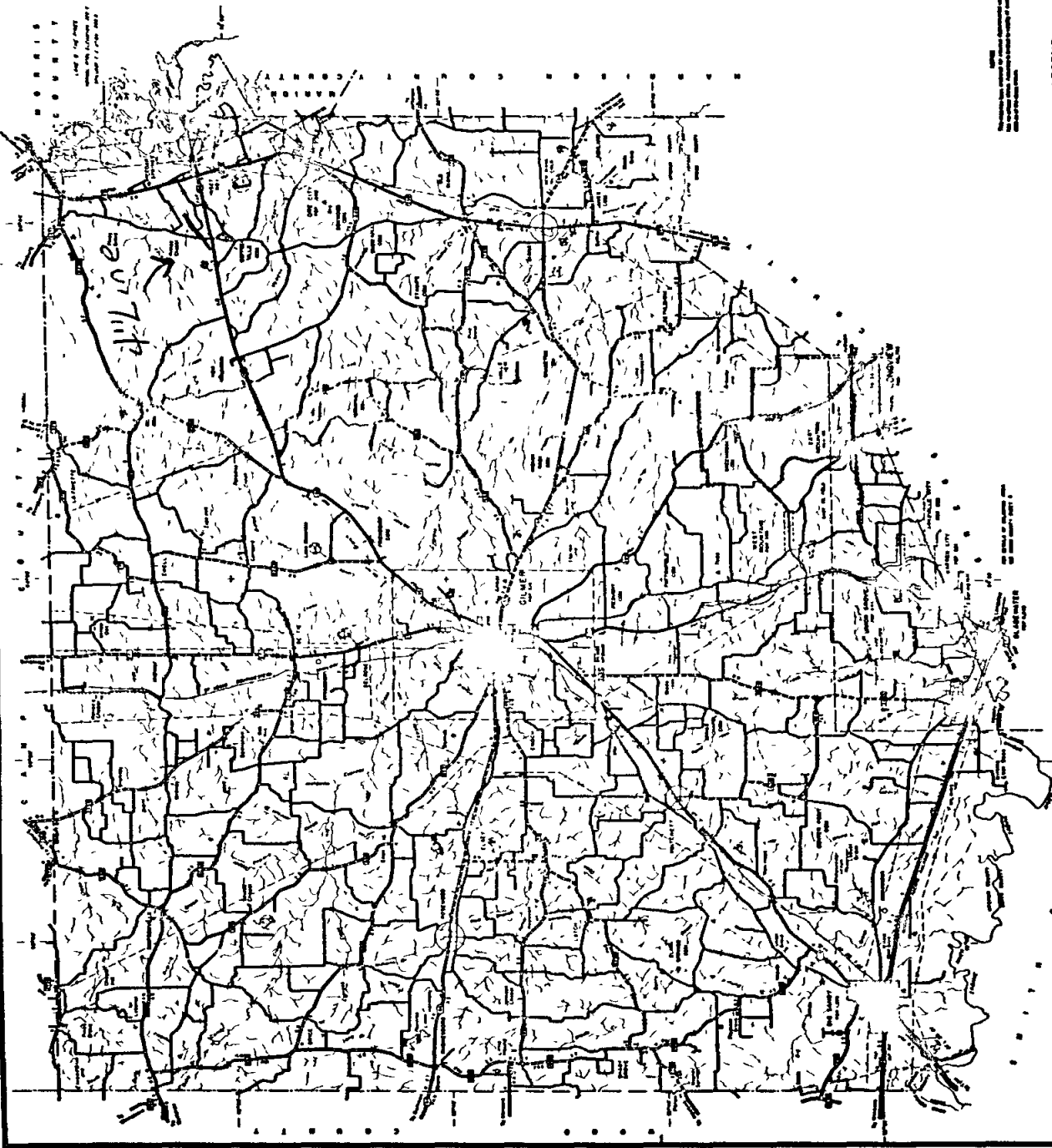
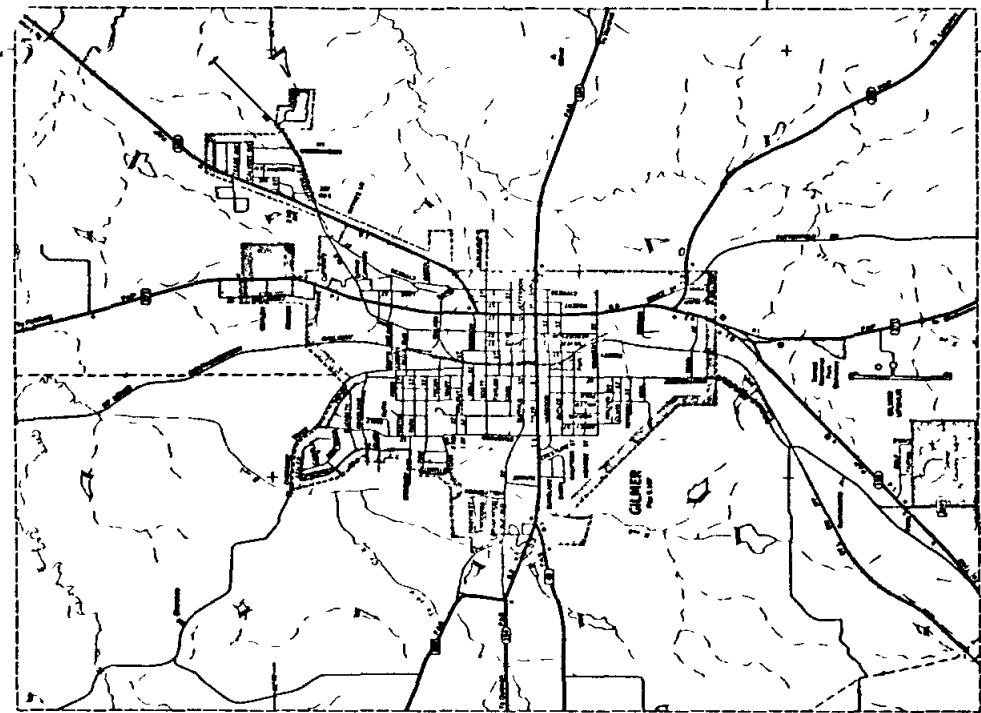
Gary Waldrop
Gary Waldrop

TITLE Land Manager

ADDRESS First City Center
1700 Pacific Ave. Suite 2500
Dallas, TX 75201



GENERAL HIGHWAY MAP
UPSHUR COUNTY
TEXAS
STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION
TRANSPORTATION PLANNING DIVISION
U.S. DEPARTMENT OF TRANSPORTATION



BUDGET AMENDMENTS

THE ATTACHED BUDGET AMENDMENTS WERE APPROVED IN COMMISSIONER'S COURT ON THE 31st DAY OF December 1991.

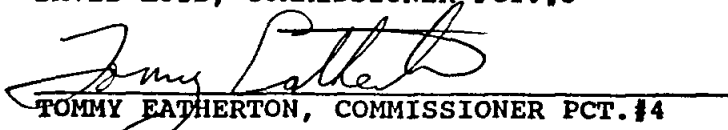
THESE AMENDMENTS ARE FOR THE FOLLOWING DEPARTMENTS:


EVERETT DEAN, COUNTY JUDGE

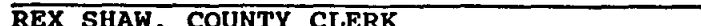

GADDIS LINDSEY, COMMISSIONER PCT. #1


TOMMY STANLEY, COMMISSIONER PCT. #2


DAVID LOYD, COMMISSIONER PCT. #3


TOMMY EATHERTON, COMMISSIONER PCT. #4

ATTEST:


REX SHAW, COUNTY CLERK

FILED
REX A. SHAW
COUNTY CLERK
92 DEC 31 AM 9:56
In State Capital, TX.
BY _____ DEPUTY

B U D G E T A M E N D M E N T

DATE: 12-31-92

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

| FUND | DEPT. | FROM # | TO# | AMOUNT |
|------|-------|----------------|--------------------------|-------------------------------|
| 10 | 401 | 4520 399 | 4495 295 | 3595 ⁰⁰ |
| 10 | 410 | 4335 100 | 5400 104 4470 100 | |
| 10 | 426 | 4010 50 | 3055 50 | |
| 10 | 499 | 4110 1000 | 4125 1,000 4495 7,500 | (statements in agg budget) |
| 10 | 510 | 3460 25 | 3350 25 | |
| 15 | 611 | 5675 1000 | 4330 500 4520 500 | |
| 16 | 612 | 4480 170 | 4320 170 | |
| 17 | 613 | 4495 100 | 4320 100 | |
| 17 | 613 | <u>Reserve</u> | 5500 9,999 | |

APPROVED COMMISSIONERS COURT

EVERETT DEAN, COUNTY JUDGE

COMMISSIONER PCT. #2

COMMISSIONER PCT. #4

ATTEST COUNTY CLERK

COMMISSIONER PCT. #1

COMMISSIONER PCT. #3

REX SHAW, COUNTY CLERK

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BUDGET AMENDMENT

DATE: 12-31-92

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

| FUND | DEPT. | FROM # | TO# | AMOUNT |
|------|-------|--------|------|-------------------|
| 10 | 495 | 3030 | 4230 | 76 ⁰⁰ |
| 10 | 560 | 3010 | 4230 | 4 ⁰⁰ |
| 10 | 451 | 4010 | 4230 | 176 ⁰⁰ |

APPROVED COMMISSIONERS COURT

EVERETT DEAN, COUNTY JUDGE

COMMISSIONER PCT. #2

COMMISSIONER PCT. #4

COMMISSIONER PCT. #1

COMMISSIONER PCT. #3

ATTEST COUNTY CLERK

REX SHAW, COUNTY CLERK

Co Judge

Upshur County

ACCOUNTS PAYABLE SYSTEM
Fund Requirements for 10-GENERAL FUND
Cutoff Date 12/31/92, Disbursement Date 12/31/92

15:59.03 30 DEC 1992

The Software Group, Inc.

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| Vendor | Inv Date | Account Number | Expense Amount | Description |
|--------------------------------|----------|----------------|----------------|---|
| 401-COMMISSIONERS COURT | | | | |
| BOB'S PRINTING | 12/28/92 | 10-401-3010 | \$ 8.79 | CO TAX&COMM CT-PHONE CORD MINDER |
| ANDREWS INSURANCE AGENCY | 12/08/92 | 10-401-4230 | 50.00 | COMM CT-#1043837-02 BOND/TOMMY L. STANLEY;PUBLIC OFFICIAL |
| EVERETT DEAN | 12/29/92 | 10-401-4520 | 36.96 | COMM CT-REIMBURSE/132mie.28ea(3 TRIPS TO KILGORE;ETCOG)1 |
| Total 401-COMMISSIONERS COURT | | | \$ 95.75 | |
| 403-COUNTY CLERK | | | | |
| SCOTT-MERRIMAN, INC. | 12/23/92 | 10-403-3010 | \$ 153.97 | J P #1-A-112 RED CRIMINAL CASE ENVELOPES; CO CLK-A-112 R |
| STEWART INSURANCE AGENCY | 12/31/92 | 10-403-4230 | 100.00 | CO CLK-#1106279/EMPLOYEE BLANKET BOND |
| Total 403-COUNTY CLERK | | | \$ 253.97 | |
| 409-NON-DEPARTMENTAL | | | | |
| OAKERSON, ARNOLD, WALKER&CO. | 12/25/92 | 10-409-4160 | \$ 7,000.00 | NON. DEPT-1992 AUDIT FOR UPSHUR COUNTY |
| Total 409-NON-DEPARTMENTAL | | | \$ 7,000.00 | |
| 410-TELE-COMMUNICATIONS | | | | |
| GENERAL TELEPHONE COMPANY | 12/28/92 | 10-410-4330 | \$ 35.26 | COMPUTER-#1LA-3895/DEC 28'92 BILLING |
| GENERAL TELEPHONE COMPANY | 12/28/92 | 10-410-4330 | 35.26 | COMPUTER-#1LA-3894/DEC. 28'92 BILLING |
| GENERAL TELEPHONE COMPANY | 12/28/92 | 10-410-4330 | 35.26 | COMPUTER-#1LA-3893/DEC. 28'92 BILLING |
| GENERAL TELEPHONE COMPANY | 12/28/92 | 10-410-4330 | 38.24 | COMPUTER-#1FD-3891/DEC 28'92 BILLING |
| US SPRINT | 12/18/92 | 10-410-4335 | 27.48 | TELE COMM-ACCT#131782320/DEC. 18'92 BILLING |
| Total 410-TELE-COMMUNICATIONS | | | \$ 171.50 | |
| 435-115TH DISTRICT COURT | | | | |
| PATRICIA HARRISON | 12/23/92 | 10-435-4015 | \$ 160.00 | D CT-COURT REPORTING 12/23/92 |
| M R PATTON | 12/28/92 | 10-435-4110 | 150.00 | D CT-CAUSE#37-86/BELL VS DRENNAN |
| DAVID B. GRIFFITH | 12/22/92 | 10-435-4110 | 150.00 | D A-CAUSE#101-91/TILLMAN VS TILLMAN |
| DAVID B. GRIFFITH | 12/01/92 | 10-435-4110 | 446.40 | D CT-DOUG SPARKS, 9/8/92-11/25/92 |
| SHIRLEY C WHITEHEAD FORE | 12/15/92 | 10-435-4145 | 27.20 | D CT-CAUSE#10,724/PARTIAL STATEMENT OF FACTS 12/11/92 |
| SHIRLEY C WHITEHEAD FORE | 12/03/92 | 10-435-4145 | 42.00 | D CT-CAUSE#10,452/WILLIE WRIGHT; TRANSCRIPT 11/9/92 |
| SHIRLEY C WHITEHEAD FORE | 12/16/92 | 10-435-4145 | 21.00 | D CT-CAUSE#10,682/RONNIE LEWIS; TRANSCRIPT 12/15/92 |
| Total 435-115TH DISTRICT COURT | | | \$ 996.60 | |
| 450-DISTRICT CLERK | | | | |
| STEWART INSURANCE AGENCY | 12/31/92 | 10-450-4230 | \$ 176.00 | D CLK-#18012114/EMPLOYEE BLANKET BOND 1/1/93-12/31/94 |
| Total 450-DISTRICT CLERK | | | \$ 176.00 | |
| 451-JUSTICE OF PEACE #1 | | | | |
| SCOTT-MERRIMAN, INC. | 12/23/92 | 10-451-3010 | \$ 69.50 | J P #1-A-112 RED CRIMINAL CASE ENVELOPES; CO CLK-A-112 R |
| SCOTT-MERRIMAN, INC. | 12/23/92 | 10-451-3030 | 47.44 | JP#1-(200)THEFT BY CHECK FORMS,FRGT |
| STEWART INSURANCE AGENCY | 12/31/92 | 10-451-4230 | 176.00 | JP#1-#18012116/EMPLOYEE BLANKET BOND 1/1/93-12/31/94 |
| Total 451-JUSTICE OF PEACE #1 | | | \$ 292.94 | |

Upshur County

The Software Group, Inc.

ACCOUNTS PAYABLE SYSTEM
Fund Requirements for 10-GENERAL FUND
Cutoff Date 12/31/92, Disbursement Date 12/31/92

15:59.03 30 DEC 1992

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| Vendor..... | Inv Date | Account Number | Expense | Amount | Description..... |
|-------------------------------|----------|----------------|---------|----------|---|
| 454-JUSTICE OF PEACE #4 | | | | | |
| STEWART INSURANCE AGENCY | 12/31/92 | 10-454-4230 | * | 50 00 | JP#4-#1278301/CASTEL TURNER 1/1/93-12/31/93 |
| Total 454-JUSTICE OF PEACE #4 | | | * | 50 00 | |
| 455-JUSTICE OF PEACE #5 | | | | | |
| STEWART INSURANCE AGENCY | 12/31/92 | 10-455-4230 | * | 50 00 | JP#5/13039682/JAMES CROW, JP BOND |
| Total 455-JUSTICE OF PEACE #5 | | | * | 50 00 | |
| 476-DISTRICT ATTORNEY | | | | | |
| WEST PUBLISHING COMPANY | 11/20/92 | 10-476-3095 | * | 78 00 | D A-ACCT#858339046/TX ST PP 1993 SB |
| STEWART INSURANCE AGENCY | 12/31/92 | 10-476-4230 | * | 176 00 | D A-#18012117/EMPLOYEE BLANKET BOND 1/1/93-12/31/94 |
| Total 476-DISTRICT ATTORNEY | | | * | 254.00 | |
| 495-COUNTY AUDITOR | | | | | |
| STEWART INSURANCE AGENCY | 12/31/92 | 10-495-4230 | * | 176 00 | CO AUD-#18012118/EMPLOYEE BLANKET BOND |
| Total 495-COUNTY AUDITOR | | | * | 176 00 | |
| 497-COUNTY TREASURER | | | | | |
| BOB'S PRINTING | 12/30/92 | 10-497-3010 | * | 26 37 | CO TREAS-(3)8'CORD MINDER@8 79 |
| VERNON VICK | 12/25/92 | 10-497-4520 | * | 23 80 | CO TREAS-REIMBURSE/85mle 28ea; TYLER FOR INS.CO |
| Total 497-COUNTY TREASURER | | | * | 50 17 | |
| 499-TAX ASSESSOR | | | | | |
| BOB'S PRINTING | 12/28/92 | 10-499-3010 | * | 8 79 | CO TAX&COMM CT-PHONE CORD MINDER |
| GENERAL TELEPHONE COMPANY | 12/28/92 | 10-499-4340 | * | 32 28 | CO TAX-#1FD-2004/DEC.28'92 BILLING |
| Total 499-TAX ASSESSOR | | | * | 41 07 | |
| 510-COUNTY BUILDINGS | | | | | |
| CONSOLIDATED CHEMICAL | 12/29/92 | 10-510-4495 | * | 2,205 00 | DEC'92/COURTHOUSE JANITORIAL CONTRACT |
| OTIS ELEVATOR COMPANY | 12/29/92 | 10-510-4495 | * | 150.07 | INV#TY78748E193/ELEVATOR SERVICE 1/1-31/93 |
| Total 510-COUNTY BUILDINGS | | | * | 2,355 07 | |
| 512-ROCK BUILDING | | | | | |
| CONSOLIDATED CHEMICAL | 12/29/92 | 10-512-4495 | * | 200.00 | DEC'92/ROCK BLCG JANITORIAL SERVICE |
| Total 512-ROCK BUILDING | | | * | 200.00 | |
| 514-C J. ANNEX | | | | | |
| RICKY TAFF HEATING | 12/04/92 | 10-514-3380 | * | 72 00 | J. CTR-(1)GAS VALVE SWITCH, LABOR |
| CONSOLIDATED CHEMICAL | 12/29/92 | 10-514-4495 | * | 1,357.00 | DEC'92/JUSTICE CTR JANITORIAL CONTRACT |
| RICKY TAFF HEATING | 11/07/92 | 10-514-4495 | * | 40.00 | J CTR-SERVICE CALL/HEATER HAD WRONG RELAY, ROOF HATCH |
| RICKY TAFF HEATING | 12/04/92 | 10-514-4495 | * | 80.00 | J CTR-(1)GAS VALVE SWITCH, LABOR |
| Total 514-C J. ANNEX | | | * | 1,549.00 | |

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Upshur County

ACCOUNTS PAYABLE SYSTEM

15 59 03 30 DEC 1992

The Software Group, Inc

Fund Requirements for 10-GENERAL FUND
Cutoff Date 12/31/92, Disbursement Date 12/31/92

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| Vendor | Inv Date | Account Number | Expense Amount | Description |
|--|----------|----------------|----------------|--|
| 315-WEST MOUNTAIN UNION GROVE WATER SUPPLY CORP | 12/16/92 | 10-315-4310 | \$ 12.50 | WT MT-ACCT#237/DEC 16'92 BILLING |
| Total 315-WEST MOUNTAIN | | | \$ 12.50 | |
| 560-COUNTY SHERIFF BOB'S PRINTING | 12/16/92 | 10-560-3010 | \$ 107.50 | CO S-FOLDERS, DRILL HOLES IN BOOKLETS |
| TYLER UNIFORM CO, INC | 12/17/92 | 10-560-3110 | 92.75 | CO S-(2) LONG TAIL SHIRTS, SD BLD PINS |
| TYLER UNIFORM CO, INC | 12/16/92 | 10-560-3110 | 36.85 | CO S-(3) TIE TOE, BOOT |
| TYLER UNIFORM CO, INC | 12/10/92 | 10-560-3110 | 99.72 | CO S-(24) BLK. TIES |
| CAVENDER'S BOOT CITY | 12/17/92 | 10-560-3110 | 59.97 | CO S-(3) pr KNIT WRANGLER PANTS/UNIFORMS |
| TEXACO INC | 12/04/92 | 10-560-3200 | 95.29 | CO S-ACCT#6103028459/DEC 4'92 BILLING |
| SARGENT-SOWELL, INC | 12/18/92 | 10-560-3380 | 69.42 | CO S-ALLEY LIGHT FOR MX7000 ATTACHMENT |
| ABC AUTO PARTS | 11/20/92 | 10-560-3420 | 8.97 | CO S-CUST#96201(1) BEAM LAMP |
| STEWART INSURANCE AGENCY | 12/31/92 | 10-560-4230 | 326.00 | CO S-#18012115/EMPLOYEE BLANKET BOND 1/1/93-12/31/96 |
| TELETOUCH CORPORATION | 12/21/92 | 10-560-4470 | 107.00 | CO S-CUST#LC2303/#0726.0755.0759.0605 PAGER 12/21/92 |
| LOCKUP USA | 12/22/92 | 10-560-4500 | 795.00 | CO S-1993 SUBSCRIPTION(12 VIDEO TRAINING TAPES) |
| Total 560-COUNTY SHERIFF | | | \$ 1,798.47 | |
| 565-COUNTY JAIL BOB'S PRINTING | 12/17/92 | 10-565-3010 | \$ 104.98 | CO JAIL-(2) MARK-N-WIPE BOARDS |
| THE LOGO | 12/22/92 | 10-565-3110 | 53.80 | CO JAIL-(2) JAIL JACKET/BLK WYDBREAKER |
| GILMER DRUG COMPANY | 12/17/92 | 10-565-3125 | 10.00 | CO JAIL-JAMES CAMPBELL/PRESCRIPTIONS |
| GILMER DRUG COMPANY | 12/14/92 | 10-565-3125 | 67.39 | CO JAIL-GRANVILLE DAVIS/PRESCRIPTION |
| GILMER DRUG COMPANY | 12/18/92 | 10-565-3125 | 29.92 | CO JAIL-RICHARD SLOAN/PRESCRIPTION |
| WHITE SWAN, NORTH | 12/15/92 | 10-565-3135 | 473.19 | CO JAIL-CUST#420711/ASSORTED FOODS |
| SWIFT INDEPENDENT PACKING | 12/15/92 | 10-565-3135 | 377.69 | CO JAIL-CUST#17130/ASSORTED FOODS |
| SWIFT INDEPENDENT PACKING | 09/30/92 | 10-565-3135 | 93.90 | CO JAIL-CUST#17130/ASSORTED FOODS |
| TEXAS SURPLUS PROPERTY AGENCY | 12/15/92 | 10-565-3135 | 850.24 | CO JAIL-ACCT#25450/COFFEE, RECONDITIONING CHG, SUNDRY PACK |
| TEXAS DEPT OF HUMAN SERVICES | 12/15/92 | 10-565-3135 | 9.38 | CO JAIL-(14) cs USDA COMMODITIES 67ea |
| SWIFT INDEPENDENT PACKING | 12/23/92 | 10-565-3135 | 313.12 | CO JAIL-CUST#17130/ASSORTED FOODS |
| WHITE SWAN, NORTH | 12/22/92 | 10-565-3135 | 709.43 | CO JAIL-CUST#420711/ASSORTED FOODS |
| W W GRAINGER, INC | 12/18/92 | 10-565-3380 | 53.70 | CO JAIL-(30) F40CW BULLBS |
| INTERNATIONAL SUPPLY OF LONGVI | 12/23/92 | 10-565-3380 | 77.33 | CO JAIL-STRAINERS/KITCHEN FILTER DRAINS |
| BOGEL SALES INC | 12/14/92 | 10-565-3480 | 40.00 | CO JAIL-(12) MULTI-PURPOSE DEGREASER |
| CHEM-SERV, INC | 12/10/92 | 10-565-3480 | 260.20 | CO JAIL-ACCT#1980/PINE ODOR DISINFECTANT, BAMBOO AIR SANI |
| BAXTER SALES CO, INC | 12/10/92 | 10-565-3480 | 116.00 | CO JAIL-(4) #60 DBLSTUFF LINER 36x59 50/CS |
| BAXTER SALES CO, INC | 12/09/92 | 10-565-3480 | 330.00 | CO JAIL-(10) 2 PLY. 96/CS TOILET TISSUE |
| BAXTER SALES CO, INC | 12/16/92 | 10-565-3480 | 49.99 | CO JAIL-(1) 5gal LUX |
| CASTLE INDUSTRIES, INC | 12/06/92 | 10-565-3480 | 176.64 | CO JAIL-SURE-STEP EPOXY NON-SLIP COATING |
| BAXTER SALES CO, INC | 12/22/92 | 10-565-3480 | 93.25 | CO JAIL-(1) PRO LYSOL DEOD(1) STAIN REMOVER/5gal. |
| KIRBY RESTAURANT SUPPLY | 12/23/92 | 10-565-4495 | 110.00 | CO JAIL-DISHWASHER SERVICE, 11/13-12/10/92 |
| BAYLOR MEDICAL CENTER AT GILME | 12/17/92 | 10-565-4860 | 116.40 | CO JAIL-MICHAEL LACY/EMERG DRUG SUPPLIES 12/14/92 |
| BAYLOR MEDICAL CENTER AT GILME | 12/17/92 | 10-565-4860 | 26.10 | CO JAIL-GRANVILLE DAVIS/EMERG DR 12/14/92 |
| BRUCE A. CHEATHAM, MD | 11/27/92 | 10-565-4860 | 100.00 | CO JAIL-ACCT#7370/LESLIE REDMON 11/27/92 |
| BRUCE A. CHEATHAM, MD | 12/24/92 | 10-565-4860 | 35.00 | CO JAIL-ACCT#7428/LAWRENCE BATES 11/28/92 |
| Total 565-COUNTY JAIL | | | \$ 4,677.65 | |

Upshur County

ACCOUNTS PAYABLE SYSTEM

15 59 03 30 DEC 1992

The Software Group, Inc

Fund Requirements for 10-GENERAL FUND
Cutoff Date 12/31/92, Disbursement Date 12/31/92

Page 4

| Vendor | Inv Date | Account Number | Expense Amount | Description |
|-------------------------------|----------|----------------|----------------|---|
| 570-ADULT PROBATION | | | | |
| GENERAL TELEPHONE COMPANY | 12/28/92 | 10-570-4330 | \$ 119 69 | A PROB-#843-3006/DEC 28'92 BILLING |
| SOUTHWESTERN BELL TELEPHONE | 12/15/92 | 10-570-4330 | 243 67 | A PROB-#665-3909/DEC 15'92 BILLING |
| GILMER CABLE TV CO, INC | 12/30/92 | 10-570-4495 | 29 80 | A PROB-ACCT#15332/COMPUTER LINE MAINT/1'93 |
| Total 570-ADULT PROBATION | | | \$ 393 16 | |
| 575-JUVENILE PROBATION | | | | |
| WALMART STORE #146 | 11/24/92 | 10-575-3010 | \$ 37 20 | JUV PROB-(1)TAPE RECORDER, TAPE, BATTERIES |
| Total 575-JUVENILE PROBATION | | | \$ 37 20 | |
| 650-LIBRARY SERVICES | | | | |
| THE GILMER MIRROR | 11/23/92 | 10-650-3380 | \$ 13 80 | CO LIB-ACCT#245057/HELP WANTED AD(3@ \$4 60ea) |
| GENERAL TELEPHONE COMPANY | 12/28/92 | 10-650-4330 | 105 61 | CO LIB-#843-5001/DEC 28'92 BILLING |
| Total 650-LIBRARY SERVICES | | | \$ 119 41 | |
| 685-WASTE DISPOSAL | | | | |
| WASTE MANAGEMENT OF | 12/15/92 | 10-685-4495 | \$ 1,446 36 | WASTE-#779555/LANDFILL UNSCHD(2)12/1/92&12/2/92 |
| Total 685-WASTE DISPOSAL | | | \$ 1,446 36 | |
| Total Fund Expenditures | | | \$ 22,196 82 | |
| Less Fund Discounts | | | 0 00 | |
| Less Fund Credits | | | 8 30 | |
| Cash Required 10-GENERAL FUND | | | \$ 22,188 52 | |

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Upshur County
The Software Group, Inc.

ACCOUNTS PAYABLE SYSTEM
Fund Requirements for 14-INDIGENT HEALTH CARE
Cutoff Date 12/31/92; Disbursement Date 12/31/92

15 59 03 30 DEC 1992

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Vendor..... Inv Date Account Number Expense Amount Description.....

642-INDIGENT ADMINISTRATION
BAYLOR MEDICAL CENTER AT GILME 12/18/92 14-642-4803 \$ 118.98 IND-FELICIA HITT/LAB. RAD. EKG 12/15/92

Total 642-INDIGENT ADMINISTRATION \$ 118.98

Total Fund Expenditures \$ 118.98

Less Fund Discounts

Less Fund Credits

Cash Required 14-INDIGENT HEALTH CARE \$ 118.98

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Upshur County

ACCOUNTS PAYABLE SYSTEM
Fund Requirements for 15-ROAD & BRIDGE #1
Cutoff Date 12/31/92, Disbursement Date 12/31/92

15 59 03 30 DEC 1992

The Software Group, Inc

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| Vendor | Inv Date | Account Number | Expense Amount | Description |
|-----------------------------------|----------|----------------|----------------|---|
| 611-PCT #1 | | | | |
| MCS FUELS | 12/21/92 | 15-611-3200 | \$ 2,050 40 | PCT#1-(2200)galUNLEAD SPR# 932(1290)gal DIESEL@ 631ea |
| MCS FUELS | 12/21/92 | 15-611-3210 | 813 99 | PCT#1-(2200)galUNLEAD SPR# 932(1290)gal DIESEL@ 631ea |
| GADDIS LINDSEY | 12/28/92 | 15-611-4520 | 25 20 | PCT#1-REIMBURSE/90mi@ 28ea(PICKUP PARTS) |
| Total 611-PCT #1 | | | \$ 2,889 59 | |
| Total Fund Expenditures | | | \$ 2,889 59 | |
| Less Fund Discounts | | | | |
| Less Fund Credits | | | | |
| Cash Required 15-ROAD & BRIDGE #1 | | | \$ 2,889 59 | |

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Upshur County

ACCOUNTS PAYABLE SYSTEM
Fund Requirements for 17-ROAD & BRIDGE #3
Cutoff Date 12/31/92, Disbursement Date 12/31/92

15 59 03 30 DEC 1992

The Software Group, Inc

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| Vendor | Inv Date | Account Number | Expense Amount | Description |
|-----------------------------------|----------|----------------|----------------|----------------------------|
| 613-PCT. #3 | | | | |
| DARBY EQUIPMENT COMPANY | 12/16/92 | 17-613-3420 | \$ 393.00 | PCT#3-PTO'S FOR TRUCK #312 |
| Total 613-PCT. #3 | | | \$ 393.00 | |
| Total Fund Expenditures | | | \$ 393.00 | |
| Less Fund Discounts | | | | |
| Less Fund Credits | | | | |
| Cash Required 17-ROAD & BRIDGE #3 | | | \$ 393.00 | |

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Upshur County

The Software Group, Inc

ACCOUNTS PAYABLE SYSTEM
Fund Requirements for 18-ROAD & BRIDGE #4
Cutoff Date 12/31/92, Disbursement Date 12/31/92

15 59 03 30 DEC 1992

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| Vendor | Inv Date | Account Number | Expense Amount | Description |
|-----------------------------------|----------|----------------|----------------|-----------------------------------|
| 614-PCT #4 | | | | |
| SHARON WATER SUPPLY CORP | 12/28/92 | 18-614-4310 | \$ 13.87 | PCT#4-ACCT#1133/DEC 28'92 BILLING |
| Total 614-PCT. #4 | | | \$ 13.87 | |
| Total Fund Expenditures | | | \$ 13.87 | |
| Less Fund Discounts | | | | |
| Less Fund Credits | | | | |
| Cash Required 18-ROAD & BRIDGE #4 | | | \$ 13.87 | |

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Upshur County

ACCOUNTS PAYABLE SYSTEM
Fund Requirements for 33-HOT CHECK RESTITUTION
Cutoff Date 12/31/92, Disbursement Date 12/31/92

15 59.03 30 DEC 1992

The Software Group, Inc

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| Vendor | Inv Date | Account Number | Expense Amount | Description |
|--|----------|----------------|----------------|-------------------------------------|
| 476-DISTRICT ATTORNEY | | | | |
| WAL-MART #146 | 12/22/92 | 33-476-7600 | \$ 349 90 | D A-CRAIG DUNN/DEC 22'92 BILLING |
| MONTIE MORRIS | 12/21/92 | 33-476-7600 | 600 00 | D A-HOT CK RESTITUTION/LOUISE MYERS |
| CINDERELLA'S | 12/29/92 | 33-476-7600 | 105 00 | D A-HOT CK RESTITUTION/MONICA POWE |
| Total 476-DISTRICT ATTORNEY | | | \$ 1,054.90 | |
| Total Fund Expenditures | | | \$ 1,054.90 | |
| Less Fund Discounts | | | | |
| Less Fund Credits | | | | |
| Cash Required 33-HOT CHECK RESTITUTION | | | \$ 1,054.90 | |

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Opshur County

ACCOUNTS PAYABLE SYSTEM
Fund Requirements for 40-ADULT PROBATION-PRP
Cutoff Date 12/31/92, Disbursement Date 12/31/92

15 59 03 30 DEC 1992

The Software Group, Inc

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| Vendor | Inv Date | Account Number | Expense Amount | Description |
|---|----------|----------------|----------------|---|
| 570-ADULT PROBATION | | | | |
| OGLESBY'S TIRE & RENTAL | 11/18/92 | 40-570-3010 | \$ 22.00 | PRP-SUPPLIES/ (4)DRUMS |
| GILMER LUMBER COMPANY INC | 10/29/92 | 40-570-3010 | 397.90 | PRP-GARDEN HOE, BRUSH CUTTER, DITCH BANK BLADES, AXES |
| Total 570-ADULT PROBATION | | | \$ 419.90 | |
| Total Fund Expenditures | | | \$ 419.90 | |
| Less Fund Discounts | | | | |
| Less Fund Credits | | | | |
| Cash Required 40-ADULT PROBATION-PRP | | | \$ 419.90 | |

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Upshur County

ACCOUNTS PAYABLE SYSTEM

15 59 03 30 DEC 1992

The Software Group, Inc

Fund Requirements for 87-SALARY
Cutoff Date 12/31/92, Disbursement Date 12/31/92

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| Vendor | Inv Date | Account Number | Expense Amount | Description |
|--------------------------------|----------|----------------|----------------|--------------------------------------|
| 202 | | | | |
| AMERICAN FAMILY LIFE | 12/23/92 | 87-202-2670 | \$ 31 38 | ACCT#0XP38/DEC'92 PAYROLL DEDUCTIONS |
| MID-CONTINENT LIFE INSURANCE C | 12/23/92 | 87-202-2680 | 69 00 | B1153/DEC'92 PAYROLL DEDUCTION |
| Total 202 | | | \$ 120 38 | |
| Total Fund Expenditures | | | \$ 120 38 | |
| Less Fund Discounts | | | | |
| Less Fund Credits | | | | |
| Cash Required 87-SALARY | | | \$ 120 38 | |

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Wpshur County

ACCOUNTS PAYABLE SYSTEM
Fund Requirements for TOTAL ALL FUNDS
Cutoff Date 12/31/92, Disbursement Date 12/31/92

13 59 03 30 DEC 1992

The Software Group, Inc.

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| Vendor | Inv Date | Account Number | Expense Amount | Description |
|--------|----------|----------------|----------------|-------------|
|--------|----------|----------------|----------------|-------------|

| | | | | |
|--------------------------------|--|--|--------------|--|
| TOTAL Cash Required, ALL FUNDS | | | \$ 27,199.14 | |
|--------------------------------|--|--|--------------|--|

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LED SHAW
CLEAN 9:56

Put on Agenda for Dec. 31
VOL 39 PG 983

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made on December 14, 1992, by and between Upshur County, Texas (the "County"), Gilmer, TX 75644, and Design/Graphics (the "Consultant"), Gilmer, TX 75644.

- A. The Consultant has a background in Geographic Information Systems and is willing to provide services to the County based on this background.
- B. The County desires to have services provided by the Consultant.

Therefore, the parties agree as follows:

1. Description of Services.

Beginning on December 15, 1992, the Consultant will provide the following services, (collectively the "Services") to include, but not limited to:

- a. An inventory of roadways and drive access intersections within the County's boundary, excluding pre-addressed areas. To be accomplished using Consultant's vehicle(s) to drive all roads and record intersection coordinates and Consultant's Global Positioning technology to obtain a 3 to 5 meter accuracy.
- b. Transferring intersection coordinates and other descriptive data (road signage, road surface material, drainage structures, and other items necessary for expediting emergency response) to a "seed" map obtained by processing TIGER data from the U.S. Census Bureau. The accumulated information shall be in the form of a computer database, compatible with the standards of the Master Street Address Guide, that may be accessed and maintained using the software (MapInfo™).
- c. Providing all necessary computer hardware and non-proprietary software to develop and maintain the above database. During the term of this Agreement, the computer system will be the property of the County, but utilized in the Consultant's office located in Upshur County, Texas. (See Appendix A for the list of computer items included.)
- d. Utilizing the capabilities of the computer software to assign suggested addresses for all drive access intersections, address ranges for vacant land parcels, and posting of road names as found in the inventory. The suggested addresses and a cumulative list of road names acquired to date shall be placed on the computer database and presented to the County Commissioners Court for action prior to each Commissioners Court meeting.

- e. Producing working paper maps and a printed list of official and pending road names to be used by County Commissioners Court for public hearings and permanent road name and address range assignment. At conclusion of this Agreement, one complete set of color-coded, reproducible maps and a printed road name index shall be delivered to the County for use as a master to assemble map books to be used by emergency and County personnel.
- f. Coordinating with East Texas Council of Governments (ETCOG) Regional 911 and the United States Postal Service for citizen notification and verification.
- g. Investigation and application for remaining funding of this contract through private, state and federal sources.

2. Performance of Services.

The addressing project is estimated for completion over a total time frame of 24 months. Work will be performed as funding has been allocated through ETCOG Regional 911 ENS or through private sources, and not necessarily over 24 contiguous months. (See paragraph 4.a.)

The manner in which the Services are to be performed and the specific hours to be worked by the Consultant shall be determined by the Consultant. The County will rely on the Consultant to work as many hours as may be reasonably necessary to fulfill the Consultant's obligations under this Agreement.

3. Payment to Consultant.

The County will pay a fee to the Consultant based on a \$15,000.00 retainer at the time this Agreement is signed (See Appendix A for items covered by this retainer), plus \$3,685.42 per month for 24 months as services are completed by the Consultant.

The total contract price shall be \$103,450.08. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that the Consultant shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which the Consultant has not yet been paid.

4. Payment Terms.

The monthly amounts in the preceding paragraph shall be payable no later than the last day of the month following the month during which the services were performed.

The County shall not be obligated to pay any amount that exceeds the reimbursable fund balance available through ETCOG Regional 911, nor shall the County be obligated to pay for Services which do not qualify under the approved plan amendment as filed with the Advisory Commission on State Emergency Communications.

a. *Current Fund Balance.*

The Consultant shall inform the County monthly on the balance of available funds and shall not invoice for any amount over the current balance.

It is understood by both parties that partial funding of \$30,322.00 has been designated for the County as of the date of this Agreement. The future schedule for additional funds is undetermined, therefore, the Consultant is not obligated to perform the described Services during the period(s) when the current fund balance is depleted.

b. *Accounting.*

The County shall maintain records in sufficient detail for purposes of determining the amount of reimbursement. The County shall provide to the Consultant a written accounting that sets forth the manner in which the reimbursement was calculated.

c. *Right to Inspect.*

The Consultant, or the Consultant's agent, shall have the right to inspect the County records for the limited purpose of verifying the calculation of the reimbursement. Such inspections shall be made during reasonable business hours as may be set by the County.

5. *Support Services for the Consultant.*

~~The County will not provide support services, including office space or secretarial services, for the benefit of the Consultant.~~

6. New Project Approval.

The Consultant and the County recognize that the Consultant's Services will include working on various GIS and addressing projects for other parties. The County shall not require that the Consultant obtain the approval of the County prior to the commencement of a new project for other parties.

7. Extension of Agreement Duration.

This Agreement shall be effective for a 24 month period and shall be renewable for successive terms of a one month duration if, due to gaps in funding from other sources, the Services may not be accomplished in contiguous months.

8. Relationship of Parties.

It is understood by the parties that the Consultant is an independent consultant with respect to the County, and not an employee of the County. The County will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Consultant.

9. Disclosure.

The Consultant is not required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that may duplicate the resources or services provided to the County. Use of software provided by third parties will be subject to license agreements with those third parties.

10. Consultant's Employees.

The Consultant's employees, who perform services for the County under this Agreement, shall also be bound by the provision of this Agreement. At the request of the County, the Consultant shall provide adequate evidence that such persons are the Consultant's employees.

11. Injuries to Consultant.

The Consultant acknowledges the Consultant's obligation to obtain appropriate insurance coverage for the benefit of the Consultant (and the Consultant's employees). The Consultant waives any rights to recovery from the County for any injuries that the Consultant (and/or the Consultant's employees) may sustain while performing services under this Agreement and that are result of the negligence of the Consultant or the Consultant's employees.

12. Indemnification.

The Consultant agrees to indemnify and hold the County harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the County that result from the acts or omissions of the Consultant, the Consultant's employees, if any, and the Consultant's agents.

13. Assignment.

The Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of the County.

14. Intellectual Property.

The following provisions shall apply with respect to data, software, computer applications, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. County's Intellectual Property.

It is understood by both parties that the completion of the Services listed in this Agreement will result in a set of information (a computer database) that is the property of the County and may be distributed at the County's discretion, in either electronic or in printed formats. The means to access and update the database will be possible through a license of the MapInfo™ software. Upon termination of this Agreement, it will be the responsibility of the County to update and maintain the database through in-house facilities or by other consulting agreements.

b. Consultant's Intellectual Property.

The Consultant maintains the right to retain a copy of the database upon completion of this Agreement. At the Consultant's discretion, the Consultant may update and expand on the original information and sell or convey any Information to other parties without consent of the County. It shall not be the responsibility of the Consultant to act as a distributor of the Information to any third parties except under a separate agreement.

15. Return of Records.

Upon termination of this Agreement, the Consultant shall deliver all records, notes, data, memorandum, models and equipment of any nature that are in the Consultant's possession or under the Consultant's control and that are the County's property or relate to the County's business.

16. Notices.

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

County: Upshur County, Texas
Attn: Hon. Everett Dean
P.O. Box 790
Gilmer, TX 75644

Consultant: Design/Graphics
Attn: Randall Pritchett
711 Elizabeth
Gilmer, TX 75644

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

17. Entire Agreement.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18. Amendment.

This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

19. Severability.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. -

20. Waiver of Contractual Right.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. Applicable Law.

This Agreement shall be governed by the laws of the State of Texas.

Agreed this _____ day of _____, 19__.

Upshur County, Texas

By: _____

Design/Graphics

By: _____

County Judge, Upshur County, Texas

EXHIBIT A
List of Deliverables with Retainer

1. MapInfo™ software (Windows Ver. 2.0)
2. Windows™ software (Rev. 3.1)
3. Personal computer system including:
 - Color monitor, keyboard, mouse
 - Adequate random access memory and disk storage for database
4. Map printer/plotter
5. Initial payment to Texas Department of Highways for GPS differential data
6. U.S. Census Bureau TIGER file in MapInfo format

EXHIBIT B
Service Milestones

| <u>MONTH</u> | <u>ACTIVITY</u> | <u>INITIATE</u> | <u>RESPONSE</u> |
|--------------|----------------------|---------------------|---------------------|
| 1 | GPS Inventory * | Design/Graphics | Comm. Court |
| 2 | GPS Inventory | Design/Graphics | Comm. Court |
| 3 | GPS Inventory | Design/Graphics | Comm. Court |
| 4 | GPS Inventory | Design/Graphics | Comm. Court |
| 5 | GPS Inventory | Design/Graphics | Comm. Court |
| 6 | GPS Inventory | Design/Graphics | Comm. Court |
| 7 | GPS Inventory | Design/Graphics | Comm. Court |
| 8 | GPS Inventory | Design/Graphics | Comm. Court |
| 9 | GPS Inventory | Design/Graphics | Comm. Court |
| 10 | GPS Inventory | Design/Graphics | Comm. Court |
| 11 | GPS Inventory | Design/Graphics | Comm. Court |
| 12 | GPS Inventory | Design/Graphics | Comm. Court |
| 13 | Finalize road names | Comm. Court | Design/Graphics |
| 14 | Address match | U.S. Postal Service | Design/Graphics |
| 15 | Address match | Design/Graphics | U.S. Postal Service |
| 16 | Address verification | Design/Graphics | U.S. Postal Service |
| 17 | Address verification | Design/Graphics | U.S. Postal Service |
| 18 | Address verification | Design/Graphics | U.S. Postal Service |
| 19 | Address verification | U.S. Postal Service | Design/Graphics |
| 20 | Address verification | U.S. Postal Service | Design/Graphics |
| 21 | Address verification | U.S. Postal Service | Design/Graphics |
| 22 | Final review | Comm. Court | Design/Graphics |
| 23 | Final Rework | Design/Graphics | Comm. Court |
| 24 | Mapbook master | Design/Graphics | Comm. Court |

- * Total road mileage is approximately 1,600 miles. Monthly milestone will consist of
± 135 linear miles driven.

AMENDMENT
TO THE
CHILD WELFARE CONTRACT # 07X2065
Between
TEXAS DEPARTMENT OF HUMAN SERVICES
and
UPSHUR COUNTY, TEXAS

The Texas Department of Human Services (hereinafter called the Department) and Upshur County, Texas, (hereinafter called the County) entered into a child welfare contract effective on September 9, 1974, under which a child welfare program is jointly administered by the County and the Department, primarily through the Child Welfare Board established by the County. Contract for these services has been assigned to the Texas Department of Protective and Regulatory Services pursuant to legislation passed in 1991. The Texas Department of Protective and Regulatory Services (hereinafter called the Department) and the County desire to amend the contract as follows:

To comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the Provider agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or

other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination. The contractor further agrees to comply with Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

For the faithful performance of the terms of this amendment, the parties hereto, in their capacities as stated, affix their signatures and bind themselves effective the _____ day of _____, 19____.

TEXAS DEPARTMENT OF PROTECTIVE
AND REGULATORY SERVICES

By _____

By [Signature]
County Judge

[Signature]
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 2

[Signature]
Commissioner, Precinct No. 3

[Signature]
Commissioner, Precinct No. 4

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FILED
REX A SHAW
COUNTY CLERK
92 DEC 31 AM 9:56
WILLIAMSBURG, TX.
BY _____ DEPUTY

| | | | |
|---|--|---|--|
| JACK M. FINLEY, INC. DBA PROFESSIONAL LAND TITLE SERVICES OPERATING ACCOUNT 811A GILMER RD PH 903-287-7721 LONGVIEW, TEXAS 75604 | | 7558 | |
| PAY TO THE ORDER OF <u>Upshaw Co. Clerk</u> | | 1-8-19 <u>93</u> | |
| <u>Seven Hundred Twenty Five & 90/100</u> | | \$ <u>779</u> <u>90</u> | |
| <u>plant upkeep</u> | | DOLLARS | |
| THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNT OF | | PROFESSIONAL LAND TITLE SERVICES OPERATING ACCOUNT | |
| P.O. BOX 1432 GLADEWATER, TX 75647 | | <u>Myra Crawford</u> | |
| FIRST STATE BANK MEMBER FDIC | | #007558# 111913798# 9013423# | |

FILED
REX A. SHAW
COUNTY CLERK
93 JAN 11 AM 9:35
UPSHAW COUNTY, TX
BY REPUTY