VOL 47 PG 145

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
WEDNESDAY, NOVEMBER 27, 1996, 9:00 AM, SPECIAL SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take appropriate action.
3. Financial Statement.
4. Treasurers report.
5. Consider approval of payroll changes.
6. Accept payroll register for November.
7. Consider approval of accounts payable and take appropriate action.
8. Consider employing a 911 systems coordinator, set salary, starting date and provide funding.
9. Consider contract with East Texas Engineering and Surveying, Inc. to provide services for the County's 1996 Texas Community Development Program.
10. Accept resignation of Randy Reeves as County Extension Agent.
11. Consider contract between Charles Thompson and Upshur County on acquisition of right of way and related matters for FM 1845.
12. Open bids on communication equipment for the sheriff's office.
13. Discuss use of County scales and automobile for use in weighing trucks.
14. Consider adopting a resolution approving signators for purchase vouchers for Texas Community Development Program.
15. Discuss installation and removal of Christmas lighting on the Courthouse.
16. Representative of Forest Service to present a plaque to County Judge and Commissioners Court.
17. Consider advertising to sell vehicles seized by the Sheriffs' Department.
18. Approve permit applications for use of Upshur County roads and right of way.
19. Consider advertising for bids for copiers for County Offices.

Charles L. Still
County Judge

72 hour notice 11-22-96(In accordance with Title III of the Americans with Disabilities Act, we invite all attendees to advise us of any special accommodations due to disability. Please submit your request as far as possible in advance of the meeting you wish to attend).

96 NOV 22 PM 1 43

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UPSHUR COUNTY COMMISSIONER'S COURT
11-27-1996

COMMISSIONER'S COURT MET IN SPECIAL SESSION. ALL MEMBERS PRESENT.

1. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE MINUTES OF PREVIOUS MEETINGS DATED 11-11-1996 AND 11-18-1996. MOTION CARRIED.

2. MOTION BY DAVID LOYD SECONDED BY TOMMY STANLEY TO APPROVE BUDGET AMENDMENTS SUBMITTED BY COUNTY AUDITOR. MOTION CARRIED. COPY OF BUDGET AMENDMENTS ATTACHED.

3. MOTION BY TOMMY STANLEY SECONDED BY KENNEY THOMPSON TO APPROVE FINANCIAL STATEMENTS SUBMITTED BY COUNTY AUDITOR. MOTION CARRIED. COPY OF FINANCIAL STATEMENTS DATED FOR THE MONTH ENDED 10-31-1996.

4. MOTION BY DAVID LOYD SECONDED BY TOMMY STANLEY TO ACCEPT TREASURER'S MONTHLY REPORT. MOTION CARRIED. COPY OF TREASURER'S MONTHLY REPORT ATTACHED.

5. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE THE FOLLOWING PAYROLL CHANGES:
TODD PARISH-NEW HIRE
JOE DANIELS-INTRODUCTORY PERIOD ENDED
JAMES E. GRISWOLD-CHANGE FROM JAIL TO DISPATCH

ALSO IN THIS MOTION IS TO APPROVE PAYING PAYROLL ON THE 23RD OF DECEMBER. MOTION CARRIED. COPY OF PAYROLL CHANGE REPORTS ATTACHED.

6. MOTION BY GADDIS LINDSEY SECONDED BY DAVID LOYD TO APPROVE ACCEPTING PAYROLL REGISTER FOR MONTH OF NOVEMBER. MOTION CARRIED. COPY OF PAYROLL REGISTER ATTACHED.

7. MOTION BY TOMMY STANLEY SECONDED BY KENNEY THOMPSON TO APPROVE PAYMENT OF BILLS AS SUBMITTED BY COUNTY TREASURER. MOTION CARRIED. COPY OF BILLS ATTACHED.

8. MOTION BY KENNEY THOMPSON SECONDED BY JUDGE CHARLES STILL TO APPROVE TABLING AGENDA ITEM CONCERNING EMPLOYING A 911 SYSTEMS COORDINATOR. MOTION DID NOT CARRY, WITH JUDGE STILL AND COMMISSIONER THOMPSON VOTING YEAH AND COMMISSIONERS LINDSEY, STANLEY AND LOYD VOTING NO. AFTER LENGTHY DISCUSSION BETWEEN COURT AND MEMBERS OF THE AUDIENCE, MOTION BY GADDIS LINDSEY SECONDED BY DAVID LOYD TO APPROVE HIRING DONA FLIPPO AS 911 SYSTEMS COORDINATOR, SETTING SALARY FOR THIS POSITION AT $22,000.00 ANNUALLY AND STARTING DATE OF THIS POSITION TO BEGIN JANUARY 1, 1997. MOTION CARRIED WITH COMMISSIONER THOMPSON AND JUDGE CHARLES STILL VOTING NO. (COMMISSIONER THOMPSON STATED HE DESIRED THE MINUTES TO

REFLECT HE WAS 100% AGAINST THIS ACTION.)

16. BRAD MOORE, REPRESENTATIVE OF FOREST SERVICE, MET WITH COURT TO PRESENT EACH MEMBER A PLAQUE FOR THE COURTS SUPPORT FOR THE FIRE BANS DURING DRY SEASON.

9. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE CONTRACT WITH EAST TEXAS ENGINEERING & SURVEYING, INC. TO PROVIDE ENGINEERING SERVICES FOR THE COUNTY'S 1996 TEXAS COMMUNITY DEVELOPMENT PROGRAM. MOTION CARRIED. COPY OF LETTER FROM GARY R. TRAYLOR AND ASSOCIATES AND CONTRACT ATTACHED.

10. MOTION BY TOMMY STANLEY SECONDED BY DAVID LOYD TO APPROVE ACCEPTING LETTER OF RESIGNATION FROM COUNTY EXTENSION AGENT, RANDY REEVES. MR. REEVES LAST DAY WILL BE DECEMBER 15, 1996. MOTION CARRIED. COPY OF LETTER ATTACHED.

11. MOTION BY KENNEY THOMPSON SECONDED BY DAVID LOYD APPROVE CONTRACT BETWEEN CHARLES THOMPSON AND UPSHUR COUNTY ON ACQUISITION OF RIGHT OF WAY AND RELATED MATTERS FOR FM 1845. MOTION CARRIED. COPY OF CONTRACT ATTACHED.

12. THE FOLLOWING BIDS WERE SUBMITTED FOR COMMUNICATION EQUIPMENT FOR THE SHERIFF'S OFFICE:
INTERCOUNTY COMMUNICATIONS-24,969.00
PROFESSIONAL TECHNICAL ASSISTANCE-23,673.70
MOTION BY DAVID LOYD SECONDED BY GADDIS LINDSEY TO APPROVE TABLING ANY ACTION ON THE BIDS SUBMITTED FOR COMMUNICATION EQUIPMENT UNTIL 12-9-1996. MOTION CARRIED.

13. MOTION BY KENNEY THOMPSON TO APPROVE TABLING DISCUSSION CONCERNING USE OF COUNTY SCALES AND AUTOMOBILE FOR USE IN WEIGHING UNTIL 12-9-1996. MOTION DIED FOR LACK OF SECOND.

14. MOTION BY GADDIS LINDSEY SECONDED BY DAVID LOYD TO APPROVE ADOPTING RESOLUTION APPROVING SIGNATURES FOR PURCHASE VOUCHERS FOR TEXAS COMMUNITY DEVELOPMENT PROGRAM. MOTION CARRIED. COPY ATTACHED.

15. MOTION BY DAVID LOYD SECONDED BY GADDIS LINDSEY TO APPROVE REQUEST OF CHAMBER OF COMMERCE CONCERNING CHRISTMAS LIGHTS AND CHRISTMAS DECORATION ON COURTHOUSE AND SURROUNDING GROUNDS. MOTION CARRIED. COPY OF REQUEST ATTACHED.(ALSO INCLUDED IN THIS MOTION IS LIGHTS AND DECORATIONS ARE TO BE REMOVED BY JANUARY 5, 1997.)

17. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE ADVERTISING FOR BIDS TO SELL VEHICLES SEIZED BY THE SHERIFFS' DEPARTMENT. MOTION CARRIED. BIDS TO BE OPENED 12-23-1996.

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19. MOTION BY TOMMY STANLEY SECONDED BY DAVID LOYD TO APPROVE ADVERTISING FOR BIDS FOR COPIERS FOR COUNTY OFFICES. MOTION CARRIED. BIDS TO BE OPENED 12-23-1996.

ADDENDUM: MOTION BY KENNEY THOMPSON TO APPROVE ADVERTISING FOR BIDS TO PURCHASE A WHEEL LOADER FOR PCT. 4. MOTION CARRIED. BIDS TO BE OPENED JANUARY 13, 1996.

18. MOTION BY SECONDED BY TO APPROVE THE FOLLOWING PERMIT APPLICATIONS, SPECIAL ROAD USE AGREEMENTS, AND/OR APPLICATIONS FOR FILLING ABANDONED WELLS:

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY VAN DUSEN TIMBER TO HAUL LOGS ON PALM.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY PATTERSON & DAVIS LOGGING TO HAUL LOGS ON ASTER.

PERMIT APPLICATION SUBMITTED BY MILTON JOWERS TO INSTALL A CULVERT IN ROW OF CORNER OF GOUNDHOG AND JAGUAR.
SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY EAST TEXAS LAND & TIMBER TO HAUL LOGS ON SCRUB PINE AND ALMOND.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY TREECO TO HAUL LOGS ON REINDEER & RACCOON.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY LASCO, INC. TO HAUL LOGS ON NUTHATCHER AND MARTIN.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY FOREST RESOURCE RECOVERY TO HAUL LOGS ON BOB-O-LINK AND BLUEBELL.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY LUMUS TIMBER TO HAUL LOGS ON SNAPDRAGON AND NASTURTIUM.

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

ITEM NOT ON AGENDA: JOE COX, COUNTY SURVEYOR, MET WITH COURT TO REPORT UNSURVEYED SCHOOL LAND. JUDGE STILL STATED THIS WOULD NEED TO BE PUT ON AGENDA. NO ACTION TAKEN.

COUNTY TREASURER SUBMITTED JURY LIST FOR RECORDING PURPOSES ONLY.

MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO ADJOURN. MOTION CARRIED.

COPY OF ATTENDANCE SHEET PLACED INTO MINUETS FOR RECORDING PURPOSES ONLY.

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JUDGE CHARLES STILL

COMMISSIONER GADDIS LINDSEY

COMMISSIONER TOMMY STANLEY

COMMISSIONER DAVID LOYD

COMMISSIONER CHARLES (KENNEY) THOMPSON

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UPSHUR COUNTY

BUDGET AMENDMENTS

The following budget amendments were approved this the 27 TH day of NOVEMBER, 19 96.

Charles Still, County Judge

Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley, Comm. Pct. 2

David Loyd, Comm. Pct. 3

Kenny Thompson, Comm. Pct. 4

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 PM 3:10
UPSHUR COUNTY, TX.
BY _____
DEPUTY

VOL 47 PG 151

BUDGET AMENDMENT

Date: 11-27-96

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following transfer from Reserves:

	FUND	DEPT.	ACCOUNT	AMOUNT
From:	17	271	0000	348,852.92
To:	17	613	3340	348,852.92

Reason:

David Ford
Department Head PCT. 3

Reg Shaw
Attest - County Clerk

INVESTMENT REGISTER AS OF 10/31/96

	$ INVESTED	% RATE	MATURITY DATE	DAYS
UPSHUR COUNTY OPERATING CD#12217	200,000.00	5.22%	02/18/97	368
UPSHUR COUNTY OPERATING CD#12286	300,000.00	5.44%	03/14/97	365
UPSHUR COUNTY OPERATING CD#12353	300,000.00	5.63%	04/09/97	365
UPSHUR COUNTY OPERATING CD#12420	400,000.00	5.52%	11/12/96	183
UPSHUR COUNTY OPERATING CD#12470	335,000.00	5.52%	11/27/96	180
UPSHUR COUNTY OPERATING CD#12495	550,000.00	5.72%	12/09/96	181
UPSHUR COUNTY OPERATING CD#12550	575,000.00	5.79%	01/06/97	181
UPSHUR COUNTY OPERATING CD#12730	700,000.00	5.68%	03/24/97	181
UPSHUR COUNTY OPERATING CD#12731	300,000.00	5.61%	12/23/96	90
UPSHUR COUNTY OPERATING CD#12781	300,000.00	5.49%	04/14/97	180
UPSHUR COUNTY OPERATING CD#12813	200,000.00	5.46%	11/27/96	27

TOTAL OPERATING FUND 4,160,000.00

TOTAL INVESTMENTS 5,879,013.30

	$ INVESTED	% RATE	MATURITY DATE	DAYS
UPSHUR COUNTY PERMANENT SCHOOL CD#12422	1,010,553.39	5.52%	11/12/96	182
UPSHUR COUNTY AVAILABLE SCHOOL CD#12782	123,459.91	5.42%	01/14/97	90
TOTAL SCHOOL FUNDS	1,134,013.30			
UPSHUR COUNTY INSURANCE CD#12421	50,000 00	5.52%	11/12/96	183
UPSHUR COUNTY INSURANCE CD#12471	50,000.00	5.52%	11/27/96	180
UPSHUR COUNTY INSURANCE CD#12522	60,000.00	5.61%	12/23/96	180
UPSHUR COUNTY INSURANCE CD#12551	250,000.00	5.79%	01/06/97	181
UPSHUR COUNTY INSURANCE CD#12732	75,000.00	5.68%	03/24/97	63
UPSHUR COUNTY INSURANCE CD#12812	100,000.00	5.53%	04/29/97	181

TOTAL INSURANCE FUND 585,000.00

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TREASURER'S MONTHLY REPORT
BY MYRA HARRIS, COUNTY TREASURER

OCTOBER 1 THROUGH OCTOBER 31, 1996

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENTS	TOTAL DEPOSITS
OPERATING ACCOUNT	5,642,012.96	573,667.99	860,599.34	5,355,081.61	573,662.32	860,996.05	61,068.31	5,294,013.30	5,355,081.61
INSURANCE ACCOUNT	658,291.58	33,862.25	48,669.96	643,483.87	239,000.00	229,000.00	58,483.87	585,000.00	643,483.87
TOTALS	6,300,304.54	607,530.24	909,269.30	5,998,565.48	812,662.32	1,089,996.05	119,552.18	5,879,013.30	5,998,565.48

INDEBTEDNESS

1991 CERTIFICATES OF OBLIGATION	1,535,000.00
ROAD & BRIDGE #2/WHEEL LOADER	24,403.34
ROAD & BRIDGE #2/TRACTOR & MOWER	20,555.72
ROAD & BRIDGE #2/TRACTOR BACKHOE	23,571.22
ROAD & BRIDGE #1/TRACTOR & MOWER	24,059.85
GILMER NATIONAL BANK PROPERTY	223,909.27
TOTAL INDEBTEDNESS	1,851,499.40

(INVESTMENT REGISTER ON BACK)

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 PM 2:54
UPSHUR COUNTY, TX.
BY _____ DEPUTY

AFFIDAVIT

The above information is found to be true and correct.

Charles L. Still
County Judge, Charles L. Still

Gaddis Lindsey
Commissioner, Pct. 1, Gaddis Lindsey

Tommy Stanley
Commissioner, Pct. 2, Tommy Stanley

David Loyd
Commissioner, Pct. 3, David Loyd

Charles K. Thompson
Commissioner, Pct. 4, Charles K. Thompson

Submitted under the provision of the Local Government Code Section 114.026

Myra Harris
Myra Harris, County Treasurer

VOL 417 PG 153

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11-11-96 Dept. 409

Employee Todd Parish

Social Security No _____ Emp ID# 828

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	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	$1891.03/mo	
	Department		
	Position		

FILED FOR RECORD
96 NOV 27 PM 2:53
UPSHUR CO. TX.
COUNTY CLERK

REASON(S) FOR THE CHANGE(S)

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

Comments Solid Waste Officer funded by State Grant - Fund 39 18,333.33 annual.

Authorized by

Approved by R D Cain Date 11-11-96

BP G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

VOL PG

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11-01-96 Dept Jail/Dispatch

Employee Joe Daniels

Social Security No 466-92-2365 Emp. ID# 775

X	CHANGES(S)	FROM	TO
	Grade Step	14.12 1625.00	14.13 1650.00
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED
REX A. SHAW
COUNTY CLERK
95 NOV 27 PM 2:54
UPSHUR COUNTY, TX.
DEPUTY

Comments

Authorized by.

Approved by. R.O. Crain Date. 11-21-96

BP-G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 12-01-96 Dept Jail / Dispatch

Employee James E Griswold

Social Security No. 527-58-5117 Emp ID# 322

	CHANGES(S)	FROM	TO
X	Grade Step	14.16 1725	14.13 1650.00
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 P1 2:54
BY: [illegible] DEPUTY

Comments

Change from Jail to Dispatch
no longer Sgt

Authorized by

Approved by R.E. Crow Date 11-21-96

BP G1503

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Upshur County Treasurer
THE SOFTWARE GROUP, INC

PAYROLL/PERSONNEL SYSTEM
CHECK REGISTER

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PAGE 1

CHECK	Check Date	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
59587-P	11/27/96	11/27/96	STILL, CHARLES L	2,330 58	N	
59588-P	11/27/96	11/27/96	CAIN, DERONDA KAYE	1,223 38	N	
59589-P	11/27/96	11/27/96	CHILDRESS, JANIS L	846 40		
59590-P	11/27/96	11/27/96	MCBRIDE, JUDITH A	685 81		
59591-P	11/27/96	11/27/96	MORRIS, ADDIE RENE	1,110 41	N	
59592-P	11/27/96	11/27/96	RODENBERG, ROBIN D	554 60	N	
59593-P	11/27/96	11/27/96	SHAW, REX AUDENE	1,642 93	N	
59594-P	11/27/96	11/27/96	LOYD, DANNY MICHAEL	1,355 73	N	
59595-P	11/27/96	11/27/96	LOFTIS, JO ANN	1,046 31	N	
59596-P	11/27/96	11/27/96	DRENNAN, DEANNA R	2,267 82		
59597-P	11/27/96	11/27/96	ENGLISH, LOUIE M	1,121 72		
59598-P	11/27/96	11/27/96	ROSS, TERRI LYNN	1,282 94	N	
59599-P	11/27/96	11/27/96	STEGALL, WILLA	253 96	N	
59600-P	11/27/96	11/27/96	BERRY, D DENISE	847 01	N	
59601-P	11/27/96	11/27/96	CHEVALIER, MELISSA K	961 66		
59602-P	11/27/96	11/27/96	HAMBERLIN, FRANKIE M	1,040 74	N	
59603-P	11/27/96	11/27/96	HENSON, TEENA	975 03		
59604-P	11/27/96	11/27/96	KIMERY, PAULA D	323 41		
59605-P	11/27/96	11/27/96	PATE, CASEY N	923 17	N	
59606-P	11/27/96	11/27/96	RAY, HORACE ANDY	1,655 26	N	
59607-P	11/27/96	11/27/96	STINNETT, SCARLETT T	988 42	N	
59608-P	11/27/96	11/27/96	COSTON, WANDA C	1,372 65		
59609-P	11/27/96	11/27/96	CROW, JAMES A	1,326 08	N	
59610-P	11/27/96	11/27/96	MILLER, JEAN	522 11		
59611-P	11/27/96	11/27/96	PERRY, CAROLYN JO	1,051 25	N	
59612-P	11/27/96	11/27/96	POTTER, LYLE M JR	1,221 61		
59613-P	11/27/96	11/27/96	RAY, WILLIAM VALTON	1,142 84	N	
59614-P	11/27/96	11/27/96	BRUNSON, MARY DELL	1,259 71	N	
59615-P	11/27/96	11/27/96	JONES, CAROLYN SUE	1,358 52	N	
59616-P	11/27/96	11/27/96	JONES, EVELYN D	1,343 40	N	
59617-P	11/27/96	11/27/96	LINGLE, J RICHARD JR	1,651 11	N	
59618-P	11/27/96	11/27/96	MOORE, BARBARA L	1,091 16	N	
59619-P	11/27/96	11/27/96	NORTON, ANGELA J	2,206 82		
59620-P	11/27/96	11/27/96	EAST, KAREN A	1,083 10	N	
59621-P	11/27/96	11/27/96	SHEPPERD, BEN C	2,075 94		
59622-P	11/27/96	11/27/96	HARRIS, MYRA NELL	920 72	N	
59623-P	11/27/96	11/27/96	STEELMAN, KARMEN CITA	873 09	N	
59624-P	11/27/96	11/27/96	TUEL, LINDA LOUISE	999 87	N	
59625-P	11/27/96	11/27/96	BOWDEN, CLAUDENE	1,014 97	N	
59626-P	11/27/96	11/27/96	DAVIS, LAVADA M	1,157 90	N	
59627-P	11/27/96	11/27/96	DAVIS, SHERRY R	1,011 58	N	
59628-P	11/27/96	11/27/96	EVANS, BERNADINE A	861 02		
59629-P	11/27/96	11/27/96	FAILS, PATSY M	1,046 73	N	
59630-P	11/27/96	11/27/96	GENTRY, PAULA A	1,029 22		
59631-P	11/27/96	11/27/96	HALLMAN, CHRISTIE J	988 32	N	
59632-P	11/27/96	11/27/96	HOLLOWAY, BARBARA J	1,134 38	N	
59633-P	11/27/96	11/27/96	HUTCHINS, WANDA L	904 74	N	
59634-P	11/27/96	11/27/96	JAMISON, HANNAH S	575 19		
59635-P	11/27/96	11/27/96	SMITH MICHEAL LOYD	1,757 86	N	
59636-P	11/27/96	11/27/96	WEBB, TERRI L	1,034 19	N	
59637-P	11/27/96	11/27/96	COOK, JOHN RUBIN	1,191 04	N	
59638-P	11/27/96	11/27/96	DANIELS, CHARLES D	969 04	N	

Upshur County Treasurer
THE SOFTWARE GROUP INC

PAYROLL/PERSONNEL SYSTEM
CHECK REGISTER

16 22 10 27 NOV 1996
PAGE 2

CHECK	Check Date	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
59639-P	11/27/96	11/27/96	LOYD, KEVIN M	310 21		
59640-P	11/27/96	11/27/96	ROEDER, RAYMOND R	1,383 67	N	
59641-P	11/27/96	11/27/96	HOLT, DNIE JR	990 53	N	
59642-P	11/27/96	11/27/96	ROGERS, WILLIAM A	1,021 78		
59643-P	11/27/96	11/27/96	JENKINS, STANLEY EUGENE	853 20	N	
59644-P	11/27/96	11/27/96	HENSON, CLODDIE D	537 25	N	
59645-P	11/27/96	11/27/96	ALFORD, JOHN MATTHEW	1,422 52	N	
59646-P	11/27/96	11/27/96	BENGE, RONALD DALE	1,181 21	N	
59647-P	11/27/96	11/27/96	BETTERTON, ANTHONY S	1,599 00	N	
59648-P	11/27/96	11/27/96	BURRIS, RANDY DAVID	1,513 35	N	
59649-P	11/27/96	11/27/96	CROMLEY, ROBERT ALLEN	1,479 61	N	
59650-P	11/27/96	11/27/96	CROSS, RICHARD D	1,624 76	N	
59651-P	11/27/96	11/27/96	DAVIS, MICHAEL WAYNE	1,448 91		
59652-P	11/27/96	11/27/96	DECUIR, JAMES A	1,448 34	N	
59653-P	11/27/96	11/27/96	FORTSON, LARRY WAYNE	1,511 96	N	
59654-P	11/27/96	11/27/96	HAYS, SHELIA R	1,112 92	N	
59655-P	11/27/96	11/27/96	JORDAN, MURRAY K	1,670 76	N	
59656-P	11/27/96	11/27/96	MATTHEWS, G NELL	953 98		
59657-P	11/27/96	11/27/96	ROACH, KAY LYNN	1,551 38	N	
59658-P	11/27/96	11/27/96	ROBERTS, GARY DALE	1,409 06		
59659-P	11/27/96	11/27/96	SALDIS, GEORGE CARL	1,397 27	N	
59660-P	11/27/96	11/27/96	YOUNG, LELAND WAYNE	1,147 02	N	
59661-P	11/27/96	11/27/96	BARBER, B DARLENE	1,168 56	N	
59662-P	11/27/96	11/27/96	BEAN, ELIZABETH M	1,201 81	N	
59663-P	11/27/96	11/27/96	BETTERTON, NANCY LYN	1,601 35	N	
59664-P	11/27/96	11/27/96	BISHOP, CODI B	1,133 06		
59665-P	11/27/96	11/27/96	CLARK, DEBRA MICHELLE	1,193 06		
59666-P	11/27/96	11/27/96	COPELAND, MELINDA D	1,288 69		
59667-P	11/27/96	11/27/96	DANIELS, JOE NATHAN	979 58		
59668-P	11/27/96	11/27/96	EDGE, PAMELA S	1,140 48		
59669-P	11/27/96	11/27/96	EDWARDS, SANDRA D	1,239 24	N	
59670-P	11/27/96	11/27/96	FENNELL, SHERRY L	1,129 57	N	
59671-P	11/27/96	11/27/96	GRISWOLD JAMES E	1,279 61	N	
59672-P	11/27/96	11/27/96	HELFENSTILL, RAY D	1,125 11	N	
59673-P	11/27/96	11/27/96	HOPKINS, ALICE MATHIS	930 69	N	
59674-P	11/27/96	11/27/96	JENKINS, STANLEY E	1,236 62	N	
59675-P	11/27/96	11/27/96	JOHNSON, JENNIFER A	829 93		
59676-P	11/27/96	11/27/96	JONES PENNY L	290 90		
59677-P	11/27/96	11/27/96	MONTS, BRANDY L	1,213 77		
59678-P	11/27/96	11/27/96	MOORE, JERRY A	1,270 55	N	
59679-P	11/27/96	11/27/96	MURPHY, NADRA H	1,269 47	N	
59680-P	11/27/96	11/27/96	WALKER, DIANE	942 12	N	
59681-P	11/27/96	11/27/96	WHORTON, PAULA N	1,150 60	N	
59682-P	11/27/96	11/27/96	WILLIAMS, BILLY JOE	1,205 60		
59683-P	11/27/96	11/27/96	BROWN, CHRISTOPHER E	1,830 48		
59684-P	11/27/96	11/27/96	GEE, JAMES R	1,497 60		
59685-P	11/27/96	11/27/96	GRANT, GLENDA ANN	1,036 16		
59686-P	11/27/96	11/27/96	HANCOCK, KATHRYN E	1,219 03		
59687-P	11/27/96	11/27/96	HUDGINS, ROYCE L III	1,810 15	N	
59688-P	11/27/96	11/27/96	JACKSON, SHANE	1,746 15		
59689-P	11/27/96	11/27/96	MAYFIELD, KENNETH MURL	570 67	N	
59690-P	11/27/96	11/27/96	MCCAY, WILLIAM CARTER	1,953 12	N	

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CHECK	Check Date	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
59691-P	11/27/96	11/27/96	PHILLIPS, KRISTIE D	616 00		
59692-P	11/27/96	11/27/96	RAY, JIMMY DARRELL	2,240 12		
59693-P	11/27/96	11/27/96	SPIVEY, JOHN K	1,587 90		
59694-P	11/27/96	11/27/96	STANFIELD, VICKY JONES	1,500 25		
59695-P	11/27/96	11/27/96	STOCKS, JO ANN	2,283 80	N	VOID
59695-P	11/27/96	11/27/96	STOCKS, JO ANN	-2 283 80	N	VOID
59696-P	11/27/96	11/27/96	WARREN, SHERRY L	971 46		
59697-P	11/27/96	11/27/96	FLUELLEN, LEWIS D L	1,592 29		
59698-P	11/27/96	11/27/96	MITCHELL, RONNIE GENE	2,516 28	N	
59699-P	11/27/96	11/27/96	SMITH, MELINDA L	1,231 81	N	
59700-P	11/27/96	11/27/96	VINES, LISA S	1,339 16	N	
59701-P	11/27/96	11/27/96	WYLIE, MILTON J	1,693 28	N	
59702-P	11/27/96	11/27/96	SMITH, NADRA CITA	927 55	N	
59703-P	11/27/96	11/27/96	BECK, EARNEST EARL	774 76	N	
59704-P	11/27/96	11/27/96	BULLOCK, JOEL K	731 44		
59705-P	11/27/96	11/27/96	DAVIS, CECIL W SR	1,111 83	N	
59706-P	11/27/96	11/27/96	JONES, ELLIS	696 76		
59707-P	11/27/96	11/27/96	LINDSEY, GADDIS M	1,416 77	N	
59708-P	11/27/96	11/27/96	ROBERTSON, OSCAR	1,109 46	N	
59709-P	11/27/96	11/27/96	SMITH, EDDIE J	1,218 16	N	
59710-P	11/27/96	11/27/96	STINE, ANTHONY CARL	599 71		
59711-P	11/27/96	11/27/96	STOKER, JAMES LOUIS	1,488 20	N	
59712-P	11/27/96	11/27/96	WILSON, JAMES R	1,072 31	N	
59713-P	11/27/96	11/27/96	CROCKETT, HARRY JAMES	1,102 06	N	
59714-P	11/27/96	11/27/96	HARGEST, CHARLES P	713 53	N	
59715-P	11/27/96	11/27/96	JEFFERY, DONALD RAY	1,025 97	N	
59716-P	11/27/96	11/27/96	JOHNSON, IVORY GENE	1,466 90	N	
59717-P	11/27/96	11/27/96	JONES, LEON	856 27		
59718-P	11/27/96	11/27/96	NELSON, WILLIAM B	1,055 97		
59719-P	11/27/96	11/27/96	PENDARVIS, ABBOTT LYNN	1,467 15	N	
59720-P	11/27/96	11/27/96	STANLEY, TOMMY LEE	2,066 88	N	
59721-P	11/27/96	11/27/96	YOUNG, JOEY A	885 34	N	
59722-P	11/27/96	11/27/96	DRIGGERS, BOBBY D	1,374 67	N	
59723-P	11/27/96	11/27/96	GAGE, ENNIS P.	797 50		
59724-P	11/27/96	11/27/96	GAGE, PAUL E	1,260 29		
59725-P	11/27/96	11/27/96	GLENN, GEORGE R	508 92	N	
59726-P	11/27/96	11/27/96	LATHAM, GARY D	1,104 18	N	
59727-P	11/27/96	11/27/96	LOYD, DAVID GRANT	2,021 49	N	
59728-P	11/27/96	11/27/96	MILLER, LONNIE E	994 68		
59729-P	11/27/96	11/27/96	PILKINGTON, CHARLES R	914 41		
59730-P	11/27/96	11/27/96	THOMPSON, DANNY R	896 98		
59731-P	11/27/96	11/27/96	TIMMONS, GERALD RAYLUND	781 88		
59732-P	11/27/96	11/27/96	TIMMONS, GERALD WAYNE	1,234 74	N	
59733-P	11/27/96	11/27/96	BALLARD, GERALD WAYNE	1,208 38	N	
59734-P	11/27/96	11/27/96	BLACKSTONE, WILLY PAT	948 09		
59735-P	11/27/96	11/27/96	CAMPBELL, GLENN EDWARD	1,416 24	N	
59736-P	11/27/96	11/27/96	DAVIS, GARY W	1,099 91		
59737-P	11/27/96	11/27/96	HELPENSTILL, EDWIN J	1,115 61		
59738-P	11/27/96	11/27/96	RITTER, DON L	1,070 98		
59739-P	11/27/96	11/27/96	SHAW, TOM P	1,132 11	N	
59740-P	11/27/96	11/27/96	SMITH MELVIN DON	1,136 31		
59741-P	11/27/96	11/27/96	THOMPSON, CHARLES K	2,014 36		

Upshur County Treasurer
THE SOFTWARE GROUP INC

PAYROLL/PERSONNEL SYSTEM
CHECK REGISTER

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CHECK	Check Date	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
59742-P	11/27/96	11/27/96	JOHNSON, GERALD DON	1,486 18	N	
59743-P	11/27/96	11/27/96	ELMORE, STACI M	224 51		
59744-P	11/27/96	11/27/96	GILES, PEGGY J	676 42		
59745-P	11/27/96	11/27/96	MORRISON JOYCE FRANCES	1,599 45	N	
59746-P	11/27/96	11/27/96	SMITH, EMMA JEAN	871 97	N	
59747-P	11/27/96	11/27/96	THOMPSON, NANCY K	872 10	N	
59748-P	11/27/96	11/27/96	THORPE, ASHLYE N	328 99		
59749-P	11/27/96	11/27/96	WILLIAMS, JANET C	970 83	N	
59750-P	11/27/96	11/27/96	CAMPBELL, MARY ROSE	1,140 75	N	
59751-P	11/27/96	11/27/96	LANGFORD, KATHLEEN D	363 64	N	
59752-P	11/27/96	11/27/96	REEVES, DAVID RANDALL	603 85	N	
59753-P	11/27/96	11/27/96	PARISH, TODD L	1,015 09		
59754-P	11/27/96	11/27/96	STOCKS, JO ANN	2,386 51	N	
				196,313 46		
				196,313 46		

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UPSHUR COUNTY
THE SOFTWARE GROUP, INC

ACCOUNTS PAYABLE SYSTEM
Disbursements Made on 11 27/96

02 DEC 1996
PAGE 1

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Check Number	Check Date	Vendor	Check Amount
59909-AP	11/27/96	360 COMMUNICATIONS	$132 82
59910-AP	11/27/96	ATTORNEY GENERAL OF TEXAS	$500 00
59911-AP	11/27/96	EAST TEXAS PROFESSIONAL	$2,170 00
59912-AP	11/27/96	FIRST NATIONAL BANK	$625 00
59913-AP	11/27/96	GILMER NATIONAL BANK	$64,908 69
59914-AP	11/27/96	GILMER NATIONAL BANK	$355 00
59915-AP	11/27/96	GILMER SAVINGS BANK	$50 00
59916-AP	11/27/96	PATTI JILL YOUNG	$240 00
59917-AP	11/27/96	PEBSCO PAYROLL PROCESSING	$1,758 04
59918-AP	11/27/96	RHONDA GAIL YOUNG	$250 00
59919-AP	11/27/96	RUBY COOPER, DISTRICT CLERK	$282 00
59920-AP	11/27/96	TEXAS COUNTY & DISTRICT RETIRE	$41,323 87
59921-AP	11/27/96	UPSHUR COUNTY INSURANCE ACCOUN	$4,006 00
59922-AP	11/27/96	UPSHUR COUNTY INSURANCE ACCOUN	$6,842 03
Total			$123,483 45

COUNTY JUDGE, CHARLES L. STILL

COMMISSIONER PCT#1, GADDIS LINDSEY

COMMISSIONER PCT#3, DAVID LOYD

COMMISSIONER PCT#2, TOMMY STANLEY

COMMISSIONER PCT#4, CHARLES K. THOMPSON

FILED
REKA SHAW
COUNTY CLERK
96 DEC -4 AM 10:18
UPSHUR COUNTY, TX.
BY _____ DEPUTY

UPSHUR COUNTY — A C C O U N T S P A Y A B L E S Y S T E M — 06 DEC 1996

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made from 11/27/96 thru 12/06/96 — PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
59757-AP	11/27/96	A & E MILL AND WELDING SUPPL	$92 35	$32 35	PCT#2-200AMP ELECT HOLDER, 3 FLINT RENEWAL, OX275
				$60 00	PCT#2-SAITECH 7x1/4 x5/8, OX275
59758-AP	11/27/96	ABC AUTO PARTS	$8 07	$8 07	CO S-CUST#9620/LAMP
59759-AP	11/27/96	ACCU CHEM LABORATORIES	$421 00	$111 00	CCP-PROFILES 10/17&18/96
				$73 00	CCP-PROFILES 10/22-24/96
				$226 50	CCP-PROFILES 10/28&30/96
				$10 50	CCP=PROFILE 10/31/96
59760-AP	11/27/96	ACE LOCK & SAFE SERVICE	$4 00	$4 00	CO BLDGS-2 KEYS
59761-AP	11/27/96	AD-COMM TELEPAGE	$168 75	$168 75	JP#1-CAP 1563698/BRAVO CLASSE PAGER 10/96-10/97
59762-AP	11/27/96	AMERICAN INFORMATION SYSTEMS	$1,147 71	$1,147 71	ELECTION-NOV 5'96 MATERIALS/40prec, 1ballot type; 24race issues 1scanner base
59763-AP	11/27/96	ANGELA NORTON	$78 53	$17 99	D A-REIMBURSE/OFFICE SUPPLIES
				$60 54	D A-REIMBURSE/186mi@ 29ea, MEAL(ORAL ARGUMENT, L HALL, JR)
59764-AP	11/27/96	AT & T INFORMATION SYSTEMS	$26 25	$26 25	TELE COMM-ACCT#730317969 0001/NOV 12'96 BILLING
59765-AP	11/27/96	BARRY WALLACE, ATTY	$856 00	$356 00	D CT-CAUSE#11,659 CHARLES RINEHART 10/29/96
				$250 00	D CT-CAUSE#11,711 DANIEL WOOTEN II
				$250 00	D CT-CAUSE#11,667 CHARLES TEMS, JR
59766-AP	11/27/96	BAXTER SALES CO., INC	$1,468 55	$1,267 35	CO JAIL-JANITORIAL SUPPLIES
				$201 20	CO JAIL-CUST#100950/DETERGENT, STAIN REMOVER
59767-AP	11/27/96	BILL MITCHELL	$150 00	$150 00	PCT#3-GRAVEL/75 YDS @ $2 00
59768-AP	11/27/96	BOB BARKER CO., INC	$253 51	$202 05	CO JAIL-CUST#UPSTXO/RAZORS, SHAVE CREAM, FREIGHT
				$51 46	CO JAIL-CUST#UPSTXO/BELT, CAPS, BAG
59769-AP	11/27/96	BOWIE COUNTY JUVENILE	$150 00	$150 00	ISF-DETENTION/J B (3days@$50 00ea)
59770-AP	11/27/96	BRAD MORIN	$250 00	$250 00	D CT-CAUSE#11,771/JACKIE TRUMAN DUNN
59771-AP	11/27/96	BROOKSHIRES	$282 25	$161 14	D A-SHELLEY MORRIS/HOT CK RESTITUTION
				$68 11	DA-PATRICIA DENTON/HOT CHECK RESTITUTION
				$53 00	DMARY CHANDLER/HOT CHECK RESTITUTION
59772-AP	11/27/96	BROWN ASPHALT PAVING INC	$348,852 92	$348,852 92	PCT#3-(9180 34)TONS ASPHALT OVERLAY(ASSORTED ROADS)

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Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
59773-AP	11/27/96	BUENA VISTA HOME FOR BOYS	$23 00	$23 00	ISP-MEDICAL/B R @PLACEMENT
59774-AP	11/27/96	BURBA'S COMPUTER ENTERPRISES	$225 00	$225 00	JUV PROB-COMPUTER MAINT 10/23,28,31/96 11/4/96
59775-AP	11/27/96	CANON SERVICE COMPANY	$181 50	$116 50	JC-REPLACED AC TRANSFORMER
				$65 00	CO BLDGS-CHECKED SYSTEM;REPLACEDSWITCH
59776-AP	11/27/96	CAVENDER'S BOOT CITY	$74 97	$74 97	CO S-UNIFORM PANTS (36 X 34)
59777-AP	11/27/96	CHAMBERLAIN'S HOME CENTER	$90 77	$90 77	CO BLDGS-CUST#205/BULBS
59778-AP	11/27/96	CHEROKEE COUNTY	$371 00	$103 00	CO CT-CAUSE#MI 19,036/MANUEL MOLLIMAN(MENTAL)
				$268 00	CO CT-CAUSE#MI 19,045/KATE MAYBERRY(MENTAL)
59779-AP	11/27/96	CHRISTIE HALLMAN	$52 50	$52 50	CO TAX-REIMBURSE/REIMBURSE MEALS@V G YOUNG CONF
59780-AP	11/27/96	CITY DRUG COMPANY	$16 45	$16 45	SUP-PICTURES
59781-AP	11/27/96	CITY OF GILMER	$1,596 39	$15 00	BANK ANNEX-ACCT#120151000/NOV 19/96 BILLING
				$15 00	POTEF BLDG-ACCT#120171000/NOV 19/96 BILLING
				$1,151 85	J CTR-ACCT#010067500/NOV 19/96 BILLING
				$15 00	DRIVE IN-ACCT#010076050/NOV 19/96 BILLING
				$101 00	ROCK BLDG-ACCT#130345000/NOV 19/96 BILLING
				$298 54	CO CT HOUSE-ACCT#130274000/NOV 19/96 BILLING
59782-AP	11/27/96	COMMUNITY CORRECTIONS, INC	$2,480 00	$2,480 00	ISP-OCT 96 PLACEMENT COSTS/J W (31days@$80 00per day)
59783-AP	11/27/96	COMPLETE BUSINESS	$479 32	$114 48	CO CLK-CUST#LN0461/RICOH F5540(8480 COPIES MADE 10/01/96-11/01/96)
				$45 63	CO TAX-CUST#LN0461/RICOH F5540(3380 COPIES MADE 10/01/96-11/01/96)
				$25 61	CO LIB-CUST#LN0461/COPY COUNT CONT (1829 COPIES 11/01/96-12/01/96)
				$29 24	CO EXT-CUST#LN0461/RICOH F3060(2166 COPIES 10/01/96-11/01/96)
				$5 51	CO AUD-CUST#408/RICOH F4415(408 COPIES 10/01/96-11/01/96)
				$15 04	JP-CUST#LN0461/RICOH F4415(1114 COPIES 10/01/96-11/01/96)
				$4 77	JP#1-CUST#LN0461/COPY COUNT CONT (336 COPIES 10/01/96-11/01/96)
				$40 89	CO JAIL-CUST#LN0461/COPY COUNT CONT/3029 COPIES 10/01/96-11/01/96
				$34 14	CO S-CUST#LN0461/RICOH F4418(2548 COPIES MADE 10/01/96-11/01/96)
				$40 43	D JUDGE-CUST#LN0461/RICOH F4418(2995 COPIES MADE 10/01/96-11/01/96)

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 06 DEC 1996

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made from 11/27/96 thru 12/06 96 — PAGE 3

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$89 32	D CLK-CUST#LN0461/RICOH F5520(6616 COPIES MADE(10/01/96-11/01/96)
				$34 32	CO JUDGE-CUST#LN0461/RICOH F5520(2542 COPIES MADE 10/01796-11/01796)
59784-AP	11/27/96	DARLENE BARBER	$10 80	$10 80	CO JAIL-REIMBURSE/MEALS(TRANSPORT DANA COMSTOCK, GATESVILLE)
59785-AP	11/27/96	DARR EQUIPMENT COMPANY	$59 79	$59 79	PCT#3-CYLINDER ON CONSOLE FOR 120 MAINTAINER
59786-AP	11/27/96	DAVID P MOONEY	$150 00	$150 00	CO ENG-SERVICES RENDERED, OCT'96
59787-AP	11/27/96	DENNIS R SPENCE, D D S , M S	$50 00	$50 00	CO JAIL-GLEEVIE 10/29/96 EXAM
59788-AP	11/27/96	DIAMOND SHAMROCK	$13 34	$13 34	CO S-ACCT#770 057 75/GASOLINE
59789-AP	11/27/96	DOLLAR STORE	$43 05	$43 05	DA-ROBBIE THOMPSON/HOT CHECK RESTITUTION
59790-AP	11/27/96	DONALD & PATSY POPE	$125 00	$125 00	PCT#3-SAND/125 YDS @ $1 00
59791-AP	11/27/96	EAST TEXAS MEDICAL	$310 80	$310 80	CO JAIL-GLEEVIE BROWN/MEDICAL 10/22/96
59792-AP	11/27/96	EAST TEXAS SEPTIC TANK	$550 00	$550 00	J CTF-(1)800gal SAND TRAP, GREASE TRAP, DUMP FEE
59793-AP	11/27/96	ECONOMY AUTO SUPPLY, INC	$33 26	$33 26	CO S-STOP & TAIL LIGHTS, CLEARANCE LIGHTS, WIRE
59794-AP	11/27/96	ELWELL'S OIL & LUBE	$95 50	$17 00	CO S-UNIT#9/OIL, FILTER, LABOR
				$17 00	CO S-UNIT#2/OIL, FILTER, LABOR
				$27 50	CO BLDGS-OIL, FILTER, LABOR, STICKER
				$17 00	CO S-UNIT#11/OIL, FILTER, LABOR
				$17 00	CO S-CROWN VICTORIA/OIL, FILTER, LABOR
59795-AP	11/27/96	ENGINE PARTS & MACHINE	$90 00	$90 00	PCT#3-REBUILT HEADS/UNIT#311
59796-AP	11/27/96	ERGON ASPHALT & EMULSION	$516 46	$516 46	PCT#2-ASPHALT/833GALS
59797-AP	11/27/96	ESMOR-CANADIAN, INC	$2,325 00	$2,325 00	ISP-OCT'96 PLACEMENT COST/J C(31days@$75 00ea)
59798-AP	11/27/96	EXPRESS LUBE DBA	$162 10	$18 95	CO S-UNIT#6/OIL, FILTER, LABOR
				$18 95	CO S-UNIT#17/OIL, FILTER, LABOR
				$29 45	CO S-UNIT#15/OIL, FILTER, LABOR, STICKER
				$18 95	CO S-UNIT#22/OIL, FILTER, LABOR
				$18 95	CO S-FORD LIC#696400/OIL, FILTER, LABOR
				$18 95	CO S-UNIT#17/OIL, FILTER, LABOR
				$18 95	CO S-UNIT#8/OIL, FILTER, LABOR
				$18 95	CO S-UNIT#23/OIL, FILTER, LABOR
59799-AP	11/27/96	FANNIN FARM EQUIPMENT	$15 50	$15 50	PCT#3-OCT'96

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Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
					CYL RENT-(1)125oxy(2)145acety(1)280xy
59800-AP	11/27/96	FLOWERS THRIFT STORE	$78 00	$75 00	CO JAIL-(200)LOAVES OF BREAD
59801-AP	11/27/96	GADDIS LINDSEY	$29 62	$29 62	COMM CT-REIMBURSE/60mi@ 29ea, MEALS(BEAVER CONTROL)
59802-AP	11/27/96	GCR LONGVIEW TRUCK TIRE CENT	$1,129 39	$1,129 39	PCT#1-(1)344-125 TIRE, SERVICE CALL, DISTMT&MT
59803-AP	11/27/96	GENERAL TELEPHONE COMPANY	$2,950 73	$48 42	SHERIFF-3615/OCTOBER 25'96 BILLING
				$297 96	SUP-#L00-5457/NOV 7'96 BILLING
				$2,574 63	TELE COMM-#843-3083/NOV 13'96 BILLING
				$29 72	TELE COMM-#636-9970/NOV 13'96 BILLING
59804-AP	11/27/96	GILMER CHAMBER OF COMMERCE	$1,991 00	$1,991 00	NON DEPT-ADVERTISE/N ET TX MAP, YULEFEST DECORATIONS
59805-AP	11/27/96	GILMER COUNSELING SERVICES	$2,250 00	$2,250 00	ISP-SEPT'96&OCT'96 GROUP&INDIVIDUAL COUNSELING
59806-AP	11/27/96	GILMER DISCOUNT TIRE	$29 95	$29 95	CO S-ALIGNMENT
59807-AP	11/27/96	GILMER DRUG COMPANY	$200 67	$3 40	CO JAIL-JESUS ANGELO/PRESCRIPTIONS
				$17 99	CO JAIL-MORRIS WILSON/PRESCRIPTION
				$48 15	CO JAIL-JESUS ANGELO/PRESCRIPTIONS
				$9 09	CO JAIL-RAY WATERS/PRESCRIPTION
				$5 79	CO JAIL-WILLIE BROWN/PRESCRIPTION
				$16 27	CO JAIL-WILLIE BROWN/PRESCRIPTIONS
				$69 29	CO JAIL-J JOHNSON, G BROWN, R WATERS, N MITCHELL /PRESCRIPTIONS
				$5 60	CO JAIL-MORRIS WILSON/PRESCRIPTION
				$9 09	CO JAIL-RAY WATERS/PRESCRIPTION
59808-AP	11/27/96	GILMER OFFICE CENTER	$405 52	$29 50	D CLK-500 BUSINESS CARDS-HORACE RAY
				$5 85	JUV PROB-COPY HOLDER FOR COMPUTER
				$285 00	D A -COPY PAPER (8 1/2 X 11)
				$26 44	CO CLK-2 PKG TABS: 2-HOLE PUNCH
				$19 99	CO JAIL-PRINTER LABELS
				$1 17	CO TREAS-MAILER ENVELOPES
				$1 02	CO S-ROLODEX CARDS
				$37 55	DA-FAX, BASKETS
59809-AP	11/27/96	GOOD SHEPHERD MEDICAL CENTER	$602 25	$602 25	CO JAIL-ACCT#29138922/DANNA COMSTOCK 10/14/96
59810-AP	11/27/96	GOVERNMENT RECORDS SERVICES	$6,645 60	$275 00	REC MANG-16mm CAMERA RENTAL W/EASEL 10/96
				$334 90	REC MANG-2101 16mm SILVER DUPLICATIONS
				$6,035 70	CO CLK-CUST#309/MICRO FILMING&INDEXING 10/30/96
59811-AP	11/27/96	GREGG CO JUVENILE PROBATION	$600 00	$600 00	JUV PROB-DETENTION/R M (10days@$60 00ea)

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
59812-AP	11/27/96	GWEN LODEN, ATTY AT LAW	$250.00	$250.00	D CT-CAUSE#J-16-96/M S M 10/30/96
59813-AP	11/27/96	H&D TIRE & AUTOMOTIVE	$3,552.70	$295.76	CO S-TIRES (UNIT 17), RECYCLE FEE, LABOR
				$47.31	PCT#4-DRILL TAP DIE, CONDUIT, SCREWS, 1/2 STRAP, LIGHT LENS
				$4.84	PCT#1-HOLD DOWN PARTS
				$139.34	PCT#4-HYDRAULIC FITTINGS, HYDRAULIC FITTINGS, DUCK TAPE1
				$14.00	PCT#3-TUBE, LABOR
				$14.39	PCT#4-TWIN FLOOD LIGHT KIT
				$655.28	PCT#1-TIRES, RECYCLE FEE, TUBES
				$293.16	CO S-TIRES, RECYCLE FEE, LABOR, WHEEL STUDS
				$1.54	PCT#2-CREDIT FOR 10 PVC PIECES, PVC "L'S", HOSES, LOCK NUTS
				$90.27	PCT#3-BRAKE SHOES, CORE CHARGE, CIRCUIT BREAKER, WHEEL CYLINDER (2), SPRING KIT, DISC, RING TERMINAL (2)
				$27.27	PCT#3-WHEEL CYLINDER
				$3.04	CT HSE-LAMP HOLDER
				$24.75	PCT#1-BOOTS
				$30.65	PCT#3-HOSE, FITTINGS
				$5.56	CT HSE-FUEL ADDITIVE
				$23.20	PCT#4-FUSES, GLOVES
				$6.32	PCT#1-HARDNER, SANDING DISC
				$32.14	J CTR-"K" BELT, RIB BELT
				$15.29	CT HSE-JIGSAW BLADES
				$63.99	PCT#3-BLADES, SIZE D BATTERIES (4 PK)
				$0.65	CT HSE-BRUSH
				$6.31	PCT#1-FILTER
				$16.27	PCT#3-WEDGE, CUP HOLDER
				$363.96	PCT#1-TIRES, RECYCLE FEE, LABOR
				$108.85	PCT#1-METAL BRAKE PADS, AXE HANDLE
				$19.33	PCT#3-FILTERS, LABOR, BOLT
				$15.44	PCT#1-SCREWDRIVER BIT, SCREWDRIVER
				$326.28	PCT#3-TIRES, RECYCLE FEE, LABOR, HINGE PIN KIT, TOOL
				$6.26	CT HSE-PULLER
				$24.75	PCT#1-RUBBER BOOTS
				$3.35	PCT#1-WIPER BLADES
				$395.71	PCT#2-TIRE, RECYCLE FEE
				$7.20	PCT#2-STARTER DRIVE
				$9.10	PCT#3-WIPER BLADES, TOWELS
				$36.00	PCT#4-O'RING, TUBE
				$55.40	PCT#1-BRAKE FLUID, GLOVES, 5 GAL GREASE
				$2.95	CT HSE-CONNECTOR & DISC
				$39.50	CO F-GLOVES
				$3.95	CT HSE-LINK
				$110.00	PCT#3-SHOCKS
				$13.50	PCT#1-SPARK PLUGS

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Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$72 83	PCT#3-RADIATOR HOSE, BUSH HOG BOLT KITS; AUTO GLASS CLEANER, PROTECTANT, TARP STRAPS; SPARK PLUGS
				$96 52	PCT#4-ALTERNATOR, BELTS(2); CHUCKS
				$14 38	CT HSE-ROACH SPRAY
				$7 30	PCT#3-FLAT STEEL
				$23 09	PCT#3-TUBE; OUTLET SURGE STRIP
				$14 04	PCT#3-THERMOSTAT, GASKET, ADAPTOR; GASKET MAKER FORNEY STEEL
				$10 89	PCT#1-SIZE-MIX; MAIL BOX
				$3 90	CO JAIL-COUPLERS, CONNECTORS, ANCHORS & SCREWS
				$5 92	CT HSE-BULBS
				$11 12CR	PCT#4-RETURNED 2 LIGHT/LENS
				$31 24CR	PCT#3-RETURNED WHEEL CYLINDER
				$8 20CR	PCT#3-RETURNED HINGE PIN KITS
59814-AP	11/27/96	HEALTHCARE PARTNERS	$10 416 42	$10,416 42	125 PLAN CONTRIBUTIONS 11/27/96 PAYROLL(103 EMP)
59815-AP	11/27/96	HENRY WHITLEY, P C	$250 00	$250 00	D CT-CAUSE#11,625 PAUL DAVID BATES
59816-AP	11/27/96	HERBERT L YOUNG	$3,953 71	$1,306 52	PCT#3-DIESEL(515 GALS), GASOLINE(910 GALS)
				$2,445 17	PCT#2-(1225)gals DIESEL(1320)gals UNLEAD PREM GAS
				$15 00	PCT#3-SOLVENT
				$156 77	CO BLDGS-155 GALS GASOLINE
				$29 97	PCT#2-(30)gals LEAD REG GAS
59817-AP	11/27/96	IMATION VAR3719 (JI)	$303 75	$303 75	CO S-35MM BULK FILM(9 PKG @25 PER PKG)
59818-AP	11/27/96	INDUSTRIAL ELECTRONIC SUPPLY	$33 57	$33 57	CTR-DUST#089051/MICROSWITCHES
59819-AP	11/27/96	IRVIN-TIRE COMPANY	$247 36	$199 36	CO S-UNIT#20/TIRES
				$48 00	CO S-UNIT#20/STEMS, MT, BALANCE 4 TIRES
59820-AP	11/27/96	J T ABRON	$216 00	$216 00	PCT#2-SAND/GRAVEL/36 LOADS @ $6 00
59821-AP	11/27/96	JOHN DEERE CREDIT	$1,489 19	$1,489 19	PCT#2-ACCT#17-999994161/JD WHEEL LOADER(12'96)
59822-AP	11/27/96	JOHN DEERE CREDIT	$853 40	$853 40	PCT#2-INV#77303/ACCT#999994161/TRACTOR BACKHOE (12'96)
59823-AP	11/27/96	KARMEN STEELMAN	$12 64	$12 64	COMPUTER-REIMBURSE/43 6mi@ 29ea;(I DEAL@LONGV IEW)
59824-AP	11/27/96	KATHY LANGFORD	$182 79	$182 79	CO EXT-REIMBURSE/542mi@ 29ea MEALS 10/96
59825-AP	11/27/96	KAY BROWN	$17 76	$17 76	CO JAIL-REIMBURSE/MEAL(TRANSPORT PRISONERS@HARRIS&JEFFERSON COUNTY)

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 06 DEC 1996
Approved Disbursements
ALL Checking Accounts
THE SOFTWARE GROUP, INC — Disbursements Made from 11/27/96 thru 12/06/96 — PAGE 7

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
59826-AP	11/27/96	KIM'S KWIK STOP	$35 57	$35 57	PEER-OCT'96 GAS FOR VAN
59827-AP	11/27/96	KIRBY RESTAURANT SUPPLY	$110 00	$110 00	CO JAIL-ACCT#70097/DISHWASHER MAINTENANCE
59828-AP	11/27/96	KIRKPATRICK & O'DONNELL	$1,335 20	$228 48	PCT#1-BRAKE ASSY, SCREW, CABLE, GROMMETT
				$1,106 72	PCT#1-CALIPER ASSY, LEVER, NUT, YOKE, PIN, SCREW
59829-AP	11/27/96	LAIDLAW WASTE SYSTEMS	$700 30	$700 30	WASTE-ACCT#070-20542/BASIC SERVICE 10/31/96 RENTAL
59830-AP	11/27/96	LANSDALE TV SALES&SERVICE	$2 29	$2 29	CO E-(1)TL-PKUP PART
59831-AP	11/27/96	LASALLE COUNTY	$2,480 00	$2,480 00	ISP-OCT'96 PLACEMENT/H C (31days@$80 00ea)
59832-AP	11/27/96	LAWYERS COOPERATIVE PUBLISHI	$71 00	$71 00	LAW LIB-ACCT#918116 83031/ALR FEDERAL VOLUME 133, SHIPPING
59833-AP	11/27/96	LISA VINES	$225 65	$225 65	PEER-REIMBURSE/225mi@ 28ea, MEALS/LODGING 11/96
59834-AP	11/27/96	LONG MOTOR COMPANY, INC	$36 88	$36 88	CO E-CUST#8432041/TENSIONER ASSEMBLY
59835-AP	11/27/96	LONGVIEW ASPHALT INC	$3,078 06	$1,711 58	PCT#3-(75 48)TONS OIL DIRT@$23 50per ton
				$1,366 48	PCT#3-(35 46)TONS OIL DIRT@$23 50per ton
59836-AP	11/27/96	LONGVIEW NEWSPAPERS, INC	$59 85	$59 85	SUP-ACCT#8433006UPS/SUP OFFICER
59837-AP	11/27/96	M R PATTON	$400 00	$250 00	D CT-CAUSE#563-96/GARY BOWLING
				$150 00	D CT-CAUSE#11,698 LADONNA REYNOLDS
59838-AP	11/27/96	MAYHAN FABRICATORS, INC	$300 00	$300 00	PCT#4-CUST#514 5/REPAIR BACKHOE BUCKET
59839-AP	11/27/96	MED SHOP PHARMACY	$149 01	$149 01	JUV-ACCT#2048/OCT'96 BILLING
59840-AP	11/27/96	MICHAEL MARTIN, ATTY	$400 00	$150 00	D CT-CAUSE#11,712 ANITA RICHEY
				$250 00	D CT-CAUSE#11,636 JOHNNY OTIS FINCH
59841-AP	11/27/96	MIKE REARDON PLUMBING	$46 50	$46 50	CO LIB-REPAIR LEAKS AT SINK
59842-AP	11/27/96	MILLERS SMALL ENGINE REPAIR	$54 98	$54 98	PCT#1-BAR, REMOVE LINK, SHARPEN CHAIN
59843-AP	11/27/96	MYRA HARRIS	$285 92	$285 92	CO TREAS-REIMBURSE/575 2mi@ 29ea, MEALS(TREAS MEETING@TAC)
59844-AP	11/27/96	NADRA MURPHY	$11 44	$11 44	CO JAIL-REIBURSE/MEAL(TRANSPORT T QUILLS; BURNETT UNIT)
59845-AP	11/27/96	NANCIE'S FANCIES	$71 00	$71 00	D A-EDDYE KASIER/HOT CK RESTITUTION

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Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
59846-AP	11/27/96	NATIONAL ELEVATOR INSPECTION	$90 00	$90 00	CO MAINT-#400004620/PREASURE TEST 8/19/96
59847-AP	11/27/96	NATIONAL HEALTH LAB	$36 87	$36 87	CO JAIL-ACCT#46097/CALAMINE, BENADRYL
59848-AP	11/27/96	NATIONSBANK OF DELAWARE, N A	$301 52	$301 52	JUV PROB&PEER-ACCT#1459-1459/NOV 15'96 BILLING
59849-AP	11/27/96	OMNI PUBLISHERS	$16 00	$16 00	SUP-QUICK LAW 95-97
59850-AP	11/27/96	PATHOLOGY ASSOC	$15 00	$15 00	JUV PROB-ACCT#138233/R M ALCOHOL SCREEN
59851-AP	11/27/96	PATRICIA HARRISON	$1,244 00	$90 00	CO CT-COURT REPORTING, 11 4 96
				$220 00	CO CT-COURT REPORTING 11/07/96
				$180 00	D CT-COURT REPORTING 11/08/96
				$90 00	CO CT-COURT REPORTING 11/12/96
				$90 00	CO CT-COURT REPORTING 11/14/96
				$574 00	D CT-STATEMENT OF FACTS 11/15/96
59852-AP	11/27/96	PAULA GENTRY	$63 58	$63 58	CO TAX-REIMBURSE/MEALS@V G YOUNG CONF.
59853-AP	11/27/96	PAULA WHORTON	$297 97	$297 97	P11-REIMBURSE/NENA CONF@PADRE
59854-AP	11/27/96	PEGUES - HURST MOTOR CO	$105 00	$105 00	PCT#2-ACCT#00008346/ROTOR
59855-AP	11/27/96	PITNEY BOWES	$587 76	$587 76	NON DEPT-ACCT#1288928 #401/10/30-11/30/96
59856-AP	11/27/96	PLEASANT HILLS CHILDREN'S HO	$973 00	$973 00	ISP-PLACEMENT/C M (31days@$25 00ea)DENTAL CHRGS
59857-AP	11/27/96	PROFESSIONAL FOOD SYSTEMS	$1,285 86	$463 89	CO JAIL-CUST#17130/ASSORTED FOODS
				$341 49	CO JAIL-CUST#17130/ASSORTED FOODS
				$480 48	CO JAIL-CUST#17130/ASSORTED FOODS
59858-AP	11/27/96	PROFESSIONAL TECHNICAL ASSIS	$2,293 50	$473 50	PCT#4-(1)MIDLAND 70-5308 RADIO/LABOR
				$1,300 00	CO MAINT-(3)UHF/5W/4CHANNEL RADIOS, ANTENIAS
				$126 00	PCT#3-ANTENNAS, ETC
				$239 00	CO S-RADIO BATTERIES, REPAIR PORTABLE-LABOR
				$92 00	PCT#3-REPAIR PORTABLE, LABOR
				$63 00	CO S-ANTENNA FOR PORTABLE; LABOR
59859-AP	11/27/96	QUILL CORPORATION	$54 54	$54 54	I C -5210C CALENDAR REFILL, MONTHLY PLANNER, 5717C CALENDAR REFILL; 3 X 3 STICKY NOTES
59860-AP	11/27/96	R D CROSS	$93 55	$93 55	CO JAIL-REIMBURSE/MEALS(TRANPSORT TONY BRINKLEY 11/7-9/96)
59861-AP	11/27/96	RED OAK TIMBER COMPANY	$300 00	$300 00	PCT#2-GRAVEL/50 LOADS @ $6 00
59862-AP	11/27/96	RICK'S TIRE SERVICE	$165 00	$90 00	PCT#1-SERVICE CALLS(2), MOUNT TIRES(4)
				$25 00	PCT#4-REPAIR FLAT ON ROAD GRADER

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 06 DEC 1996

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made from 11/27/96 thru 12/06/96 — PAGE 9

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$25.00	PCT#4-FLAT REPAIR(ROAD GRADER)
				$25.00	PCT#4-TIRE MOUNT(ROAD GRADER)
59863-AP	11/27/96	SABINE VALLEY COUNSELING CEN	$591.00	$591.00	ISP-PSYCHO EVAL, H L &BG, COUNSELING S
59864-AP	11/27/96	SALEM PRESS, INC	$781.00	$781.00	CO LIB-BOOKS "MASTER PLOTS", BOOKS "SCIENCE FICTION & FANTASY", SHIPPING
59865-AP	11/27/96	SCHWAAB, INC	$312.70	$255.00	STAMP RACK, 10 PRE-INKED STAMPS, SHIPPING
				$57.70	DA-DATER
59866-AP	11/27/96	SHARON WATER SUPPLY CORP	$16.33	$16.33	PCT#4-ACCT#1133/NOV 21'96 BILLING
59867-AP	11/27/96	SHEPARD'S/McGRAW-HILL	$574.00	$574.00	LAW LIB-ACCT#96 165 0000/TEX CITATIONS CUM SUPP 2X MONTH, SHIPPING
59868-AP	11/27/96	SOBOL	$25.00	$25.00	PCT#3-CUST#551100/CYLINDER RENTA(2 SM OXY, 1 LG OXY, 2 SM ACET)
59869-AP	11/27/96	SOUTHWESTERN BELL TELEPHONE	$3.30	$3.30	D CT-#106-2236/NOV 1'96 BILLING
59870-AP	11/27/96	SOUTHWESTERN ELECTRIC POWER	$937.35	$101.93	CO LIB-ACCT#403669/NOV 13'96 BILLING
				$523.32	CO LIB-ACCT#66685/NOV 13'96 BILLING
				$208.51	ROCK BLDG-ACCT#35669/NOV 13 96 BILLING
				$103.59	ROCK BLDG-ACCT#40681/NOV 13'96 BILLING
59871-AP	11/27/96	STANDARD SUPPLY & DIST CO	$28.14	$28.14	CO MAINT-(1)AIRMATE 24x24&12x12 FILTERS
59872-AP	11/27/96	STEELMAN'S UPHOLSTERY	$60.00	$60.00	CO S-BUILD UP DRIVERS SEAT, MOVE DOOR PULLS
59873-AP	11/27/96	STORY-WRIGHT INC	$62.50	$62.50	IC-FILE POCKET
59874-AP	11/27/96	SUNSET PAVING CORP	$1,934.31	$1,934.31	PCT#2- 3171)@ 61 AGGREGATE&ASPHALT
59875-AP	11/27/96	SYSCO FOOD SYSTEMS, INC	$707.22	$178.29	CO JAIL-CUST#288639/ASSORTED FOODS
				$327.14	CO JAIL-CUST#288639/ASSORTED FOODS
				$201.79	CO JAIL-CUST#288639/ASSORTED FOODS
59876-AP	11/27/96	T & S TRACTOR INC	$105.54	$45.18	PCT#4-BLADE SET
				$60.36	PCT#4-TEETH & PIN ASSEMBLY FOR BACKHOE
59877-AP	11/27/96	T M LUMBER CO , INC	$197.02	$18.51	PCT#2-QUIKCRETE, PIPE, PVC
				$18.33	PCT#2-CAULK, CLEANER, CEMENT, TEE, ADAPT, FLAREX, NUT, TUBE, AIR COCK
				$35.96	PCT#2-PIPE, ELL, T
				$43.21	PCT#2-WIRE, PIPE
				$45.52	PCT#2-NIPPLES, NUTS, ELEC BOXES, ADAPTERS, NUTS, SWITCHES, CORES, RECEP, PIPE
				$35.49	PCT#2-PIPE, COVERS, BIT, NUTS ADAPTS, CLAMPS

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
59878-AP	11/27/96	TEECO SAFETY, INC	$593 68	$229 46	CO S-(3)ADJUSTABLE STACKING RACKS/RADIO MOUNTS
				$364 22	CO S-(1)1/2 PLEXIGLASS(PARTITION FOR '96 CROWN VIC
59879-AP	11/27/96	TELETOUCH CORPORATION	$10 91	$10 91	CO MAINT-ACCT#3061919/NOV'96 PAGER
59880-AP	11/27/96	TEXACO REFINING &	$55 39	$55 39	CO S-ACCT#61-030-2845-9/GASOLINE
59881-AP	11/27/96	TEXAS CSCD TRAINING SERVICES	$400 00	$400 00	SUP-REGIST/HUDGINS, PHILLIPS, MCCAY, JACKSON;
59882-AP	11/27/96	TEXAS DEPT OF CRIMINAL JUSTI	$109 11	$109 11	CO TAX-MICROFICHE (140 MASTER COPIES & 140 DUPLICATES)
59883-AP	11/27/96	THE GILMER MIRROR	$96 80	$96 80	SUP-ACCT#245068/1M LETTERHEAD, AD 10/22/96
59884-AP	11/27/96	THE RELIABLE CORPORATION	$278 50	$58 22	CO AUD-COPYHOLDER, TYPING STAND, HANDLING
				$220 28	I I -DESK CALENDARS, CALENDAR REFILLS, HP LASER TONER; PROPRINTER II RIBBONS; SMALL PAPER CLIPS, HANDLING
59885-AP	11/27/96	TRAVIS HATHCOCK	$150 00	$150 00	PCT#3-SAND/150 YDS @ $1 00
59886-AP	11/27/96	TRI-STAR ALTERNATOR	$130 00	$130 00	PCT#4-REPAIR ALTERNATOR
59887-AP	11/27/96	TYLER NEUROSURGICAL ASSOC	$45 95	$45 95	IND-BRANDON LEE ONEAL/MEDICAL 8/20/96
59888-AP	11/27/96	TYLER UNIFORM CO , INC	$80 46	$80 46	CO S-6 SHIRTS, SHIPPING
59889-AP	11/27/96	UPSHUR COUNTY	$480 63	$70 00	JUV PROB-1/2 SERVICE CONTRACT ON TYPEWRITER
				$410 63	SUP-REIMBURSE/VALUE-LINE&P&P ASSOC BILLING
59890-AP	11/27/96	UPSHUR COUNTY CLERK	$22 00	$22 00	NON DEPT-GLADEWATER ISD/SHERIFF DEEDS
59891-AP	11/27/96	UPSHUR-RURAL ELECTRIC COOP ,	$131 05	$17 97	ELECTION-ACCT#102586351/GRICE POLLING PLACE 11/5/96
				$43 89	PCT#4-ACCT#121782522/NOV 15'96 BILLING
				$24 65	PCT#2-ACCT#41186523/NOV 20'96 BILLING
				$44 54	PCT#2-ACCT#91396012/NOV 20'96 BILLING
59892-AP	11/27/96	UT HEALTH CENTER AT TYLER	$26 14	$17 76	IND-JAMES E BUCHANAN/LAB, CLINIC 10/9/96
				$8 38	IND-JAMES E BUCHANAN/MEDICAL 10/9/96
59893-AP	11/27/96	VARNADO FEED SERVICE	$146 00	$146 00	CO BLDGS-SEED, FERTILIZER
59894-AP	11/27/96	VIKING OFFICE PRODUCTS	$33 89	$33 89	D A EXPANDING FILE POCKETS EXPANDING FILE POCKETS, INSURANCE
59895-AP	11/27/96	VINGO FOODS	$14 94	$14 94	CO JAIL-CO JAIL-SPREAD, JANITORIAL SUPPLIES

Check #	HC	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
59896-AP		11/27/96	WAL-MART #146	$41 76	$41 76	D A-GLENN PALMERTREE/HDT CK RESTITUTION
59897-AP		11/27/96	WALMART STORE #146	$310 00	$306 69	CO S-MICRO REC(3),BATTERIES(12),CASSETTS(6) FILM(3) CAMERA
					$3 31	CO S-CUST#188/PHOTO PROCESSING
59898-AP		11/27/96	WAYNE TOLIVER	$250 00	$250 00	D CT-CAUSE#J-27-96/R M 10/30/96
59899-AP		11/27/96	WELLBORN MECHANICAL SERVICE	$180 00	$180 00	J CTR-LABOR/SMOKE DECTOR,ALARM SERVICE
59900-AP		11/27/96	WEST PUBLISHING	$1,605 75	$37 00	LAW LIB-ACCT#858-338-296/FD 3D V87
					$92 00	LAW LIB-ACCT#858-338-296/TX CS 922-923
					$37 00	LAW LIB-ACCT#858-338-296/FD 3D V89
					$21 00	D CLK-ACCT#472-425-378/TX ST PP 1997 SB
					$321 75	DA-ACCT#417-656-300/TX ST AN 97PP
					$91 00	DA-ACCT#858-339-046/TX ST PP 1997 SD
					$321 75	D JUDGE-ACCT#240-543-314/TX ST AN 97PP
					$321 75	LAW LIB-ACCT#858-338-296/TX ST AN 97PP
					$321 75	CO JUDGE-ACCT#866-760-500/TX ST AN 97PP
					$37 00	LAW LIB-ACCT#858-338-296/FD 3D V89
					$43 75	CO JUDGE-ACCT#866-760-500/TX PR V35&36 96PP
59901-AP		11/27/96	WEST SIDE FURNITURE	$584 90	$584 90	PCT#4-(2)HUSKY 51 CHAIN SAWS
59902-AP		11/27/96	WHITE SWAN, NORTH	$769 29	$361 82	CO JAIL-CUST#420711/ASSORTED FOODS
					$407 47	CO JAIL-CUST#420711/ASSORTED FOODS
59903-AP		11/27/96	WHOLESALE SUPPLY COMPANY	$233 03	$30 72	I C-(4)dz BK FN PENS
					$202 31	I C -MANILA CLASSIFICATION FOLDERS ROLODEX REFILL, HEINZ TIME-TELLER REFILL MONO CORRECTION TAPE, REINFORCEMENTS, SHIPPING
59904-AP		11/27/96	WORLD MEDIA EXPRESS	$229 25	$229 25	CO LIB-BOOKS: 2 SETS (20)
59905-AP	HC	11/27/96	LAUREN PARISH	$311 18	$311 18	NOVEMBER '96 JUVENILE PROBATION BOARD
59909-AP		11/27/96	360 COMMUNICATIONS	$132 82	$132 82	GM04527;797-1397 JENNIFER JOHNSON
59910-AP		11/27/96	ATTORNEY GENERAL OF TEXAS	$500 00	$500 00	MULTIPLE PAYORS 11/27/96 PAYROLL
59911-AP		11/27/96	EAST TEXAS PROFESSIONAL	$2,170 00	$2,170 00	ETPCU/PAYROLL SAVINGS PLAN 11/27/96
59912-AP		11/27/96	FIRST NATIONAL BANK	$665 00	$665 00	FNB/PAYROLL SAVINGS PLAN 11/27/96
59913-AP		11/27/96	GILMER NATIONAL BANK	$64,908 69	$24,155 79	WITHHOLDING DEDUCTIONS 11/27/96 PAYROLL DEDUCTIONS
					$40,752 90	FICA,MEDICARE DEDUCTIONS 11/27/96 PAYROLL
59914-AP		11/27/96	GILMER NATIONAL BANK	$355 00	$355 00	GNB/PAYROLL SAVINGS PLAN 11/27/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
59915-AP	11/27/96	GILMER SAVINGS BANK	$50 00	$50 00	GSB/PAYROLL SAVINGS PLAN 11/27/96
59916-AP	11/27/96	PATTI JILL YOUNG	$240 00	$240 00	#549-90/L W YOUNG7#417628077 11/27/96 PAYROLL
59917-AP	11/27/96	PEBSCO PAYROLL PROCESSING	$1,758 04	$1,758 04	ENTITY#52039 11/27/96 PAYROLL DEDUCTIONS
59918-AP	11/27/96	RHONDA GAIL YOUNG	$250 00	$250 00	#281-93/JOEY YOUNG#460253977 11/27/96
59919-AP	11/27/96	RUBY COOPER, DISTRICT CLERK	$282 00	$282 00	RONALD D BENGE/CAUSE#81-405-DR 11/27/96
59920-AP	11/27/96	TEXAS COUNTY & DISTRICT RETI	$41,323 87	$41,323 87	UNIT#329 MONTHLY REPORT 11/27/96 PAYROLL
59921-AP	11/27/96	UPSHUR COUNTY INSURANCE ACCO	$4,006 00	$4,006 00	ADP/EMP COSTS, CLAIMS 11/96 PAYROLL
59922-AP	11/27/96	UPSHUR COUNTY INSURANCE ACCO	$6,842 03	$6,842 03	DEPENDENT INS PREMIUMS 11/27/96 PAYROLL DEDUCTIONS
Total for AP - ACCOUNTS PAYABLE			$557,959 75		

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
370-INS	HC 11/27/96	HEALTHCARE PARTNERS HEALTH P	$257 50	$257 50	AD FEES-11/27/96 PAYROLL(103 EMPes2 50/EA)
371-INS	HC 12/06/96	BEHRENS INCORPORATED	$4,190 52	$1,547 78	GROUP#160, PAYMENT REGISTER DATED 11/15/96
				$849 39	GROUP#160, PAYMENT REGISTER DATED 11/22/96
				$1,793 35	GROUP#160, PAYMENT REGISTER DATED 11/29/96
372-INS	HC 12/06/96	HEALTHCARE PARTNERS HEALTH P	$22,441 13	$22,441 13	UPS017CLAIMS CUT OFF 11/21/96
Total for INS - INSURANCE			$26,889 15		
Grand Total			$584,848 90		

FILED
REX A SHAW
COUNTY CLERK
96 DEC -9 AM 10:36
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 17 PG 114

COUNTY JUDGE, CHARLES L. STILL

COMMISSIONER PCT#1, GADDIS LINDSEY

COMMISSIONER PCT#2, TOMMY STANLEY

COMMISSIONER PCT#3, DAVID LOYD

COMMISSIONER PCT#4, CHARLES K. THOMPSON

VOL 47 PG 175

GARY R. TRAYLOR & ASSOCIATES INCORPORATED

Governmental Consultants and Planners

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 PM 12:59
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Serving Political Subdivisions Throughout Texas

Of Counsel
Thomas E Barber

November 20, 1996

Ms Sara Dumas
Director of Economic Development
Upshur County
P. O Box 788
Gilmer, Texas 75644

Dear Sara

We are now approaching the final step in the procurement process to enable the County to execute a contract with an Engineer for engineering services for the County's 1996 Texas Community Development Program.

The following item needs to be placed on the agenda for the Commissioners Court meeting to be held November 27, 1996

1 Consider contract with East Texas Engineering & Surveying, Inc to provide engineering services for the County's 1996 Texas Community Development Program

Your assistance, patience, and cooperation throughout this process have been greatly appreciated

Sincerely,

Diann

Diann Brown
Grant Consultant

VOL. 47 PG 176

CONTRACT FOR ENGINEERING SERVICES

PART I

AGREEMENT

This AGREEMENT entered into this 27th day of November, 1996, by and between UPSHUR COUNTY, State of Texas, hereinafter referred to as "County", acting herein by Charles L. Still, County Judge, its duly authorized representative, and EAST TEXAS ENGINEERS, INC, hereinafter referred to as "Firm", acting herein by Joe Harle, Principal

County:	Upshur County P O Box 730 Gilmer, Texas 75644
Firm	East Texas Engineers, Inc. 414 E Loop 281, Suite 11 Longview, Texas 75605
Project.	1996 Texas Community Development Program - #716899 Water Improvements

WHEREAS the County desires to implement under a general direction of the Texas Community Development Program; and, Whereas the County desires to engage the Firm to render certain services in connection with the professional engineering design, and construction of the aforementioned project

NOW, THEREFORE, the parties do mutually agree as follows:

Part II - Detailed Engineering Services, Part III - Payment Schedule, and Part IV -Terms and Conditions are hereby incorporated by reference into this Agreement as wholly contained herein

Part I	Agreement
Part II	Detailed Engineering Services
Part III	Payment Schedule
Part IV	Terms & Conditions

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TIME OF PERFORMANCE:

The services of the Firm shall commence on November 28, 1996 In any event, all of the services required and performed hereunder shall be completed no later than time stipulated in the written contract between the County and TDHCA.

ACCESS TO INFORMATION:

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Firm by the County and its agencies No charge will be made to the Firm for such information and the County and its agents will cooperate with the Firm in every way possible to facilitate the performance of the work described in the Contract.

COMPENSATION AND METHOD OF PAYMENT:

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Thirty Thousand Two Hundred and No/100 Dollars ($30,200 00). Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract

INDEMNIFICATION:

The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agents from and against such compliance, and shall assume full responsibility for payments of Federal, State and local taxes, or contributions imposed or required under the Social Security, workmen's compensation and income tax laws

MISCELLANEOUS PROVISIONS:

A. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Upshur County, Texas

B. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

C. If one or more of the provisions contained in this Contract 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 provision hereof, and this Contract shall be

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construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which such party may be entitled.

E. This Contract may be amended by mutual agreement of the parties hereto, in writing, with such amendment document to be attached to and incorporated into this Contract

---

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals

Upshur County

By: Charles L Still
County Judge

East Texas Engineers, Inc

By: Joe Harle
Principal

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PART II

DETAILED ENGINEERING SERVICES

The Engineering Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the City regarding the requirements of the project.

2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the TCDP project and, if applicable, furnish to the locality:

   (a) Name and address of property owners;

   (b) Legal description of parcels to be acquired;

   (c) Map showing entire tract with designation of part to be acquired.

3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advise as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the City's representative in connection with any such services.

4. Prepared railroad/highway permits.

5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 60 days of contract execution.

6. Furnish the City 5 copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction);

7. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.

8. Prepare bid packet/contract documents/advertisement for bids.

9. Make 10-day call to confirm prevailing wage decision issued by TDHCA.

10. Incorporate any and all wage rate modifications or supersedeas via bid addendum (if applicable).

11. Conduct bid opening and prepare minutes.

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12. Tabulate, analyze, and review bids for completeness and accuracy.

13. Accomplish construction Contractor eligibility verification.

14. Conduct pre-construction conference and prepare copy of report/minutes.

15. Issue Start of Construction Notice to TDHCA and Notice to Proceed to construction contractor.

16. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

17. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.

18. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond which have TDHCA approval.

19. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.

20. Consult with and advise the locality during construction; issue to contractors all instructions requested by the locality; and prepare routine change orders if required, at no charge for engineering services to the locality when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process and submit change orders to TDHCA for approval prior to execution by locality.

21. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confined and correlated at job site).

22. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payments to constitute a representation to the locality, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.

23. Require that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the locality and approval by TDHCA, unless State or local law provides otherwise.

24. Prepared Certificate of Construction Completion and Clean Lien Certificate.

25. Conduct interim/final inspection.

26. Revise contract drawings to show the work as actually constructed, and furnish the locality with a set of "as built" plans.

SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the locality.

2. The Engineer shall, prior to proceeding with the work, notify locality in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.

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d. (in excess of $2,000) - Davis-Bacon Act

e. (in excess of $2,000) Section 103 and 107 of the Contract Work Hours and Safety Standards Act.

deficiency is due to Engineer's negligence. The locality shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the locality under applicable state or federal law.

4. The Engineer agrees to and shall hold harmless the locality, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

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PART III
PAYMENT SCHEDULE

The County shall reimburse the Firm for basic engineering services provided upon completion of the following project milestones per the following percentage of the maximum contract amount.

I The fee for all Basic Services shall not exceed a total of Twenty Thousand Two Hundred and No/100 Dollars ($20,200 00) The payment request for Basic Services shall be made upon the following project milestones:

1 Approval of preliminary engineering .. .. 15% Basic Fee
design plans and specifications by
Owner.

2. Approval of final engineering design ... .70% Basic Fee
plans and specifications by the Regulatory
Agency

3. Completion of bid advertisement and .. .. 5% Basic Fee
contract award

4. Completion of Final Closeout Assessment .. .. 5% Basic Fee
Description and providing set of As Built
Plans to Owner.

5. Completion of final inspection and ... ... 5% Basic Fee
acceptance by the Owner.

. . . . ____
.. . . 100%

BASIC FEE SCHEDULE

Item Number	Percentage	Amount
1	15% Basic	$ 3,000 00
2	70% Basic	14,200 00
3	5% Basic	1,000 00
4	5% Basic	1,000.00
5	5% Basic	1,000 00
TOTAL		$ 20,200 00

II. The fee for all other Special Services shall not exceed a total of Ten Thousand and No/100 Dollars ($10,000 00) The payment for Special Services shall be paid as a lump sum, per the following schedule.

1 The Engineer shall be paid upon completion of design surveying and necessary field data, and acquisition data, if applicable, the sum of Three Thousand and No/100 Dollars ($3,000.00)

2 The Engineer shall be paid upon completion of Boundary surveys, the sum of One Thousand and No/100 Dollars ($1,000 00).

3 The Engineer shall be paid upon completion of ROW Agent services necessary for construction the sum of One Thousand and No/100 Dollars ($1,000 00).

4 The Engineer shall be paid for project inspection in accordance with the percentage of construction completion the sum of Four Thousand and No/100 Dollars ($4,000 00)

5 The Engineer shall be paid upon completion of Architectural Services the sum of One Thousand and No/100 Dollars ($1,000.00)

The payment requests shall be prepared by the Engineer and be accompanied by such supporting data to substantiate the amounts owing. To the extent possible, the request for funds from TDHCA for payment to the Engineer will be made within ten (10) business days of the receipt of all documents required by the Owner.

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PART IV

TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

   Not withstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.

2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The City/County may, from time to time request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.

4. Personnel.

   a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.

   b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

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c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignablity. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto: Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.

10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and Local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:

a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap, or national origin. The Firm will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, sex, color, handicap, or national origin. The Firm will take affirmative action to ensure that applicants are

VOL 417 PG 188

employed, and that employees are treated during employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.

b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original.

c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The Firm will include the provisions a through c. in every subcontract or purchase order unless exempted.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974.

a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities.

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the

Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The contractor will send to each labor organization or representative of workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative or his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if $2,500 or Over) Affirmative Action for Handicapped Workers.

a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

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VOL 47 PG 190

d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.

17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

18. Interest of Firm and Employees. The Firm convenants that he/she presently has no interest and shall not acquire interest, director indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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INSTRUCTIONS TO CLERK

After pages proofed and approved for copying, make FIVE copies of contract (including boiler plate) and TWO copies of Gary's letter.

(1) Type mailing label to Mayor/County Judge
Attention: City Manager

(2) Put two copies of contract in blue binders for mailing to City Manager/Mayor/County Judge with Gary's letter.

(3) Type Mailing Label to Engineer: cook on front of contract
Mr. Joe Hale

Mail one copy of Gary's letter + one copy of contract (stapled at top) to Engineer.

(4) Put one copy of contract (stapled at top) and one copy of Gary's letter in 1994 - 1995 Engineering Procurement file for: this one

(5) Write in upper right hand corner of fifth copy "Financial Records". Put this copy on M's desk.

FILED
REX A. SHAW
COUNTY CLERK
96 DEC 10 AM 10: 19
UPSHUR COUNTY, TX.
DEPUTY

RPD1042

VOL 47 PG 192

Texas Agricultural Extension Service

The Texas A&M University System

agenda

FILED
REX A. SHAW
COUNTY CLERK

P.O. Box 730 Gilmer, Texas 75644 (903) 843-4019

96 NOV 27 PM 2:53

UPSHUR COUNTY, TX.

BY _____ DEPUTY

November 12, 1996

TO: Upshur County Commissioners Court

RE: Resignation of Randy Reeves as County Extension Agent-Agriculture of Upshur County

Dear Commissioners Court Members,

It is with mixed feelings that I am writing this letter to give you my resignation as the Agriculture Program Leader for Upshur County. I have accepted the Agriculture Program Leader Position in Harrison County and this will be effective Monday, December 15, 1996.

I want to thank each one of you for the support that you have given to this office and our staff over the past four years. I know that each one of you will continue to do so in the future. Agriculture is a very viable part of the counties economy. It has also been a real pleasure to work with the people of Upshur County, we will miss many of them.

As I stated in the first part of this letter, that this was done with mixed feelings, we have lived here for almost four years, made friends, attended a great church and participated in many of the things that this great county and town have to offer. Harrison county is like home to us, I have a brother there and a child that we lost in 1989, is buried in Marshall, I also spent the first six years of my Extension career in Harrison County

We will miss Upshur County and it will always have a special place in our hearts, again thank you for all of the support that you all have given to me, office, staff and my family. If you need anything, please do not hesitate to call me

With Warmest Regards,

Randy Reeves
County Extension Agent-Agriculture
Upshur County

RR;rr

cc: Tony Douglas

Extension programs serve people of all ages regardless of socioeconomic level, race, color, sex, religion, disability or national origin.
The Texas A&M University System, U S Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

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AGREEMENT

THE STATE OF TEXAS §

COUNTY OF BOWIE §

This Agreement is made on the 27th day of November, 1996, between Upshur County, Texas, hereinafter referred to as "County", and ROW Acquisition Services, Inc., a corporation whose address is No. 8, Knotty Pine Place, Texarkana, Bowie County, Texas, hereinafter referred to as "Contractor".

In consideration of the mutual covenants contained herein, County and Contractor agree as follows:

SECTION I. EMPLOYMENT

County agrees to engage Contractor to negotiate for acquisition of easements and right of way for Farm to Market Road No. 1845, and to secure agreements with public utilities to adjust their facilities to meet Texas Department of Transportation right of way clearance requirements, as specified under the terms and conditions set forth in this contract.

SECTION II. DUTIES

Contractor agrees to perform any and all services generally performed by a contractor in its usual line of business, including but not limited to the following:

1. Meet with County representatives upon request;
2. Perform necessary title searches to determine apparent record owners and lien holders of parcels over which easements or right of way will be taken and work with designated title company on those cases where the fee title will be acquired by County and requiring title insurance;
3. Advise property owners of the specific project and their rights as property owners;
4. Prepare all necessary file documentation as directed in accordance with County procedure;
5. Work with appraiser as necessary;
6. Negotiate with property owner, as required by law;
7. Be available for testimony as may be required in any condemnation proceedings involving any tract on which Contractor negotiated.
8. Meet with TxDOT and Utility company representatives to secure Utility Adjustment Agreements.

SECTION III. DUTIES OF COUNTY

County agrees to provide information necessary for Contractor to effectively pursue the purposes of this Agreement and will provide the following:

1. Right of Way Map, legal descriptions, deed forms etc. provided by Texas Department of Transportation.

VOL 47 PG 194

SECTION IV. TERM

Employment of Contractor shall commence on November 27, 1996, and the contract shall remain in full force for a term not to exceed eighteen (18) months, unless sooner terminated as set forth in this Agreement.

SECTION V. COMPENSATION

As compensation for the services performed under this Agreement the County shall pay Contractor Five Hundred Dollars ($500.00) for each parcel acquired directly through negotiations of Contractor or through eminent domain proceedings. Compensation for services to secure Utility Adjustments Agreements shall be at a rate of $25.00 per hour and mileage at $.28 per mile not to exceed $500.00 for each agreement secured. County shall make payment for services rendered upon receipt of statement by Contractor.

SECTION VI. RELATIONSHIP OF PARTIES

The parties intend that Contractor, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while under contract with said County. Contractor is not to be considered an agent or employee of the County and is not entitled to participate in any pension plans; health, dental, hospitalization, or life insurance programs; workers compensation or similar benefits that County provides for its employees.

SECTION VII. TRANSPORTATION

Contractor shall furnish its own transportation, at no expense to County.

SECTION VIII. TERMINATION

This Agreement may be terminated at any time upon the agreement of the parties hereto, upon thirty (30) days written notice by either party served upon the other party. Such notice shall be delivered by U.S. Mail, Certified, Return Receipt Requested, Postage Prepaid, and deemed delivered on the third day after the deposit of such notice with the United States Postal Service.

SECTION IX. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties have signed this Agreement at Gilmer, Upshur County, Texas, the day and year first above written.

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 AM 10:58
BY
DEPUTY
UPSHUR COUNTY, TX.

UPSHUR COUNTY, TEXAS

Charles L. Still,
Upshur County Judge

CONTRACTOR

Charles M. Thompson
ROW Acquisition Services, Inc.

VOL 47 PG 195

GARY R. TRAYLOR & ASSOCIATES INCORPORATED

Governmental Consultants and Planners

REX A. SHAW
COUNTY CLERK

Serving Political Subdivisions Throughout Texas

96 NOV 27 PM 2:53
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Of Counsel:
Mr. Thomas E. Barber

November 21, 1996

Ms Sara Dumas
Economic Development Director
Upshur County Courthouse
P O Box 788
Gilmer, Texas 75644

Dear Sara

As the grant management consultant on your 1996 TCDP project, we are enclosing herewith a proposed contract for professional engineering services between the County and East Texas Engineers, Inc The achievement of specific project milestones will govern the Engineer's ability to periodically invoice the County for engineering services on the project

The proposed contract was generated by our office to assist in insuring that the agreement 1) follows the recommended format suggested by Texas Department of Housing and Community Affairs in the *TCDP Implementation Manual*, 2) accurately describes the project as identified in your 1996 TCDP grant application, 3) includes, at a minimum, the scope of engineering services required by Texas Department of Housing and Community Affairs for regulatory compliance, and 4) involves maximum compensation which is consistent with the grant application and your grant contract with Texas Department of Housing and Community Affairs Notwithstanding our involvement in the generation of this proposed contract, it does have important legal consequences and we recommend that it be examined by your County Attorney prior to its execution

In the event you do not use the form of agreement we are providing and prefer to use a different one, please have your County Attorney review and examine that contract prior to its execution to determine if it is consistent with the four points listed above. After execution of the engineering contracts (two), please forward to Mr Joe Harle for his signature on both copies of the contract, **with a request that a signed copy be returned to you for the County's files.**

If you have any questions regarding the engineering contract enclosed or any other questions, please let us know

Sincerely,

Gary R. Traylor

Gary R. Traylor
President

c Mr Joe Harle

D9A-D26

Funding Research / Application Preparation / Grant Procurement / Government Liason / Grant Administration
Financial Management / Hud Programs / TDOC Programs / Economic Development / Cost/Revenue Analysis / Utility Rate Studies

201 CAMBRIDGE ROAD / PO BOX 7035 / TYLER, TEXAS 75711-7035 / TELEPHONE. (903) 581-0500 / FAX (903) 581-4245
PYRAMID PLAZA BUILDING, SUITE 350 / 3223 LOOP 289 / LUBBOCK, TEXAS 79423-1334 / TELEPHONE (806) 793-1823 / FAX (806) 795-7411

VOL 47 PG 196

GARY R. TRAYLOR & ASSOCIATES INCORPORATED

Governmental Consultants and Planners

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 PM 2:53
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Serving Political Subdivisions Throughout Texas

Of Counsel: Mr. Thomas E. Barber

November 21, 1996

Ms. Sara Dumas
Economic Development Director
Upshur County Courthouse
P O Box 788
Gilmer, Texas 75644

Dear Sara

As the grant management consultant on your 1996 TCDP project, we are enclosing herewith a proposed contract for professional engineering services between the County and East Texas Engineers, Inc. The achievement of specific project milestones will govern the Engineer's ability to periodically invoice the County for engineering services on the project.

The proposed contract was generated by our office to assist in insuring that the agreement 1) follows the recommended format suggested by Texas Department of Housing and Community Affairs in the TCDP Implementation Manual, 2) accurately describes the project as identified in your 1996 TCDP grant application, 3) includes, at a minimum, the scope of engineering services required by Texas Department of Housing and Community Affairs for regulatory compliance, and 4) involves maximum compensation which is consistent with the grant application and your grant contract with Texas Department of Housing and Community Affairs Notwithstanding our involvement in the generation of this proposed contract, it does have important legal consequences and we recommend that it be examined by your County Attorney prior to its execution

In the event you do not use the form of agreement we are providing and prefer to use a different one, please have your County Attorney review and examine that contract prior to its execution to determine if it is consistent with the four points listed above After execution of the engineering contracts (two), please forward to Mr Joe Harle for his signature on both copies of the contract, with a request that a signed copy be returned to you for the County's files.

If you have any questions regarding the engineering contract enclosed or any other questions, please let us know

Sincerely,

Gary R. Traylor

Gary R Traylor
President

c. Mr Joe Harle

D9A-D26

Funding Research / Application Preparation / Grant Procurement / Government Liason / Grant Administration
Financial Management / Hud Programs / TDOC Programs / Economic Development / Cost/Revenue Analysis / Utility Rate Studies

201 CAMBRIDGE ROAD / PO BOX 7035 / TYLER, TEXAS 75711-7035 / TELEPHONE. (903) 581-0500 / FAX (903) 581-4245
PYRAMID PLAZA BUILDING, SUITE 350 / 3223 LOOP 289 / LUBBOCK, TEXAS 79423-1334 / TELEPHONE (806) 793-1823 / FAX (806) 795-7411

VOL 47 PG 197

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 PM 2:53
UPSHUR COUNTY, TX.

RESOLUTION

WHEREAS, the Texas Community Development Program Implementation Manual requires that the recipient organization shall provide authorized signators for the State of Texas Purchase Voucher and the Request for Advance or Reimbursement; and

WHEREAS, the recipient organization, being Upshur County, Texas, has met this requirement by the passing of a Resolution of the Commissioners Court, which Resolution delegates the persons listed below with the authority to sign the Depository/Authorized Signators Designation Form for TCDP Contract No. 716899.

NOW THEREFORE, be it resolved that;

Charles L. Still, County Judge
Typed Name/Title

Signature

Myra Harris, County Treasurer
Typed Name/Title

Myra Harris
Signature

Ben C. Shepperd, County Auditor
Typed Name/Title

Ben Shepperd
Signature

have been designated as authorized signators by the Commissioners Court of Upshur County, Texas.

Passed and approved the 11th day of November, 1996.

(Seal)

ATTEST:

Charles L. Still, County Judge

Rex Shaw
Rex Shaw, County Clerk

D10A-D18

VOL 47 PG 198

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 PM 2:53
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Upshur Co. Chamber of Commerce

November 21, 1996

Judge Charles Still and County Commissioners
Commissioners' Court
P. O. Box 790
Gilmer, Texas 75644

Dear Judge Still and Commissioners:

Please place us on the court's agenda for Wednesday, November 27, 1996.

Our request will be to ask permission for the Yulefest Board to add Christmas lights on the courthouse square by placing them on the war memorial's surrounding shrubbery, the pear trees on the NE corner, and wrap lights around the trunks of the trees We also ask permission to paint the bell stand (on the NW corner) white and wrap it with red ribbon and paint the bell itself silver, and/or wrap it with lights

The third thing we will ask is for the Commissioners to complete the Christmas lights on the upper part of the courthouse

Saturday, January 4, 1997, has been set by the Yulefest Board as a workday to remove all decorations, including lights.

Thank you for your kind consideration.

Sincerely,

Shawyne Donaho

Shawyne Donaho, Chairman
1996 Yulefest Board

SD/cd

Post Office Box 854
Gilmer, Texas 75644-0854
221 Buffalo
(903) 843-2413

VOL. 47 PG. 199

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Van Dusen Timber, 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)

From Palm to Hwy. 49

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.

Jan Vandesand
First Party Signature

4015 Valley Ranch Rd.
Street or Box

Longview, Tx. 75602
City, State and Zip Code

236-7696
Telephone

Wilcox
Timber Tract

11-21-96
Date Signed

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 PM 2:53
UPSHUR COUNTY, TX.
BY
DEPUTY

Permit issued for a period not to exceed 90 days.

VOL 47 PG 200

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) from FM 593 less than 2 miles on Aster

2.

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

3.

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

4.

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

5.

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

6.

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

Fran Patterson
First Party Signature

Rt. 7 Box 24
Street or Box

Gilmer, Tx. 75644
City, State and Zip Code

797-6474
Telephone

Roger Powell
Timber Tract

11-21-96
Date Signed

Noah T. Hill
County Judge

Caddo Lindsey
Commissioner 1

Tommy Stanley
Commissioner 2

Dan Boyd
Commissioner 3

Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 PM 2:53
BY _____ DEPUTY
UPSHUR CO., TX

Permit issued for a period not to exceed 90 days.

VOL 47 PG 201

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4

DATE 11-20-96

Formal notice is hereby given that Milton Jowers whose principal address is P. O. Box 546,Tioga, La. 71477 does hereby propose to place a Culvert within the ROW of County Road Corner of Groundhog and Jaguar. The location and description of the proposed lines or appurtenences is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

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

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

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

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.

2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

FILED
REX A. SIMMONS
COUNTY CLERK
96 NOV 27 PM 2:38
BY _____ DEPUTY
UPSHUR COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

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

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

APPROVED ON THIS _____ DAY OF _____, 19____

COUNTY JUDGE

COMMISSIONER PCT. 3

COMMISSIONER PCT. 1

COMMISSIONER PCT. 4

COMMISSIONER PCT. 2

VOL 47 PG 203

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

1.

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

Scrub Pine and Almond

2.

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

3.

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

4.

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

5.

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

6.

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

Clay Trimble
First Party Signature

1841 Hwy. 147 North
Street or Box

San Augistine, Tx 75972
City, State and Zip Code

409-269-3560
Telephone

Acker
Timber Tract

11-20-96
Date Signed

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 PM 2:53
UPSHUR COUNTY, TX.
BY DEPUTY

VOL. 47 PG 204

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned IRECO, 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. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties 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 portion of (describe exact route, direction and miles to be used) _____

_____ MIDDLE FORK _____

_____

_____

2.

First Party agrees to operate vehicles in such a manner as not to block or interfere with 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 the use by First Party in removing logs from 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 waiver by the Commissioner of the authority granted him by Article 6716 V A C S., but the right and authority given the Commissioner by the terms of Article 6716, V A C S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth

X Fain Luddleston
First Party Signature

X PO Box 163
Street or Box

X Big Sandy Tex 75755
City, State and Zip

X 903 768 5876
Telephone

Fain Davis
Timber Tract

Date Signed

Permit issued for a period of (days)

Chas. Reed
County Judge

Gaddis Lindsey
Commissioner

Tommy Slaughter
Commissioner

Dan Loyd
Commissioner

Commissioner

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 PM 2:54
UPSHUR COUNTY TX.
DEPUTY

VOL 47 PG 205

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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, 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)

Nuthatcher and Martin, from FM1650

2.

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

3.

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

4.

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

5.

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

6.

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

First Party Signature

Box 1122
Street or Box

Gilmer,TX 75644
City, State and Zip Code

843-2457
Telephone

Henley
Timber Tract

November 18, 1996
Date Signed

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 PM 2:54
BY
UPSHUR COUNTY, TX.
DEPUTY

Permit issued for a period not to exceed 90 days.

VOL 47 PG 304

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

1.

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

Bob-o-Link to Bluebell to Hwy 271

2.

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

3.

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

4.

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

5.

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

6.

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

Forest Resource Recovery
First Party Signature

RT 1, Box 307-E
Street or Box

Queen City, TX 75572
City, State and Zip Code

903-728-5233
Telephone

Bob Spencer
Timber Tract

November 18, 1996
Date Signed

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 PM 2:54
BY
UPSHUR COUNTY, TX.
DEPUTY

VOL. 47 PG 207

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Lumus Timber, 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)

2 miles on Snapdragon and Nasturtium from Hwy. 259

2.

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

3.

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

4.

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

5.

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

6.

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

Ron L
First Party Signature

Rt. 1 Box 231C
Street or Box

Bloomburg, Tx. 75556
City, State and Zip Code

501-691-2572
Telephone

Timber Tract

11-19-96
Date Signed

Charles F. Neill
County Judge

Hobbs Lindsey
Commissioner 1

Jimmy Hale
Commissioner 2

Dan S Ford
Commissioner 3

Clark Dyer
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 PM 2:54
BY
UPSHUR COUNTY, TX.
DEPUTY

UPSHUR COUNTY — JURY SELECTION SYSTEM — 14 NOV 1996

THE SOFTWARE GROUP, INC — JUNE-96 GRAND JURY 10/31/96 — PAGE 1

Check Register for 11/14/96

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
59429-AP	Ms	DIANNE SANFORD	DIANNE SANFORD	141077	11/14/1996	$10 00		115
59430-AP	Mr.	THOMAS ROBERT DELAMATER	THOMAS ROBERT DELAMATER	170365	11/14/1996	$10 00		115
59431-AP	Ms.	BARBARA FLUELLEN	BARBARA FLUELLEN	176114	11/14/1996	$10 00		115
59432-AP	Mr	GLENN DOUGLAS SHIPP	GLENN DOUGLAS SHIPP	153036	11/14/1996	$10 00		115
59433-AP	Mr	MILES KING	MILES KING	2419	11/14/1996	$10 00		115
59434-AP	Mr.	GEORGE B NOLAN	GEORGE B NOLAN	160007	11/14/1996	$10 00		115
59435-AP	Mr	PHILIP HARVEY ATTAWAY	PHILIP HARVEY ATTAWAY	145303	11/14/1996	$10 00		115
59436-AP	Mr.	TOM DAVIS	TOM DAVIS	3339	11/14/1996	$10.00		115
59437-AP	Mr	HERMAN MILTON TIDWELL	HERMAN MILTON TIDWELL	167063	11/14/1996	$10 00		115
Check Amounts						$90 00		

FILED
REX A SHAW
COUNTY CLERK
96 NOV 27 PM 4:43
UPSHUR COUNTY, TX
BY
DEPUTY

Pg 208

VOL. 147 PG 809

UPSHUR COUNTY — JURY SELECTION SYSTEM — 14 NOV 1996

10-25-96-JP

THE SOFTWARE GROUP, INC — Check Register for 11/14/96 — PAGE 1

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
9408-AP-VOID	Ms				11/14/1996	$0 00	Voided	JP
9409-AP-VOID	Ms.				11/14/1996	$0.00	Voided	JP
59410-AP	Mr	LEO DUDLEY ATTAWAY	LEO DUDLEY ATTAWAY	151418	11/14/1996	$10.00		JP
59411-AP	Ms	CATHY SKINNER	CATHY SKINNER	141089	11/14/1996	$10 00		JP
59412-AP	Mr.	LEONARD W RIDENOUR	LEONARD W RIDENOUR	174592	11/14/1996	$10 00		JP
59413-AP	Mr	CLIFFORD LYNN ASKEW	CLIFFORD LYNN ASKEW	164993	11/14/1996	$10 00		JP
59414-AP	Ms	JENNIFER MICHELLE HAWKINS	JENNIFER MICHELLE HAWKINS	166320	11/14/1996	$10 00		JP
59415-AP	Ms.	LISA DELOIS JEFFERY	LISA DELOIS JEFFERY	150574	11/14/1996	$10.00		JP
59416-AP	Mr	JOHN MIRRELL FOUNTAIN	JOHN MIRRELL FOUNTAIN	171182	11/14/1996	$10 00		JP
59417-AP	Mr	JOSEPH FORD LUCAS	JOSEPH FORD LUCAS	147558	11/14/1996	$10 00		JP
59418-AP	Mr.	BRUCE DOUGLAS BERRY	BRUCE DOUGLAS BERRY	168588	11/14/1996	$10 00		JP
59419-AP	Ms	SHARON WHITE ROBINSON	SHARON WHITE ROBINSON	150943	11/14/1996	$10 00		JP
59420-AP	Ms	DONNA CHAMPION	DONNA CHAMPION	154018	11/14/1996	$10 00		JP
59421-AP	Ms.	MELBA MARY MAXWELL	MELBA MARY MAXWELL	154534	11/14/1996	$10 00		JP
59422-AP	Ms	KIMBERLY SUE LATHAM	KIMBERLY SUE LATHAM	170565	11/14/1996	$10 00		JP
59423-AP	Ms	LAONNA BAILEY DAVIS	LAONNA BAILEY DAVIS	174795	11/14/1996	$10 00		JP
59424-AP	Ms.	REBECCA STANLEY PRESCOTT	REBECCA STANLEY PRESCOTT	163607	11/14/1996	$10.00		JP
59425-AP	Ms	NELWYN JEANETTE BELLIS	NELWYN JEANETTE BELLIS	153017	11/14/1996	$10 00		JP
59426-AP	Ms	BRENDA TAYLOR	BRENDA TAYLOR	140498	11/14/1996	$10.00		JP
59427-AP	Ms	FRANCENE LUNSFORD	FRANCENE LUNSFORD	160192	11/14/1996	$10 00		JP
59428-AP	Mr	PATRICK HOWARD MONTGOMERY	PATRICK HOWARD MONTGOMERY	169012	11/14/1996	$10 00		JP
Check Amounts						$190 00		

FILED
REX A SHAW
COUNTY CLERK
96 NOV 27 PM 4:43
UPSHUR COUNTY, TX.
BY
DEPUTY

UPSHUR COUNTY — JURY SELECTION SYSTEM — 14 NOV 1996

THE SOFTWARE GROUP, INC — 11-07-96-CC — Check Register for 11/14/96 — PAGE 1

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
59438-AP	Ms	PHYLLIS FAULKNER	PHYLLIS FAULKNER	144353	11/14/1996	$10 00		CC
59439-AP	Ms.	TRACI LYNN MCCRAVEN	TRACI LYNN MCCRAVEN	165552	11/14/1996	$10.00		CC
59440-AP	Ms	WANDA GAILE CADE	WANDA GAILE CADE	157716	11/14/1996	$10 00		CC
59441-AP	Mr	GEORGE W THOMAS	GEORGE W THOMAS	146738	11/14/1996	$10 00		CC
59442-AP	Ms.	CHRISTINE VERA JORDAN	CHRISTINE VERA JORDAN	155764	11/14/1996	$10 00		CC
59443-AP	Mr.	RONALD WESLEY HARRIS	RONALD WESLEY HARRIS	151323	11/14/1996	$10 00		CC
59444-AP	Mr	DAVID SCOTT BIRDWELL	DAVID SCOTT BIRDWELL	169096	11/14/1996	$10 00		CC
59445-AP	Mr.	PAUL RANDALL OZMENT	PAUL RANDALL OZMENT	156828	11/14/1996	$10.00		CC
59446-AP	Ms	GLORIA HALE	GLORIA HALE	143551	11/14/1996	$10 00		CC
59447-AP	Ms	DEBORAH ALLEN GUMM	DEBORAH ALLEN GUMM	174236	11/14/1996	$10 00		CC
59448-AP	Mr.	GEORGE WESLEY DAVIS	GEORGE WESLEY DAVIS	164060	11/14/1996	$10 00		CC
59449-AP	Mr	GEORGE LAUFET BORENS	GEORGE LAUFET BORENS	153229	11/14/1996	$10 00		CC
59450-AP	Ms	VENITA KATHRINE EMMONS	VENITA KATHRINE EMMONS	9474	11/14/1996	$10 00		CC
59451-AP	Ms.	HENRIETTA WILSON	HENRIETTA WILSON	146499	11/14/1996	$10 00		CC
59452-AP	Mr.	TOMMY ALLEN STRAWTHER	TOMMY ALLEN STRAWTHER	161993	11/14/1996	$10 00		CC
59453-AP	Mr	EARL ROBERT BAILEY	EARL ROBERT BAILEY	173580	11/14/1996	$10 00		CC
59454-AP	Mr	JIM MCBRIDE	JIM MCBRIDE	153770	11/14/1996	$10 00		CC
59455-AP	Ms	CINDY DEE HILLHOUSE	CINDY DEE HILLHOUSE	162187	11/14/1996	$10 00		CC
59456-AP	Mr	KENNETH WAYNE WEESE	KENNETH WAYNE WEESE	160982	11/14/1996	$10 00		CC
59457-AP	Ms	FREDA JEAN MARBURGER	FREDA JEAN MARBURGER	168606	11/14/1996	$10 00		CC
59460-AP	Ms	ROSE WELLS	ROSE WELLS	140537	11/14/1996	$10 00		CC
59461-AP	Mr	DAVID LEE LOFTIS	DAVID LEE LOFTIS	146685	11/14/1996	$10 00		CC
59462-AP	Mr.	WILLIAM TRAVIS BYRD	WILLIAM TRAVIS BYRD	153922	11/14/1996	$10 00		CC
59463-AP	Mr	TERRY LEE MOON	TERRY LEE MOON	151101	11/14/1996	$10.00		CC
59464-AP	Mr	RONALD CHRISTOPHER BOWDEN	RONALD CHRISTOPHER BOWDEN	161765	11/14/1996	$10 00		CC
59465-AP	Ms	EVA LEE SMITH	EVA LEE SMITH	152701	11/14/1996	$10 00		CC

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Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
59466-AP	Mr	JEFFREY WAYNE DENNIS	JEFFREY WAYNE DENNIS	156545	11/14/1996	$10 00		CC
59467-AP	Mr.	CLIFTON RAY PARKER	CLIFTON RAY PARKER	166996	11/14/1996	$10.00		CC
59468-AP	Ms.	KAREN LOUISE MARSH	KAREN LOUISE MARSH	160926	11/14/1996	$10.00		CC
59469-AP	Mr	WILLIAM EDWARD CHALK	WILLIAM EDWARD CHALK	161229	11/14/1996	$10 00		CC
59470-AP	Ms.	SALLY VESLEY	SALLY VESLEY	6758	11/14/1996	$10 00		CC
59471-AP	Ms.	ELVA NORRIS	ELVA NORRIS	148604	11/14/1996	$10.00		CC
59472-AP	Ms	LETHA MCCAIN	LETHA MCCAIN	9908	11/14/1996	$10 00		CC
59473-AP	Mr	CHARLES ROBERT STANCLIFF	CHARLES ROBERT STANCLIFF	173986	11/14/1996	$10 00		CC
59474-AP	Mr.	TROIS MERYL CLAY	TROIS MERYL CLAY	161152	11/14/1996	$10.00		CC
59475-AP	Mr	JOE LEE FRANTZ	JOE LEE FRANTZ	166954	11/14/1996	$10 00		CC
59476-AP	Ms	MARIE HOBACK PINKERT	MARIE HOBACK PINKERT	169412	11/14/1996	$10 00		CC
59477-AP	Mr	KEVIN WARD	KEVIN WARD	143959	11/14/1996	$10.00		CC
59478-AP	Ms	DEANNA MICHELE NOBLE	DEANNA MICHELE NOBLE	171460	11/14/1996	$10 00		CC
59479-AP	Mr.	MICHAEL JEFFERSON SASSER	MICHAEL JEFFERSON SASSER	150509	11/14/1996	$10 00		CC
59480-AP	Mr.	TOMMY LEE LEWIS	TOMMY LEE LEWIS	142786	11/14/1996	$10.00		CC
59481-AP	Ms	DORIS MARIE KNIGHT	DORIS MARIE KNIGHT	158278	11/14/1996	$10 00		CC
59482-AP	Mr	WOODROW SHANE TEMPLES	WOODROW SHANE TEMPLES	171084	11/14/1996	$10 00		CC
Check Amounts						$430 00		

UPSHUR COUNTY — JURY SELECTION SYSTEM — 14 NOV 1996

10-25-96-JP JUNE-96 10/31/96 11-07-96-CC

THE SOFTWARE GROUP, INC — Check Register for 11/14/96 — PAGE 1

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
59408-AP-VOID	Ms				11/14/1996	$0 00	Voided	JP
59409-AP-VOID	Ms				11/14/1996	$0.00	Voided	JP
59410-AP	Mr	LEO DUDLEY ATTAWAY	LEO DUDLEY ATTAWAY	151418	11/14/1996	$10 00		JP
59411-AP	Ms	CATHY SKINNER	CATHY SKINNER	141089	11/14/1996	$10 00		JP
59412-AP	Mr	LEONARD W RIDENOUR	LEONARD W RIDENOUR	174592	11/14/1996	$10.00		JP
59413-AP	Mr	CLIFFORD LYNN ASKEW	CLIFFORD LYNN ASKEW	164993	11/14/1996	$10 00		JP
59414-AP	Ms	JENNIFER MICHELLE HAWKINS	JENNIFER MICHELLE HAWKINS	166320	11/14/1996	$10 00		JP
59415-AP	Ms	LISA DELOIS JEFFERY	LISA DELOIS JEFFERY	150574	11/14/1996	$10.00		JP
59416-AP	Mr	JOHN MIRRELL FOUNTAIN	JOHN MIRRELL FOUNTAIN	171182	11/14/1996	$10 00		JP
59417-AP	Mr	JOSEPH FORD LUCAS	JOSEPH FORD LUCAS	147558	11/14/1996	$10 00		JP
59418-AP	Mr	BRUCE DOUGLAS BERRY	BRUCE DOUGLAS BERRY	168588	11/14/1996	$10.00		JP
59419-AP	Ms	SHARON WHITE ROBINSON	SHARON WHITE ROBINSON	150943	11/14/1996	$10 00		JP
59420-AP	Ms	DONNA CHAMPION	DONNA CHAMPION	154018	11/14/1996	$10 00		JP
59421-AP	Ms	MELBA MARY MAXWELL	MELBA MARY MAXWELL	154534	11/14/1996	$10.00		JP
59422-AP	Ms	KIMBERLY SUE LATHAM	KIMBERLY SUE LATHAM	170565	11/14/1996	$10 00		JP
59423-AP	Ms	LAONNA BAILEY DAVIS	LAONNA BAILEY DAVIS	174795	11/14/1996	$10 00		JP
59424-AP	Ms	REBECCA STANLEY PRESCOTT	REBECCA STANLEY PRESCOTT	163607	11/14/1996	$10.00		JP
59425-AP	Ms	NELWYN JEANETTE BELLIS	NELWYN JEANETTE BELLIS	153017	11/14/1996	$10 00		JP
59426-AP	Ms	BRENDA TAYLOR	BRENDA TAYLOR	140498	11/14/1996	$10 00		JP
59427-AP	Ms	FRANCENE LUNSFORD	FRANCENE LUNSFORD	160192	11/14/1996	$10.00		JP
59428-AP	Mr	PATRICK HOWARD MONTGOMERY	PATRICK HOWARD MONTGOMERY	169012	11/14/1996	$10 00		JP
59429-AP	Ms	DIANNE SANFORD	DIANNE SANFORD	141077	11/14/1996	$10 00		115
59430-AP	Mr	THOMAS ROBERT DELAMATER	THOMAS ROBERT DELAMATER	170265	11/14/1996	$10.00		115
59431-AP	Ms	BARBARA FLUELLEN	BARBARA FLUELLEN	176114	11/14/1996	$10 00		115
59432-AP	Mr	GLENN DOUGLAS SHIPP	GLENN DOUGLAS SHIPP	153036	11/14/1996	$10 00		115
59433-AP	Mr	MILES KING	MILES KING	2419	11/14/1996	$10 00		115

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Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
59434-AP	Mr	GEORGE B NOLAN	GEORGE B NOLAN	160007	11/14/1996	$10 00		115
59435-AP	Mr	PHILIP HARVEY ATTAWAY	PHILIP HARVEY ATTAWAY	145303	11/14/1996	$10.00		115
59436-AP	Mr	TOM DAVIS	TOM DAVIS	3339	11/14/1996	$10 00		115
59437-AP	Mr	HERMAN MILTON TIDWELL	HERMAN MILTON TIDWELL	167063	11/14/1996	$10.00		115
59438-AP	Ms	PHYLLIS FAULKNER	PHYLLIS FAULKNER	144353	11/14/1996	$10.00		CC
59439-AP	Ms.	TRACI LYNN MCCRAVEN	TRACI LYNN MCCRAVEN	165552	11/14/1996	$10.00		CC
59440-AP	Ms	WANDA GAILE CADE	WANDA GAILE CADE	157716	11/14/1996	$10.00		CC
59441-AP	Mr	GEORGE W THOMAS	GEORGE W THOMAS	146738	11/14/1996	$10.00		CC
59442-AP	Ms.	CHRISTINE VERA JORDAN	CHRISTINE VERA JORDAN	155764	11/14/1996	$10.00		CC
59443-AP	Mr	RONALD WESLEY HARRIS	RONALD WESLEY HARRIS	151323	11/14/1996	$10.00		CC
59444-AP	Mr	DAVID SCOTT BIRDWELL	DAVID SCOTT BIRDWELL	169096	11/14/1996	$10.00		CC
59445-AP	Mr.	RAUL RANDALL OZMENT	RAUL RANDALL OZMENT	156828	11/14/1996	$10 00		CC
59446-AP	Ms	GLORIA HALE	GLORIA HALE	143551	11/14/1996	$10 00		CC
59447-AP	Ms.	DEBORAH ALLEN GUMM	DEBORAH ALLEN GUMM	174236	11/14/1996	$10.00		CC
59448-AP	Mr.	GEORGE WESLEY DAVIS	GEORGE WESLEY DAVIS	164060	11/14/1996	$10 00		CC
59449-AP	Mr	GEORGE LAUFET BORENS	GEORGE LAUFET BORENS	153229	11/14/1996	$10.00		CC
59450-AP	Ms	VENITA KATHRINE EMMONS	VENITA KATHRINE EMMONS	9474	11/14/1996	$10.00		CC
59451-AP	Ms	HENRIETTA WILSON	HENRIETTA WILSON	146499	11/14/1996	$10 00		CC
59452-AP	Mr	TOMMY ALLEN STRAWTHER	TOMMY ALLEN STRAWTHER	161993	11/14/1996	$10.00		CC
59453-AP	Mr	EARL ROBERT BAILEY	EARL ROBERT BAILEY	173580	11/14/1996	$10.00		CC
59454-AP	Mr	JIM MCBRIDE	JIM MCBRIDE	153770	11/14/1996	$10 00		CC
59455-AP	Ms	CINDY DEE HILLHOUSE	CINDY DEE HILLHOUSE	162187	11/14/1996	$10.00		CC
59456-AP	Mr	KENNETH WAYNE WEESE	KENNETH WAYNE WEESE	160982	11/14/1996	$10.00		CC
59457-AP	Ms	FREDA JEAN MARBURGER	FREDA JEAN MARBURGER	168606	11/14/1996	$10.00		CC
59460-AP	Ms	ROSE WELLS	ROSE WELLS	140537	11/14/1996	$10 00		CC

UPSHUR COUNTY — JURY SELECTION SYSTEM — 14 NOV 1996

10-25-96-JP JUNE-96 10/31/96 11-07-96-CC

THE SOFTWARE GROUP, INC — Check Register for 11/14/96 — PAGE 3

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
59461-AP	Mr	DAVID LEE LOFTIS	DAVID LEE LOFTIS	146685	11/14/1996	$10 00		CC
59462-AP	Mr.	WILLIAM TRAVIS BYRD	WILLIAM TRAVIS BYRD	153922	11/14/1996	$10 00		CC
59463-AP	Mr	TERRY LEE MOON	TERRY LEE MOON	151101	11/14/1996	$10 00		CC
59464-AP	Mr	RONALD CHRISTOPHER BOWDEN	RONALD CHRISTOPHER BOWDEN	161765	11/14/1996	$10 00		CC
59465-AP	Ms.	EVA LEE SMITH	EVA LEE SMITH	152701	11/14/1996	$10 00		CC
59466-AP	Mr	JEFFREY WAYNE DENNIS	JEFFREY WAYNE DENNIS	156545	11/14/1996	$10 00		CC
59467-AP	Mr	CLIFTON RAY PARKER	CLIFTON RAY PARKER	166996	11/14/1996	$10 00		CC
59468-AP	Ms.	KAREN LOUISE MARSH	KAREN LOUISE MARSH	160926	11/14/1996	$10 00		CC
59469-AP	Mr	WILLIAM EDWARD CHALK	WILLIAM EDWARD CHALK	161229	11/14/1996	$10 00		CC
59470-AP	Ms	SALLY VESLEY	SALLY VESLEY	6758	11/14/1996	$10 00		CC
59471-AP	Ms.	ELVA NORRIS	ELVA NORRIS	148604	11/14/1996	$10 00		CC
59472-AP	Ms	LETHA MCCAIN	LETHA MCCAIN	9908	11/14/1996	$10 00		CC
59473-AP	Mr	CHARLES ROBERT STANCLIFF	CHARLES ROBERT STANCLIFF	173986	11/14/1996	$10 00		CC
59474-AP	Mr.	TROIS MERYL CLAY	TROIS MERYL CLAY	161152	11/14/1996	$10 00		CC
59475-AP	Mr.	JOE LEE FRANTZ	JOE LEE FRANTZ	166954	11/14/1996	$10 00		CC
59476-AP	Ms.	MARIE HOBACK PINKERT	MARIE HOBACK PINKERT	169412	11/14/1996	$10 00		CC
59477-AP	Mr.	KEVIN WARD	KEVIN WARD	143959	11/14/1996	$10 00		CC
59478-AP	Ms	DEANNA MICHELE NOBLE	DEANNA MICHELE NOBLE	171460	11/14/1996	$10 00		CC
59479-AP	Mr.	MICHAEL JEFFERSON SASSER	MICHAEL JEFFERSON SASSER	150509	11/14/1996	$10 00		CC
59480-AP	Mr.	TOMMY LEE LEWIS	TOMMY LEE LEWIS	142786	11/14/1996	$10 00		CC
59481-AP	Ms	DORIS MARIE KNIGHT	DORIS MARIE KNIGHT	158278	11/14/1996	$10 00		CC
59482-AP	Mr	WOODROW SHANE TEMPLES	WOODROW SHANE TEMPLES	171084	11/14/1996	$10 00		CC
Check Amounts						$710 00		

VOL. 417 PG 814

FILED
REX A. SHAW
COUNTY CLERK
96 NOV 27 PM 4:43
UPSHUR COUNTY, TX.
BY
DEPUTY

VOL 417 PG 815

UPSHUR COUNTY — JURY SELECTION SYSTEM — 22 NOV 1996
THE SOFTWARE GROUP, INC — 11-04-96-DC & JUNE-96 GRAND JURY 11/21/96 — PAGE 1
Check Register for 11/22/96

Check Number	Title	Name.	Check Name .	Juror ID	Check Date	Amount	Ck Status	Court
59487-AP	Ms	UPSHUR COUNTY	UPSHUR COUNTY	CRIME	11/22/1996	$10 00		115
~~59488-AP-VOID~~	~~Ms.~~				~~11/22/1996~~	~~$0 00~~	~~Voided~~	~~115~~
59489-AP	Mr	TIMOTHY HAROLD TURNER	TIMOTHY HAROLD TURNER	169706	11/22/1996	$30 00		115
59490-AP	Ms	HELEN DLEDIS HORTON	HELEN DLEDIS HORTON	150981	11/22/1996	$10 00		115
59491-AP	Mr.	HAROLD DONELL WALKER	HAROLD DONELL WALKER	150702	11/22/1996	$10 00		115
59492-AP	Ms	CHERYL COULTER STARKS	CHERYL COULTER STARKS	175640	11/22/1996	$10 00		115
59493-AP	Mr	ROBERT W YOST	ROBERT W YOST	4817	11/22/1996	$100 00		115
59494-AP	Mr	ERIN PATRICK HIGGINS	ERIN PATRICK HIGGINS	161816	11/22/1996	$100 00		115
59495-AP	Ms.	SHIRLEY MARIE FLOYD	SHIRLEY MARIE FLOYD	175620	11/22/1996	$10 00		115
59496-AP	Mr	MICHEAL V SHAW	MICHEAL V SHAW	162177	11/22/1996	$100 00		115
59497-AP	Ms	ALMA JANE STEWART	ALMA JANE STEWART	168098	11/22/1996	$10 00		115
59498-AP	Mr.	DOUGLAS LYNN HIGHTREE	DOUGLAS LYNN HIGHTREE	144520	11/22/1996	$10.00		115
59499-AP	Mr	WILLIAM P WALKER	WILLIAM P WALKER	161690	11/22/1996	$10 00		115
59500-AP	Mr	STEVE A CHANDLER	STEVE A CHANDLER	3178	11/22/1996	$30 00		115
59501-AP	Ms	SUZANNE CAPPEL	UPSHUR CO JUVENILE PROBATION	162053	11/22/1996	$10.00		115
59502-AP	Ms	ETHEL PALMER	ETHEL PALMER	146109	11/22/1996	$10 00		115
59503-AP	Mr	JAMES ALAN BETHUNE	JAMES ALAN BETHUNE	160855	11/22/1996	$10.00		115
59504-AP	Ms	DEBBIE LEE KUHN	DEBBIE LEE KUHN	153475	11/22/1996	$100.00		115
59505-AP	Mr	CLARENCE HENRY FARBER	CLARENCE HENRY FARBER	146846	11/22/1996	$10 00		115
59506-AP	Ms	DAISEY ELIZABETH HOWELL	DAISEY ELIZABETH HOWELL	160426	11/22/1996	$30.00		115
59507-AP	Ms	BETTY GAY RAY	BETTY GAY RAY	150893	11/22/1996	$10 00		115
59508-AP	Mr	BOBBY LAYNE DOWNS	BOBBY LAYNE DOWNS	164486	11/22/1996	$10 00		115
59509-AP	Mr	HENRY PAUL BROWN	HENRY PAUL BROWN	142357	11/22/1996	$10.00		115
59510-AP	Ms	BRENDA SUE BRANNON	BRENDA SUE BRANNON	153284	11/22/1996	$100 00		115
59511-AP	Ms	BRENDA HATCHER DOTSON	BRENDA HATCHER DOTSON	174672	11/22/1996	$10 00		115

UPSHUR COUNTY — JURY SELECTION SYSTEM — 22 NOV 1996

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Check Register for 11/22/96

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
59512-AP	Mr	DAVID RAND MOONEY	DAVID RAND MOONEY	5872	11/22/1996	$30 00		115
59513-AP	Ms	MARY LINDA CONLEY	MARY LINDA CONLEY	174800	11/22/1996	$10 00		115
59514-AP	Ms	TASHIA FRY	TASHIA FRY	147307	11/22/1996	$10 00		115
59515-AP	Mr	TIMOTHY MELVIN DUNNAM	TIMOTHY MELVIN DUNNAM	170081	11/22/1996	$10 00		115
59516-AP	Mr	ROBERT EDWARD GALE	ROBERT EDWARD GALE	175660	11/22/1996	$10 00		115
59517-AP	Ms	SANDRA JENKINS	SANDRA JENKINS	143317	11/22/1996	$100 00		115
59518-AP	Ms	ERNESTA FAYE MRS HANKINS	ERNESTA FAYE MRS HANKINS	8690	11/22/1996	$10 00		115
59519-AP	Ms	CAROL ANN PALMER	CAROL ANN PALMER	152005	11/22/1996	$10 00		115
59520-AP	Ms	ESTRELLA TIVIDAD	ESTRELLA TIVIDAD	148849	11/22/1996	$10 00		115
59521-AP	Mr	ALVIS LESTER PAYNE	ALVIS LESTER PAYNE	174013	11/22/1996	$10 00		115
59522-AP	Mr	RICHARD ANDREW HANDOVA	RICHARD ANDREW HANDOVA	175608	11/22/1996	$10 00		115
59523-AP	Ms	EVELYN C REESE	UPSHUR CO JUVENILE PROBATION	163084	11/22/1996	$30 00		115
59524-AP	Ms	LINDA LIGHT DEAN	LINDA LIGHT DEAN	174280	11/22/1996	$100 00		115
59525-AP	Ms.	ELLA WEBB	ELLA WEBB	1935	11/22/1996	$100.00		115
59526-AP	Mr	EUSEBIO IBARRA	EUSEBIO IBARRA	167904	11/22/1996	$10 00		115
59527-AP	Ms	CLAUDETTE NICOLE CLAY	CLAUDETTE NICOLE CLAY	153713	11/22/1996	$10 00		115
59528-AP	Mr	WALTER LYNN BAXTER	WALTER LYNN BAXTER	172233	11/22/1996	$10 00		115
59529-AP	Mr	FRANKLIN D AUDAS	FRANKLIN D AUDAS	156410	11/22/1996	$100 00		115
59530-AP	Mr	DAVID LYNN MORRIS	DAVID LYNN MORRIS	163661	11/22/1996	$30 00		115
59531-AP	Ms.	VERNETTE HAYNES	VERNETTE HAYNES	152520	11/22/1996	$10 00		115
59532-AP	Mr	DALE LONNIE LUCAS	DALE LONNIE LUCAS	142812	11/22/1996	$30 00		115
59533-AP	Ms	TEENA HENSON	TEENA HENSON	144509	11/22/1996	$10 00		115
59534-AP	Ms	MARTHA MYERS JAMES	MARTHA MYERS JAMES	147454	11/22/1996	$70 00		115
59535-AP	Ms	VIRGINIA LEE FREEMAN	VIRGINIA LEE FREEMAN	156910	11/22/1996	$30 00		115
59536-AP	Mr	MCCOY WATSON	MCCOY WATSON	168292	11/22/1996	$10 00		115

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THE SOFTWARE GROUP, INC — 11-04-96-DC & JUNE-96 GRAND JURY 11/21/96 — Check Register for 11/22/96 — PAGE 3

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Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
59537-AP	Ms	CARLA SHIPP	CARLA SHIPP	145013	11/22/1996	$10 00		115
59538-AP	Ms	PHYLLIS VICKERY BAILEY	PHYLLIS VICKERY BAILEY	165311	11/22/1996	$10 00		115
59539-AP	Mr	JOHN D LAMBERT	JOHN D LAMBERT	160990	11/22/1996	$10 00		115
59540-AP	Mr	RAGNALD OCOHO WARD	RAGNALD OCOHO WARD	169049	11/22/1996	$10 00		115
59541-AP	Ms	LINDA WHITLOCK VANHOUTEN	LINDA WHITLOCK VANHOUTEN	162969	11/22/1996	$30 00		115
59542-AP	Mr	BOBBY LYNN REYNOLDS	BOBBY LYNN REYNOLDS	164370	11/22/1996	$10 00		115
59543-AP	Ms	MOLLIE STOKLEY	MOLLIE STOKLEY	8998	11/22/1996	$10 00		115
59544-AP	Ms	JANA RENE COLE	JANA RENE COLE	158000	11/22/1996	$10.00		115
59545-AP	Ms	IONA MAE TANNER	IONA MAE TANNER	6939	11/22/1996	$30 00		115
59546-AP	Mr	BARRY CLARK WALLACE	UPSHUR CO JUVENILE PROBATION	172845	11/22/1996	$9 00		115
59547-AP	Mr	TROY D DOWNING	TROY D DOWNING	169462	11/22/1996	$100.00		115
59548-AP	Mr	WILLIAM PATTERSON	WILLIAM PATTERSON	4223	11/22/1996	$10.00		115
59549-AP	Ms	BRENDA SETTLES	BRENDA SETTLES	11723	11/22/1996	$10 00		115
59550-AP	Mr	ROBERT AARON FUDGE	ROBERT AARON FUDGE	145621	11/22/1996	$30 00		115
59551-AP	Mr	JAMES HORACE DURRUM	JAMES HORACE DURRUM	134014	11/22/1996	$10 00		115
59552-AP	Ms	AUDRA CHERYL MRS HODGES	AUDRA CHERYL MRS HODGES	6327	11/22/1996	$10 00		115
59553-AP	Mr	JAMES CLINTON DUCKWORTH	JAMES CLINTON DUCKWORTH	152857	11/22/1996	$10 00		115
59554-AP	Mr	WILLIAM T DENSON	WILLIAM T DENSON	8569	11/22/1996	$10 00		115
59555-AP	Ms	JUANITA GAGE	JUANITA GAGE	144400	11/22/1996	$10 00		115
59556-AP	Ms	MELINDA SUE SIMMONS	MELINDA SUE SIMMONS	143079	11/22/1996	$10 00		115
59557-AP	Mr	ROBERT EARL KENNEDY	ROBERT EARL KENNEDY	167300	11/22/1996	$10 00		115
59558-AP	Ms	DAISY J POTTER	DAISY J POTTER	4270	11/22/1996	$10 00		115
59559-AP	Mr	WILLIAM GEORGE JOHNSON	WILLIAM GEORGE JOHNSON	163330	11/22/1996	$10 00		115
59560-AP	Ms	DEBORAH RAY MURPHY	DEBORAH RAY MURPHY	168413	11/22/1996	$10 00		115
59561-AP	Ms	TERESA RAE SMITHHART	TERESA RAE SMITHHART	175040	11/22/1996	$10 00		115

FILED
REX A SHAW
COUNTY CLERK
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UPSHUR COUNTY — JURY SELECTION SYSTEM — 22 NOV 1996

THE SOFTWARE GROUP, INC — 11-04-96-DC & JUNE-96 GRAND JURY 11/21/96 — PAGE 4

Check Register for 11/22/96

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
59562-AP	Ms	JUDY KAY TURNER	JUDY KAY TURNER	157125	11/22/1996	$10 00		115
59563-AP	Mr	GEORGE E LINTON	GEORGE E LINTON	8806	11/22/1996	$100 00		115
59564-AP	Ms	SHARON MOSELEY	SHARON MOSELEY	12557	11/22/1996	$100 00		115
59565-AP	Mr	JOHN WESLEY KING	JOHN WESLEY KING	171160	11/22/1996	$10 00		115
59566-AP	Mr	STEVEN RANDY DOLLISON	STEVEN RANDY DOLLISON	159191	11/22/1996	$10 00		115
59567-AP	Ms	THERESA ANN SHAW	THERESA ANN SHAW	149484	11/22/1996	$10 00		115
59568-AP	Ms	PEGGY JEAN STRICKLAND	PEGGY JEAN STRICKLAND	152630	11/22/1996	$30 00		115
59569-AP	Mr	GERALD FRANKLIN	GERALD FRANKLIN	162850	11/22/1996	$10 00		115
59570-AP	Mr	BARRY CLARK WALLACE	BARRY CLARK WALLACE	172845	11/22/1996	$1 00		115
59571-AP	Ms	DIANNE SANFORD	DIANNE SANFORD	141077	11/22/1996	$10 00		115
59572-AP	Mr	THOMAS ROBERT DELAMATER	THOMAS ROBERT DELAMATER	170365	11/22/1996	$10 00		115
59573-AP	Mr	HARVEY L RAYSON	HARVEY L RAYSON	140418	11/22/1996	$10 00		115
59574-AP	Ms	BARBARA FLUELLEN	BARBARA FLUELLEN	176114	11/22/1996	$10 00		115
59575-AP	Mr	GLENN DOUGLAS SHIPP	GLENN DOUGLAS SHIPP	153036	11/22/1996	$10 00		115
59576-AP	Mr	MILES KING	MILES KING	2419	11/22/1996	$10 00		115
59577-AP	Ms	SAVERA STRICKLAND	SAVERA STRICKLAND	148812	11/22/1996	$10 00		115
59578-AP	Mr	GEORGE B NOLAN	GEORGE B NOLAN	160007	11/22/1996	$10 00		115
59579-AP	Mr	SMOKEY JOE WILLIAMS	SMOKEY JOE WILLIAMS	176115	11/22/1996	$10 00		115
59580-AP	Mr	PHILIP HARVEY ATTAWAY	PHILIP HARVEY ATTAWAY	145303	11/22/1996	$10 00		115
59581-AP	Mr	TOM DAVIS	TOM DAVIS	3339	11/22/1996	$10 00		115
59582-AP	Mr	HERMAN MILTON TIDWELL	HERMAN MILTON TIDWELL	167063	11/22/1996	$10 00		115
Check Amounts						$2,320 00		

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Date: 11-27-96

COMMISSIONER COURT
ATTENDENCE SHEET

Name	City of Residence
Bill Bacon	County
Joyce Harris	Gilmer
[illegible]	[illegible]
Mac Everton	Mirror
Phillip Williams	Tyler Morning Telegraph
Jerry Knighten	Sulphur Springs
Joe Hall	East Texas Engineers, Inc Conroe
Terry Winn	Glenwood Water Supply Corp Gilmer
Charles M. Thompson	Texarkana, Tx
Barbara N Thompson	" "
Randy Reese	
Dead Moore	
Robert Crapps	Gilmer Tx
Wally L Rhodes	Glenwater, Tx.
Dale Parker	Ore City
Melvin Reynolds	Gilmer, Tx - Rt 1 Box 18
Joyce Morrison	Gilmer
Sara Duncan	Gilmer
Peggy Stiles	Gilmer
[illegible]	Big Sandy
Buck Crow	Gilmer
Joe H Coy	Gilmer

FILED
REX A SHAW
COUNTY CLERK
96 NOV 27 PM 2:53
UPSHUR COUNTY, TX.
DEPUTY

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