VOL 58 PG 277

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
THURSDAY, MARCH 15, 2001, 9:00 AM, REGULAR SESSION
UPSHUR COUNTY LIBRARY ANNEX, 700 W. TYLER ST., GILMER, TX.

1. **Approve the minutes of previous meetings.**
2. **Consider any budget amendments and take action.**
3. **Consider any payroll changes and take action.**
4. **Consider accounts payable and take action.**
5. **Accept payroll register.**
6. **Accept Treasurers Monthly Report.**
7. **Hear from persons from Integrated Business Systems and Complete Business Systems concerning copier services and supplies. Take any action necessary.**
8. **Consider and take action on a mutual aid agreement between Upshur County and the City of Big Sandy.**
9. **Consider adopting a proclamation adopting an ag week and take action.**
10. **Consider and take action on adopting an order establishing criteria for redistricting of County political boundaries.**
11. **Accept for recording the list of names for the Upshur County Historical Commission.**
12. **Accept for recording the Oath of Office of Jerry Kuhn as a Deputy Sheriff.**
13. **Review and approve the contract on the elevator and installation provided approval has been received from District Attorney, Tim Cone.**
14. **Consider sale of 67 truck from last agenda for Pct. 1 and accept bid offered.**
15. **Accept financial statement.**
16. **Re-visit bids on Pct. 1 Rescue truck that was tabled from the last meeting. Take any action necessary.**
17. **Approve applications for use of Upshur County roads and right-of-ways.**

FILED
REXA STEWART
COUNTY CLERK
01 MAR 12 AM 9:14
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Charles L. Still
Charles L. Still
County Judge

This above and foregoing is a true and correct copy of the original on file in this office.
COUNTY CLERK UPSHUR COUNTY, TEXAS
Rexa A. Stewart
County Clerk
Upshur County, Texas

VOL 58 PG 278

UPSHUR COUNTY COMMISSIONERS COURT

3-15-2001

COMMISSIONERS COURT MET IN REGULAR SESSION. COMMISSIONER JOEY ORMS WAS NOT PRESENT.

1. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE MINUTES OF PREVIOUS MEETING DATED 2-28-2001. MOTION CARRIED.

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

3. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO APPROVE THE FOLLOWING PAYROLL CHANGES:
EVELYN JONES-DISTRICT ATTORNEY'S OFFICE-DUE TO LONGEVITY INCREASE
GARY DAVIS-PRECINCT #4 -DUE TO LONGEVITY INCREASE
KELLI CREED-COUNTY JAIL- DUE TO LONGEVITY INCREASE
TARAH DODSON-LIBRARY-DUE TO NEW HIRE
BOBBY SANDERS-SHERIFF'S OFFICE-DUE TO NEW HIRE
MIKE BYERS-PRECINCT #3-DUE TO NEW HIRE
TROY L. FORT-PRECINCT #4-FEMA (FEDERAL EMERGENCY MANAGEMENT ASSISTANCE) TO REIMBURSE SALARY IN JULY.
LISA MARTIN-PCT. #4-TEMPORARY PART-TIME ADMINISTRATIVE FEMA
BILLIE DARLENE BARBER-COUNTY JAIL-MOVED FROM RECORDS CLERK TO JAILER.
ALLEN TEFTELLER-COUNTY JAIL-DUE TO PROMOTION
JOSH MARTIN-COUNTY JAIL-DUE TO TRANSFER
BENNY FLUELLEN-PCT.#1-NEW HIRE
JAMES BORENS-PCT #1- DUE TO RE-EVALUATION OF JOB

MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL PAYROLL CHANGE REPORTS ATTACHED.

4. MOTION BY RUSSELL GREEN SECONDED RICK JACKSON TO APPROVE PAYMENT OF ACCOUNTS PAYABLE NOW DUE WITH EXCEPTION OF BILLS IN QUESTION. MOTION CARRIED.

5. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ACCEPT THE PAYROLL REGISTER. MOTION CARRIED. PAYROLL REGISTER ATTACHED.

6. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE

TREASURER'S MONTHLY REPORT. MOTION CARRIED. TREASURER'S MONTHLY REPORT ATTACHED.

7. A REPRESENTATIVE FROM INTEGRATED BUSINESS SYSTEMS AND A REPRESENTATIVE FROM COMPLETE BUSINESS SYSTEMS MET WITH COURT TO PRESENT PROPOSALS TO THE COURT ON COPY MACHINES AND COPY SUPPLIES. MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO ACCEPT PROPOSAL FROM INTEGRATED BUSINESS SYSTEMS. AMOUNT OF PROPOSAL IS 1 CENT PER COPY. ONE YEAR CONTRACT TO BEGIN 4-1-2001. MOTION CARRIED. NO DOCUMENTS SUBMITTED TO COUNTY CLERK.

14 & 16. MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO ACCEPT BID SUBMITTED BY DON BERRY FOR 1967 RESCUE TRUCK. MOTION CARRIED. (THIS ACTION WAS TABLED FROM PREVIOUS MEETING DATED 2-28-2001.)

15. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ACCEPT FINANCIAL STATEMENTS SUBMITTED BY COUNTY AUDITOR. MOTION CARRIED. FINANCIAL STATEMENTS FOR THE MONTH ENDED 2-28-2001 ON FILE IN THE COUNTY CLERKS OFFICE.

8. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT MUTUAL AID AGREEMENT BETWEEN UPSHUR COUNTY AND THE CITY OF BIG SANDY WITH THE STIPULATION THAT DISTRICT ATTORNEY TIM CONE APPROVE THE CONTRACT. MOTION CARRIED. UNSIGNED AGREEMENT ATTACHED.

9. MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO ADOPT A PROCLAMATION ADOPTING MARCH 18 TO 24 AS NATIONAL AGRICULTURE WEEK IN TEXAS. MOTION CARRIED. PROCLAMATION ATTACHED.

10. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO ADOPT AN ORDER ESTABLISHING CRITERIA FOR REDISTRICTING OF COUNTY POLITICAL BOUNDARIES. MOTION CARRIED. ORDER ESTABLISHING CRITERIA FOR REDISTRICTING OF COUNTY POLITICAL BOUNDARIES ATTACHED.

11. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO RECORD LIST OF NAMES FOR THE UPSHUR COUNTY HISTORICAL COMMISSION WITH THE STIPULATION THAT ANYONE UNABLE TO SERVE WILL BE REMOVED . MOTION CARRIED. LIST ATTACHED.

12. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING, OATH OF JERRY KUHN. MOTION CARRIED. OATH OF OFFICE BY JERRY KUHN ATTACHED.

VOL 58 PG 280

13. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO ACCEPT REVISED CONTRACT FOR THE ELEVATOR. MOTION CARRIED. CONTRACT ATTACHED.

17. MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENT CONTRACT, PERMIT APPLICATIONS AND/OR APPLICATIONS FOR FILLING ABANDONED WELLS:

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY TOMMY PAYNE LOGGING TO HAUL LOGS ON RED CEDAR, ASPEN AND LEMON ROADS.

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

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY GARY ROMINE TO HAUL LOGS ON SHEEP.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY D & B TIMBER TO HAUL LOGS ON SNYDER ROAD.

PERMIT APPLICATION SUBMITTED BY RONNIE POOLE TO PLACE A CULVERT IN ROW OF HAWK ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY FLUID DISPOSAL TO HAUL HEAVY EQUIPMENT ON PHEASANT ROAD AND DAVID ROAD.

PERMIT APPLICATION SUBMITTED BY GLEN FERRELL TO PLACE A CULVERT IN ROW OF PALM ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY W.W. GOING LOGGING TO HAUL LOGS ON FLYING SQUIRREL.

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

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

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

BILLS PREVIOUSLY APPROVED ON 2-28-2001 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

JUDGE CHARLES STILL

COMMISSIONER PCT. #1 JOE "JOEY"ORMS

COMMISSIONER PCT. #2 TOMMY STANLEY

COMMISSIONER PCT. #3 RICK JACKSON

COMMISSIONER PCT. #4 RUSSELL GREEN

VOL 58 PG 282

UPSHUR COUNTY

BUDGET AMENDMENTS

The following budget amendments were approved on this the 15th day of March, 2001.

Charles Still, County Judge

Joey Orms, Commissioner, Pct. 1

Tommy Stanley, Comm. Pct. 2

Rick Jackson, Comm. Pct. 3

Russell Green, Comm. Pct. 4

FILED
REX A SHAW
COUNTY CLERK
01 MAR 15 PM 3:46
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Page 1 March 15, 2001 LINE ITEM TRANSFER BUDGET AMENDMENTS

FROM			TO		
	Commissioners Court			**Commissioners Court**	
10-401-4490	Legal Ads & Notices	$ 29 59	10-401-3010	Office Supplies	$ 29 59
	Non-Departmental			**JP #1**	
10-409-4955	Contingency	$ 399 90	10-451-1300	Parttime Employee	$ 399 90
	District Attorney			**District Attorney**	
10-476-4145	Transcripts	$ 43.52	10-476-4135	Court Costs	$ 43.52
	Voter/Tax Assessor			**Tax Assessor**	
26-499-5400	Office Machines & Equipt	$ 2,000 00	10-499-5400	Office Machines	$ 2,847.00
10-499-4502	Education Expense	$ 847 00			
		$ 2,847 00			
	9-1-1			**9-1-1**	
10-509-5200	Computer Equipt	$ 885 39	10-509-5250	Computer Software	$ 885 39
	County Buildings			**County Buildings**	
10-510-5350	Comm Equipment	$ 725 50	10-510-4320	Natural Gas	$ 725.50
	C. J. Annex			**C. J. Annex**	
10-514-5100	Facilities Improvement	$ 2,244.19	10-514-3380	Misc Expense	$ 291 01
			10-514-4320	Natural Gas	$ 1,953 18
					$ 2,244 19
	Non-Departmental			**Constable #1**	
10-409-4955	Contingency	$ 1,150.00	10-551-4520	Mileage	$ 1,150 00
	DPS			**DPS**	
10-580-5800	Radar	$ 559 85	10-580-3380	Other Operating	$ 559 85
	Library			**Library**	
10-650-5100	Facilities Improvement	$ 612.35	10-650-4320	Natural Gas	$ 612 35
	Road & Bridge #1			**Road & Bridge #1**	
15-611-5100	Facilities Improvement	$ 241.45	1-561-1480	Other Repairs & Mant	$ 241.45
	Road & Bridge #2			**Road & Bridge #2**	
16-612-4480	Other Repairs & Maint	$ 25.25	16-612-4495	Other Contr Service	$ 25.25
	Road & Bridge #4			**Road & Bridge #4**	
18-614-5650	Repair & Maint Equipt	$ 2,052.34	18-614-3330	Sand & Gravel	$ 1,178.00
			18-614-3380	Other Operating	$ 874.34
					$ 2,052.34

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3/1/01 Dept. 476/DA

Employee Evelyn Jones

Social Security No. _____ Emp ID# 324

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

REASON(S) FOR THE CHANGE(S)

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

Comments. Longevity 14 years #28/ea

Authorized by Myra Harris

Approved by _____ Date: 3-14-01

BP G1503

FILED
UPSHUR COUNTY TEXAS
01 MAR 15 PM 3:47
BY _____ DEPUTY

VOL 58 PG 285

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-01 Dept. 614/Pct#4

Employee Gary Davis

Social Security No _____ Emp ID# 770

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

REASON(S) FOR THE CHANGE(S)

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

FILED
UPSHUR COUNTY
BETTY A. SHAW
COUNTY CLERK
01 MAR 15 PM 3:51
DEPUTY

Comments Longevity 5 years
$10/ea

Authorized by: Myra Harris

Approved by: Date: 3-14-01

BP-G1503

VOL 58 PAGE 286

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-01 Dept 565/Co. Jail

Employee Kelli Creed

Social Security No _____ Emp ID# 1003

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

REASON(S) FOR THE CHANGE(S)

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

FILED
JAN 31 2001
REBA SHAW
COUNTY CLERK
BY _____ DEPUTY

Comments #2 Longevity 1 year

Authorized by: Myra Harris

Approved by: Date 3-14-01

BP-G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3/12/01 Dept. 650/Library

Employee Sarah Dodson

Social Security No. _____ Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	1, 7	
	Rate	$5.15/HR	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments: Library book shelver part-time.

Authorized by: Joyce Morrison 3-12-01

Approved by: Date:

BP-G1503

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FILED
SHAN
CLERK
MAR 15 PM 3:57
UPSHUR COUNTY
CLERK
TEXAS

VOL 58 PG 288

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-12-01 Dept 560/Co Sheriff

Employee Bobby Sanders

Social Security No. _____ Emp ID# 200

	CHANGES(S)	FROM	TO
	Grade Step	17,24	
	Rate	$1050.00/ea	
	Department	($200.00/mo)	
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED
01 MAR 15 PM 3:47
UPSHUR COUNTY TEXAS
COUNTY CLERK
DEPUTY

Comments: Deputy I - (no introductory period) Mike Davis position.

Authorized by: _____ 03-06-01

Approved by: _____ Date

BP G1503

VOL 58 PG 289

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-12-01 Dept. 613/ Pct#3

Employee Mike Byers (Michael)

Social Security No _____ Emp ID# 1079

X	CHANGES(S)	FROM	TO
	Grade Step	14,17	
	Rate	$1750.00/mo	
	Department	$875.00/ea	
	Position		

REASON(S) FOR THE CHANGE(S)

X	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 FOR RECORD
UPSHUR COUNTY, TEXAS
01 MAR 14 PM 3:47
BY _____ DEPUTY

Comments. Reg Salaried Employee
Mechanic Six months
introductory.

Authorized by: _____

Approved by: _____ Date: 3/14/01

BP-G1503

VOL 158 PG 290

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-5-01 Dept 614/ Pct# 4

Employee TROY L FORT

Social Security No _____ Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	$7.00/HR	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

X	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
01 MAR 5 PM 3:47
COUNTY CLERK
UPSHUR COUNTY, TEXAS

Comments FEMA (Federal Emergency Management Assistance) To reimburse salary in July.

Authorized by [signature] 3-5-01

Approved by. Date

BP G1503

VOL 58 PG 291

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-2-01 Dept. 614/Pct#4

Employee Lisa Martin

Social Security No _____ Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	6.20/HR	
	Department		
	Position		

FILED
REKA A. SHAW
COUNTY CLERK
01 MAR 15 PM 2:47
UPSHUR COUNTY, TEXAS
BY _____ DEPUTY

REASON(S) FOR THE CHANGE(S)

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

Comments: Temporary part-time administration FEMA

Authorized by: _____

Approved by: [signature] Date: 3-1-01

BP-G1503

VOL 58 PG 292

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-01 Dept. 565/Co. Jail

Employee Billie Darlene Barber

Social Security No _____ Emp ID# 329

X	CHANGES(S)	FROM	TO
	Grade Step	8,21	14,21
	Rate	$775.00/ea	$925.00/ea
	Department	($1550.00/mo)	($1850.00/mo)
	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

Comments: Moved from Records Clerk to Jailer - 1mo introductory period. Allen Tefftiller position

Authorized by:

Approved by: Jessie Beverly Date 3-1-01

BP-G1503

VOL 58 PG 293

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-01 Dept 565/Co. Jail

Employee Allen Jefferies

Social Security No. _____ Emp ID# 893

X	CHANGES(S)	FROM	TO
	Grade Step	14, 21	14, 23
	Rate	$ 925.00/ea	$ 950.00/ea
	Department	$ 1850.00/mo	1900.00/mo
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED
REXA SHAW
COUNTY CLERK
01 MAR 15 PM 3:47
UPSHUR COUNTY, TEXAS

Comments. Sargent - no introductory period. Josh Martin position.

Authorized by:

Approved by: James Beasley Date: 3-1-01

BP-G1503

VOL 58 PG 294

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-01 Dept 565/Co. Jail

Employee Josh Martin

Social Security No. _____ Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	14,23	14,21
	Rate	$ 950.00/ea	$ 925.00/ea
	Department	$ 1900.00/mo	$ 1850.00/mo
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED
2001 MAR 15 PM 3:47
COUNTY CLERK
UPSHUR COUNTY, TEXAS
BY _____ DEPUTY

Comments Inter department transfer from Jailer to Dispatcher, Brad Welburn position No introductory period.

Authorized by.

Approved by: James Beasley Date 3-1-01

BP G1503

VOL 58 PG 295

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-6- Dept 611 / Pct #1

Employee Benny Fluellen

Social Security No _____ Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	7.2	
	Rate	5.95/Hr	
	Department		
	Position		

	REASON(S) FOR THE CHANGE(S)		
X	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

FILED FOR RECORD
01 MAR 15 PM 3:15
UPSHUR COUNTY, TEXAS
BY _____ DEPUTY

Comments: Temporary part-time

Authorized by: Joe Orr 3-5-01

Approved by: _____ Date:

BP-G1503

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-01 Dept 611/Pct#1

Employee James Boreno

Social Security No _____ Emp ID# 889

X	CHANGES(S)	FROM	TO
	Grade Step	12, 15	12, 22
	Rate	$1500.00/mo	1750.00/mo
	Department	$787.50/ea	$875.00/ea
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED FOR RECORD
01 MAR 29 PM 4:15
BILLIE DEAN SHUTT
UPSHUR COUNTY CLERK
DEPUTY

Comments. Heavy Equipment Operator

Authorized by: Joe Orem 3-1-01

Approved by: _____ Date.

BP G1503

VOL 58 PG 297

Upshur County Treasurer
THE SOFTWARE GROUP, INC

PAYROLL/PERSONNEL SYSTEM
CHECK REGISTER FOR CURRENT PAYROLL

12 46 35pm 14 Mar 20
PAGE 1

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
104209-PCA	03/14/01	03/15/01	LAGRONE, PEGGY S	598.11		
104210-PCA	03/14/01	03/15/01	STILL, CHARLES L	1,873 88	N	
104211-PCA	03/14/01	03/15/01	CAIN, DERONDA KAYE	683.12	N	
104212-PCA	03/14/01	03/15/01	CHILDRESS, JANIS L.	500.62		
104213-PCA	03/14/01	03/15/01	ESCANLAR, DORISIE L	493 56		
104214-PCA	03/14/01	03/15/01	MCBRIDE, JUDITH A.	475 64		
104215-PCA	03/14/01	03/15/01	RODENBERG, ROBIN D	585.47	N	
104216-PCA	03/14/01	03/15/01	SHAW, REX AUDENE	942 89	N	
104217-PCA	03/14/01	03/15/01	SIMMONS, REGINA M.	620 50		
104218-PCA	03/14/01	03/15/01	LOYD, DANNY MICHAEL	686.27	N	
104219-PCA	03/14/01	03/15/01	KUHN, JERRY LYNN	448 24	N	
104220-PCA	03/14/01	03/15/01	STEELMAN, KARMEN CITA	612.53	N	
104221-PCA	03/14/01	03/15/01	KELLAR, LEANDA M.	450 81		
104222-PCA	03/14/01	03/15/01	LOFTIS, JO ANN	612.95	N	
104223-PCA	03/14/01	03/15/01	DRENNAN, DEANNA R.	1,294 70		
104224-PCA	03/14/01	03/15/01	ENGLISH, LOUIE M	511 27		
104225-PCA	03/14/01	03/15/01	LIBERACKI, JAMES H	220 53		
104226-PCA	03/14/01	03/15/01	ROSS, TERRI LYNN	854.51	N	
104227-PCA	03/14/01	03/15/01	CHEVALIER, MELISSA K	584 87		
104228-PCA	03/14/01	03/15/01	FAILS, PATSY M	410 22	N	
104229-PCA	03/14/01	03/15/01	HAMBERLIN, FRANKIE M.	909 20	N	
104230-PCA	03/14/01	03/15/01	HENSON, TEENA	691 92		
104231-PCA	03/14/01	03/15/01	MARSHALL, LORING F	457 40		
104232-PCA	03/14/01	03/15/01	PATE, CASEY M.	555 31	N	
104233-PCA	03/14/01	03/15/01	SMITH, SUSAN K	491.46		
104234-PCA	03/14/01	03/15/01	GRIMES, ARNOLD	592 98		
104235-PCA	03/14/01	03/15/01	MANES, AMNA WYONE	537 51		
104236-PCA	03/14/01	03/15/01	MONEY, LISA R	400 41		
104237-PCA	03/14/01	03/15/01	CRISLER, LORA L	502 02		
104238-PCA	03/14/01	03/15/01	EDGE, PAMELA S	491 73		
104239-PCA	03/14/01	03/15/01	ROEDER, LENA K	635.91		
104240-PCA	03/14/01	03/15/01	PERRY, CAROLYN JO	639.62	N	
104241-PCA	03/14/01	03/15/01	WELCH, MIRANDA L	571 62	N	
104242-PCA	03/14/01	03/15/01	RAY, WILLIAM VALTON	683 05	N	
104243-PCA	03/14/01	03/15/01	WHITESIDE, DONNA L	522 02	N	
104244-PCA	03/14/01	03/15/01	BRUNSON, MARY DELL	839.35	N	
104245-PCA	03/14/01	03/15/01	BULLOCK, CAROLYN SUE	767 01	N	
104246-PCA	03/14/01	03/15/01	FARMER, MARGARET A.	484 13		
104247-PCA	03/14/01	03/15/01	JONES, EVELYN D	765 89	N	
104248-PCA	03/14/01	03/15/01	LINGLE, JOSEPH RICHARD JR	931 83	N	
104249-PCA	03/14/01	03/15/01	MOORE, BARBARA L	680 53	N	
104250-PCA	03/14/01	03/15/01	NORTON, ANGELA J	1,136 71		
104251-PCA	03/14/01	03/15/01	HUTCHINS, WANDA L	658 28	N	
104252-PCA	03/14/01	03/15/01	LONG, PAMELA GAY	1,076 17		
104253-PCA	03/14/01	03/15/01	EAST, KAREN A	514 80	N	
104254-PCA	03/14/01	03/15/01	EVANS, MINA LEE	358 40		
104255-PCA	03/14/01	03/15/01	HARRIS, MYRA	759 52	N	

FILED
REX A. SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
UPSHUR COUNTY, TX.
BY _____ DEPUTY

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
104256-PCA	03/14/01	03/15/01	TUEL, LINDA LOUISE	514.60	N	
104257-PCA	03/14/01	03/15/01	GENTRY, PAULA A	507 15		
104258-PCA	03/14/01	03/15/01	GIBSON, CARLA R	552 85		
104259-PCA	03/14/01	03/15/01	HALLMAN, CHRISTIE J	691 83	N	
104260-PCA	03/14/01	03/15/01	HARRIS, JOANNA S	490 30		
104261-PCA	03/14/01	03/15/01	HILL, BARBARA A	562 74		
104262-PCA	03/14/01	03/15/01	HOWELL, LUANA GAIL	489 93		
104263-PCA	03/14/01	03/15/01	JENKINS, LATICIA ANN	463 98	N	
104264-PCA	03/14/01	03/15/01	LAMINACK, SHERRON H	657 56		
104265-PCA	03/14/01	03/15/01	LANE, MARGARET J	579 10		
104266-PCA	03/14/01	03/15/01	LEONARD, FONDA K	557 23		
104267-PCA	03/14/01	03/15/01	MCKINLEY, CHARLOTTE ELAINE	547 01		
104268-PCA	03/14/01	03/15/01	SMITH, MICHEAL LOYD	990 14	N	
104269-PCA	03/14/01	03/15/01	OFFIELD, STELLA GINA	652 38		
104270-PCA	03/14/01	03/15/01	SHELTON, MELANIE M	441 42		
104271-PCA	03/14/01	03/15/01	COOK, JOHN RUBIN	692 77	N	
104272-PCA	03/14/01	03/15/01	DANIELS, CHARLES D	557 70	N	
104273-PCA	03/14/01	03/15/01	MEARS, CHARLES R	575 19	N	
104274-PCA	03/14/01	03/15/01	ROEDER, RAYMOND R	731 23	N	
104275-PCA	03/14/01	03/15/01	BULLOCK, JOEL K	496 54		
104276-PCA	03/14/01	03/15/01	LAGRONE, DOYCE DEWAYNE	741 87		
104277-PCA	03/14/01	03/15/01	ROGERS, WILLIAM A	550 26		
104278-PCA	03/14/01	03/15/01	CORLEY, ROLAN D	594 67		
104279-PCA	03/14/01	03/15/01	KUZA, HENRY MICHAEL II	576 54	N	
104280-PCA	03/14/01	03/15/01	BEDWELL, ROXANNE	785 82		
104281-PCA	03/14/01	03/15/01	BENGE, RONALD DALE	819 19	N	
104282-PCA	03/14/01	03/15/01	BETTERTON, ANTHONY S	1,073 82	N	
104283-PCA	03/14/01	03/15/01	BURRIS, RANDY DAVID	880 58	N	
104284-PCA	03/14/01	03/15/01	CROMLEY, ROBERT ALLEN	789 35	N	
104285-PCA	03/14/01	03/15/01	DECUIR, JAMES A	751.40	N	
104286-PCA	03/14/01	03/15/01	DOWNS, GABRIEL R	774 35		
104287-PCA	03/14/01	03/15/01	FORTSON, LARRY WAYNE	750 89	N	
104288-PCA	03/14/01	03/15/01	MATTHEWS, GENEVA NELL	681 57		
104289-PCA	03/14/01	03/15/01	MOORE, JERRY A	780 05	N	
104290-PCA	03/14/01	03/15/01	MURPHY, NADRA H	783 40	N	
104291-PCA	03/14/01	03/15/01	ROBERTS, GARY DALE	816 42		
104292-PCA	03/14/01	03/15/01	SALDIS, GEORGE CARL	786.25	N	
104293-PCA	03/14/01	03/15/01	STEELMAN, PAUL A	272 92		
104294-PCA	03/14/01	03/15/01	THOMPSON, NANCY K	587 09	N	
104295-PCA	03/14/01	03/15/01	TILLERY, HIRAM D	879 23		
104296-PCA	03/14/01	03/15/01	VENN, EMMETT C	2,443 58		
104297-PCA	03/14/01	03/15/01	YOUNG, LELAND WAYNE	752 04	N	
104298-PCA	03/14/01	03/15/01	BARBER, BILLIE DARLENE	677 01	N	
104299-PCA	03/14/01	03/15/01	BARTHELEMESS, LARHONDA L	678 05		
104300-PCA	03/14/01	03/15/01	BEAN, ELIZABETH M	678 17	N	
104301-PCA	03/14/01	03/15/01	BEASLEY, JAMES LEON	968 78	N	
104302-PCA	03/14/01	03/15/01	BULLOCK, JOEL K	461 04		

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CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
104303-PCA	03/14/01	03/15/01	CREED, KELLI J	742 78		
104304-PCA	03/14/01	03/15/01	DANIELS, JOE NATHAN	566.67		
104305-PCA	03/14/01	03/15/01	DAVIS, SCOTT WAYDE II	628 51		
104306-PCA	03/14/01	03/15/01	GIBBS, SHANNON D	652 10		
104307-PCA	03/14/01	03/15/01	GONZALES, SONDRA J	683.41		
104308-PCA	03/14/01	03/15/01	GRISWOLD, JAMES E	704 19	N	
104309-PCA	03/14/01	03/15/01	HELPENSTILL, RAY B	616.29	N	
104310-PCA	03/14/01	03/15/01	HUGHES, KAREN S	507.43		
104311-PCA	03/14/01	03/15/01	JACKSON, BROOKS C.	671.43		
104312-PCA	03/14/01	03/15/01	JEFFERY, KATHY J	646 53		
104313-PCA	03/14/01	03/15/01	MARTIN, JOSHUA P	676.61		
104314-PCA	03/14/01	03/15/01	MASSOLETTI, MARTY	699 42		
104315-PCA	03/14/01	03/15/01	MCCAULEY, JILL A	696.18		
104316-PCA	03/14/01	03/15/01	MITCHELL, LAURA L	679 10		
104317-PCA	03/14/01	03/15/01	NIELL, SHERRY L	682.21	N	
104318-PCA	03/14/01	03/15/01	NOLLEY, KENNETH R JR	668 08		
104319-PCA	03/14/01	03/15/01	NORWOOD, THOMAS W	673.14		
104320-PCA	03/14/01	03/15/01	PYLE, RUTHIE L	641 80		
104321-PCA	03/14/01	03/15/01	STANLEY, TIMOTHY S	678 05		
104322-PCA	03/14/01	03/15/01	TEFFTELLER, ALLEN K	721.47		
104323-PCA	03/14/01	03/15/01	WADE, ALAN M	727.24		
104324-PCA	03/14/01	03/15/01	WALKER, DIANE	579 40	N	
104325-PCA	03/14/01	03/15/01	WHORTON, PAULA N	705 98	N	
104326-PCA	03/14/01	03/15/01	WILLIAMS, BILLY JOE	685 94		
104327-PCA	03/14/01	03/15/01	BERRY, DEBORAH DENISE	560 93	N	
104328-PCA	03/14/01	03/15/01	BRIAN, KRISTIE D	869.33		
104329-PCA	03/14/01	03/15/01	BROWN, CHRISTOPHER E.	946 12		
104330-PCA	03/14/01	03/15/01	BURROUS, JAMES MICHAEL	930.37		
104331-PCA	03/14/01	03/15/01	GEE, JAMES R	651 97		
104332-PCA	03/14/01	03/15/01	GRANT, GLENDA ANN	701.02		
104333-PCA	03/14/01	03/15/01	HANCOCK, KATHRYN B	871.04		
104334-PCA	03/14/01	03/15/01	HUDGINS, ROYCE L III	1,014 02	N	
104335-PCA	03/14/01	03/15/01	JACKSON, SHANE M	1,229 26		
104336-PCA	03/14/01	03/15/01	KELLER, LINDA H	900 01		
104337-PCA	03/14/01	03/15/01	MAYFIELD, KENNETH M	368 53	N	
104338-PCA	03/14/01	03/15/01	OGDEN, CHRISTI D	1,336 57		
104339-PCA	03/14/01	03/15/01	OTT, KIMBERLY R	411 59		
104340-PCA	03/14/01	03/15/01	RAY, JIMMY DARRELL	1,612 68		
104341-PCA	03/14/01	03/15/01	SMITH, TRACY B	775.17		
104342-PCA	03/14/01	03/15/01	SPIVEY, JOHN K	998 94		
104343-PCA	03/14/01	03/15/01	WARREN, SHERRY L	619 45		
104344-PCA	03/14/01	03/15/01	ALLEN, RALPH WAYNE	784 06		
104345-PCA	03/14/01	03/15/01	DANIELS, BRIAN M	748 41		
104346-PCA	03/14/01	03/15/01	DAVIDSON, LORIE A	657 53		
104347-PCA	03/14/01	03/15/01	EDWARDS, SANDRA D	642 54	N	
104348-PCA	03/14/01	03/15/01	MITCHELL, RONNIE GENE	1,247 40	N	
104349-PCA	03/14/01	03/15/01	SMITH, MELINDA L	571 99	N	

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
104350-PCA	03/14/01	03/15/01	WYLIE, MILTON J	958 33	N	
104351-PCA	03/14/01	03/15/01	SMITH, NADRA CITA	574 86	N	
104352-PCA	03/14/01	03/15/01	BECK, EARNEST EARL	365 12	N	
104353-PCA	03/14/01	03/15/01	BORENS, JAMES E SR	596 89		
104354-PCA	03/14/01	03/15/01	DAVIS, CECIL W SR	619 43	N	
104355-PCA	03/14/01	03/15/01	FLUELLEN, BENNIE A	203 63		
104356-PCA	03/14/01	03/15/01	HUNTER, THOMAS H	408 42		
104357-PCA	03/14/01	03/15/01	JONES, ELLIS	379 13		
104358-PCA	03/14/01	03/15/01	ORMS, JOE W	150 02		
104359-PCA	03/14/01	03/15/01	ROBERTSON, OSCAR	566 02	N	
104360-PCA	03/14/01	03/15/01	SMITH, EDDIE J	654 61	N	
104361-PCA	03/14/01	03/15/01	STOKER, JAMES LOUIS	867 79	N	
104362-PCA	03/14/01	03/15/01	WILSON, JAMES R	615 85	N	
104363-PCA	03/14/01	03/15/01	BARNES, MICHAEL H	371 82		
104364-PCA	03/14/01	03/15/01	CROCKETT, HARRY JAMES	449 26	N	
104365-PCA	03/14/01	03/15/01	JEFFERY, DONALD RAY	515 46	N	
104366-PCA	03/14/01	03/15/01	JOHNSON, IVORY GENE	809 37	N	
104367-PCA	03/14/01	03/15/01	NELSON, WILLIAM B	605 25		
104368-PCA	03/14/01	03/15/01	PENDARVIS, ABBOTT LYNN	782 80	N	
104369-PCA	03/14/01	03/15/01	STANLEY, TOMMY LEE	1,059 30	N	
104370-PCA	03/14/01	03/15/01	YOUNG, JOEY A	293 79	N	
104371-PCA	03/14/01	03/15/01	CAMPBELL, GLENN EDWARD	692 20	N	
104372-PCA	03/14/01	03/15/01	GLENN, BILLY E	398 19	N	
104373-PCA	03/14/01	03/15/01	GLENN, GEORGE R	227 03	N	
104374-PCA	03/14/01	03/15/01	GOZA, BUCKY L	668 08		
104375-PCA	03/14/01	03/15/01	JACKSON, RICK D	1,045 38		
104376-PCA	03/14/01	03/15/01	MOORE, JOHN ETHAN	262 60		
104377-PCA	03/14/01	03/15/01	THOMPSON, DANNY R	613 20		
104378-PCA	03/14/01	03/15/01	TIMMONS, GERALD WAYNE	869 98	N	
104379-PCA	03/14/01	03/15/01	ALBRIGHT, GAYLE DAVID	654 84		
104380-PCA	03/14/01	03/15/01	BALLARD, GERALD WAYNE	711 76	N	
104381-PCA	03/14/01	03/15/01	BLACKSTONE, WILLY PAT	651 75		
104382-PCA	03/14/01	03/15/01	BOLIN, SANFORD E	688 78		
104383-PCA	03/14/01	03/15/01	CLAYTON, CHARLEY G	361 85		
104384-PCA	03/14/01	03/15/01	DAVIS, GARY W	667 30		
104385-PCA	03/14/01	03/15/01	DUKE, KENNETH R	698 87		
104386-PCA	03/14/01	03/15/01	FORT, TROY L	233 14		
104387-PCA	03/14/01	03/15/01	GREEN, RUSSELL N	1,051 01		
104388-PCA	03/14/01	03/15/01	HUBBARD, BOBBY JOE	430 15		
104389-PCA	03/14/01	03/15/01	MARTIN, LISA A	270 50		
104390-PCA	03/14/01	03/15/01	RITTER, DON L	641 72		
104391-PCA	03/14/01	03/15/01	SETTLES, JACK W	256 89		
104392-PCA	03/14/01	03/15/01	WALTON, LLOYD H	569 91	N	
104393-PCA	03/14/01	03/15/01	JOHNSON, GERALD DON	814 20	N	
104394-PCA	03/14/01	03/15/01	GILES, PEGGY J	456 23		
104395-PCA	03/14/01	03/15/01	LANGFORD, ASHLEY	97 50		
104396-PCA	03/14/01	03/15/01	MORRISON, JOYCE FRANCES	891 31	N	

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Upshur County Treasurer
THE SOFTWARE GROUP, INC

PAYROLL/PERSONNEL SYSTEM
CHECK REGISTER FOR CURRENT PAYROLL

12:46 36pm 14 Mar 20
PAGE 5

CHECK .	DATE PRINTED	PAYROLL DATE	Issued to	.. NET PAY	DD	STATUS
104397-PCA	03/14/01	03/15/01	NEWSOM, CHARLOTTE A.	416 60		
104398-PCA	03/14/01	03/15/01	SMITH, EMMA JEAN	972 82	N	
104399-PCA	03/14/01	03/15/01	WILLIAMS, JANET C	645 17	N	
104400-PCA	03/14/01	03/15/01	ACKER, BRUCE E	274.40		
104401-PCA	03/14/01	03/15/01	CAMPBELL, MARY ROSE	639 03	N	
104402-PCA	03/14/01	03/15/01	TUCKER, KAREN S	307.84		
				129,411 73		
				129,411.73		

194 records listed.

UPSHUR COUNTY

THE SOFTWARE GROUP, INC

ACCOUNTS PAYABLE SYSTEM

Checking Account(s) APCA

Disbursements Made from 03/15/01 thru 03/15/01

15 Mar 2001

Check #	HC	Check Date	Vendor	Check Amount
104404-APCA		03/15/01	UPSHUR COUNTY INSURANCE ACCOUN	$4,215 13
104405-APCA		03/15/01	NATIONWIDE RETIREMENT	$1,193 18
104406-APCA-VOID		03/15/01	FIRST NATIONAL BANK GILMER	
104407-APCA-VOID		03/15/01	FIRST NATIONAL BANK GILMER	
104408-APCA		03/15/01	UPSHUR COUNTY IRC/125	$975 00
104409-APCA		03/15/01	UPSHUR COUNTY IRC/125	$286 48
104410-APCA		03/15/01	UPSHUR COUNTY IRC/125	$92 15
104411-APCA		03/15/01	UPSHUR COUNTY IRC/125	$225 66
104412-APCA		03/15/01	UPSHUR COUNTY IRC/125	$193 79
104413-APCA-VOID		03/15/01	UPSHUR COUNTY IRC/125	
104414-APCA-VOID		03/15/01	UPSHUR COUNTY IRC/125	
104415-APCA		03/15/01	INTERNAL REVENUE SERVICE	$1 93
104416-APCA		03/15/01	ATTORNEY GENERAL OF TEXAS	$292 50
104417-APCA		03/15/01	EAST TEXAS PROFESSIONAL	$2,120 50
104418-APCA		03/15/01	FIRST NATIONAL BANK	$642 50
104419-APCA		03/15/01	GILMER NATIONAL BANK	$197 50
104420-APCA		03/15/01	GILMER SAVINGS BANK	$75 00
104421-APCA		03/15/01	UPSHUR COUNTY INSURANCE ACCOUN	$326 92
104422-APCA		03/15/01	RHONDA REED #0009546732	$135 00
104423-APCA		03/15/01	RUBY COOPER DISTRICT CLERK	$117 50
104424-APCA		03/15/01	OFFICE OF THE ATTY GENERAL	$50 00
104425-APCA		03/15/01	KARMEN STEELMAN	$330 13
104426-APCA		03/15/01	RUBY COOPER DISTRICT CLERK	$105 00
104427-APCA		03/15/01	MICHAEL GROSS	$140.00
104428-APCA-VOID	HC	03/15/01	FIRST NATIONAL BANK GILMER	
0104428-APCA	HC	03/15/01	FIRST NATIONAL BANK GILMER	$27,243 54
104429-APCA	HC	03/15/01	FIRST NATIONAL BANK GILMER	$17,237 02
104430-APCA	HC	03/15/01	UPSHUR COUNTY IRC/125	$450 05
104431-APCA	HC	03/15/01	UPSHUR COUNTY IRC/125	$4,797 50
Total for APCA - Accounts Payable Clearing Account				$61,443 98
Grand Total				$61,443.98

29 records listed

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COUNTY JUDGE, CHARLES STILL

COMMISSIONER PCT#3, RICK JACKSON

COMMISSIONER PCT#1, JOE ORMS

COMMISSIONER PCT#4, RUSSELL GREEN

COMMISSIONER PCT#2, TOMMY STANLEY

VOL 58 PG 303

TREASURER'S MONTHLY REPORT

By Myra Harris, County Treasurer
February 1 through February 28, 2001

	Beginning Balance	Revenues	Disbursements	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Account	$ 7,171,040 13	$ 1,583,013.74	$ 1,383,551.10	$ 7,370,502 77	$ 1,432,072 89	$ 1,647,072.89	$ 16,169.05	$ 7,354,333.72	$ 7,370,502.77
Insurance Account	$ 145,353.56	$ 174,411.67	$ 217,545 09	$ 102,220 14	$ 175,300 00	$ 115,000.00	$ 47,220.14	$ 55,000.00	$ 102,220.14
IRC/125 Account	$ 7,362.71	$ 20,755.03	$ 17,835 03	$ 10,282.71	$ -	$ -	$ 10,282.71	$ -	$ 10,282.71
Insurance Clearing	$ -	$ 149,457.00	$ 149,457.00	$ -	$ -	$ -	$ -	$ -	$ -
Totals	$ 7,323,756.40	$ 1,927,637.44	$ 1,768,388 22	$ 7,483,005 62	$ 1,607,372 89	$ 1,762,072.89	$ 73,671 90	$ 7,409,333 72	$ 7,483,005.62

INDEBTEDNESS

1997 Certificate of Obligations	$ 3,280,000.00
Refunding Bonds Series 1997	$ 280,000 00
Road & Bridge #2/Motor Grader	$ 24,120 22
Road & Bridge #2/1999 Motor Grader	$ 60,965 69
Road & Bridge #1/Wheel Loader & Backhoe	$ 9,236 44
Road & Bridge #1/Motor Grader	$ 24,602.50
Road & Bridge #1/1998 Motor Grader	$ 42,243 77
Road & Bridge #3/Pug Mill	$ 26,916 69
Road & Bridge #4/Equipment @ FNB	$ 20,608.87
Bank Property	$ 129,610 92
Total Indebtedness	$ 3,898,305.10

(Investment Register on Back)

The above information is found to be true and correct.

Charles L. Still
County Judge, Charles L. Still

Commissioner, Pct #1, Joey Orms

Tommy Stanley
Commissioner, Pct #2, Tommy Stanley

Commissioner, Pct #3, Rick Jackson

Russell Green Jr.
Commissioner, Pct #4, Russell Green

Submitted under the provision of the Local Government Code Section 114 026

Myra Harris
Myra Harris, County Treasurer

FILED
REX A SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 58 PG 804

CD#	ACCOUNT	AMOUNT	PURCHASED	RATE	MATURITY	DAYS	FEBRUARY INTEREST
30949	Operating	$500,000.00	31-Oct-00	6.93	30-Apr-01	181	$2,942.88
30970	Operating	$250,000.00	17-Nov-00	6.83	13-Feb-01	88	$1,263.08
33738	Operating	$225,000.00	13-Nov-00	6.96	31-May-01	199	$1,330.03
30989	Jail Construction	$57,072.89	05-Dec-00	6.60	05-Feb-01	62	$319.92
30990	Operating	$275,000.00	05-Dec-00	6.55	02-Feb-01	59	$1,381.78
33787	Operating	$350,000.00	22-Dec-00	6.47	30-Mar-01	98	$1,923.27
34020	Available School	$106,951.48	28-Dec-00	6.36	09-Oct-01	285	$577.71
34023	Tobacco	$645,504.26	29-Dec-00	6.31	29-Mar-01	90	$0.00
34024	Operating	$225,000.00	29-Dec-00	6.36	06-Jul-01	189	$0.00
34025	Operating	$225,000.00	29-Dec-00	6.36	20-Jul-01	203	$0.00
34017	Permanent School	$1,119,805.09	27-Dec-00	6.36	25-Jun-01	180	$6,048.79
30996	Operating	$225,000.00	08-Dec-00	6.90	08-Jun-01	182	$1,318.56
34033	Operating	$300,000.00	05-Jan-01	6.17	09-Apr-01	94	$1,572.08
34034	Operating	$250,000.00	05-Jan-01	6.17	23-Apr-01	108	$1,310.07
34044	Operating	$250,000.00	12-Jan-01	5.48	12-Feb-01	31	$1,163.56
33813	Operating	$310,000.00	18-Jan-01	5.91	27-Jul-01	190	$1,556.03
34058	Operating	$200,000.00	25-Jan-01	5.63	01-Mar-01	35	$0.00
34059	Insurance	$55,800.00	25-Jan-01	5.58	02-Feb-01	8	$68.24
34057	Operating	$200,000.00	25-Jan-01	5.58	15-Feb-01	21	$642.08
34069	Insurance	$59,500.00	31-Jan-01	5.50	16-Feb-01	16	$143.45
34070	Operating	$500,000.00	31-Jan-01	5.65	29-Jun-01	149	$0.00
34071	Operating	$225,000.00	31-Jan-01	5.55	15-Mar-01	43	$0.00
34072	Operating	$500,000.00	31-Jan-01	5.65	15-Jun-01	135	$0.00
34039	Operating	$200,000.00	08-Jan-01	6.12	12-Mar-01	63	$1,039.56
34079	Insurance	$60,000.00	02-Feb-01	5.50	15-Feb-01	13	$117.53
33827	Jail Construction	$57,072.89	05-Feb-01	5.60	06-Apr-01	60	$0.00
34077	Operating	$200,000.00	02-Feb-01	5.65	15-May-01	102	$0.00
34078	Operating	$400,000.00	02-Feb-01	5.50	28-Feb-01	26	$1,567.12
33829	Operating	$400,000.00	06-Feb-01	5.61	31-Aug-01	206	$0.00
33828	Insurance	$55,000.00	06-Feb-01	5.46	02-Mar-01	24	$0.00
33862	Operating	$290,000.00	28-Feb-01	5.30	15-Aug-01	168	$0.00
33848	Operating	$300,000.00	16-Feb-01	5.45	16-Apr-01	59	$0.00
	TOTAL	$9,016,706.61					$28,285.74

VOL 58 PG 305

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENT

COUNTY OF UPSHUR

MUTUAL AID AGREEMENT
BETWEEN THE CITY OF BIG SANDY
AND UPSHUR COUNTY, TEXAS

WHEREAS, the City of Big Sandy, Texas, a municipal corporation situated in Upshur County, Texas, a political subdivision of the State of Texas, hereinafter called "County", perceive the need to avoid unnecessary duplication of facilities and personnel and to mutually accomplish a project to improve the efficiency of the local entities involved.

WHEREAS, as a consequence the parties wish to enter into a mutual aid agreement by the City and County. For the County to provide street repair and maintenance services, brush trimming, clean out ditches and culverts within the jurisdictional limits of the City as hereinafter provided, all pursuant o Chapter 791 of The Texas Government Code.

NOW THEREFORE,

FOR AND IN CONSIDERATION of these premises and in consideration of the mutual benefits to be conferred by the parties one to the other in mutual aid of each other, it is hereby expressly understood and agreed that the purposes, terms, rights, objectives, duties, and responsibilities of the contracting parties are set forth as follows:

I. City Mutual Aid

(1) The City agrees to respond to call for fire service in the unincorporated areas of Upshur County in accordance with the Fire District Contracts.

(2) It is expressly agreed and understood by and between the parties hereto that the fire services agreed to be furnished by the City in the unincorporated areas of County are subordinate and secondary to the best interests of the citizens of the City.

(3) Neither the City, its officers, agents, or employees shall be deemed to be agent or employee of the County, and the County shall not be liable for the negligence or other tortuous conduct of any such persons.

II. County Mutual Aid

(1) County agrees to assist the City in the following types of street and road repair, brush trimming, clean out ditches and culverts within the incorporated areas of City:

(a) County shall furnish men and equipment and shall perform some of the necessary street repairs and maintenance, brush trimming, clean out of ditches and culverts within the incorporated areas of City. For purposes of this Agreement, the necessity of street repairs and maintenance brush trimming and clean out of ditches and culverts shall be established by the Street Superintendent and the County. The scheduling and manner of the County's response to the City's request shall be within the sole discretion of the County.

(b) Requests for street repairs and maintenance brush trimming, clean out of ditches and culverts, which become necessary shall be submitted by the City in writing to the County.

(c) Responsibilities hereunder are allocated as follows:

(1) County shall be primarily responsible for:

(a) street oiling, and

(b) brush trimming

(c) clean out of ditches and culverts

(d) City is responsible for costs of all material utilized by County in the performance of this Agreement to mutually accomplish a project to improve the efficiency and effectiveness of the local entities involved.

(e) City shall be authorized to observe work performed by the County and to check quantities, types, and costs of materials utilized by County pursuant to this Agreement; provided, however, that such observation

and checking shall not include the right of City or supervise work performed by County.

(2) It is expressly agreed and understood by and between the parties hereto that the street and road maintenance, brush trimming, clean out of ditches and culverts services agreed to be furnished by the County to those areas within the corporate limits of the City are subordinate and secondary to the best interests of the citizens of Upshur County as a whole, and that the determination whether or not personnel or equipment for use inside the corporate limits of the City should the need arise, will be left to the sole discretion of the County, and it is agreed that the ultimate decision of the County, in connection with such matters will be conclusive. The parties hereto stipulate and agree that if the County, for any reason, fails to furnish personnel and/or equipment for street repairs and maintenance inside the corporate limits of the City, or otherwise fails to fulfill its obligations under this contract in any respect, although notified of the need of such service, the County shall not be liable in damages or otherwise to the City for the failure to furnish such service, and the City enters into this Agreement acknowledging that the County is without any such liability.

(3) Neither the County, its officers, agents, or employees shall be deemed to be an agent or employee of the City, and the City shall not be liable for the negligence or other tortuous conduct of any

persons. The County further agrees to maintain insurance upon its equipment and vehicles to cover maximum liability of the County under the Texas Torts Claim Act.

III. Term

The initial term of this contract shall be a period of one (1) year beginning the _____day of _____, 2000. This agreement shall be automatically renewed for successive one (1) year terms; provided, however, that either party hereto may terminate this agreement by giving the other party hereto written notice of termination at least sixty (60) days in advance of the date of termination.

IV. Interlocal Agreement

It is understood that this agreement is entered into pursuant to Chapter 791 of the Texas Government Code, as amended, known as the interlocal Cooperation Act, and that the services which are the subject of this Agreement constitute "governmental functions and services" as defined by that Act.

V. Notice

Any notice, request, or other communication under this Agreement shall be given in writing and shall be deemed to have been given by one party to the other party upon either of the following dates:

(1) the date of the mailing thereof as shown by the post office receipt, if mailed to the other party hereto by certified mail at the latest address specified by such other party in writing;

(2) the date of the receipt thereof by such other party if not mailed by certified mail.

VI. Force Majeure

In the event any party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this contract, and where notice is possible, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the

cause relied upon, that the obligations of the party affected by force majeure, to the extent that due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government and people, similar to those enumerated or otherwise, and not within the control of the party claiming such inability.

VII. Assignment

This contract shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

VIII. Modification

Except as otherwise provided in this contract, this contract shall be subject to change and modification only with the written mutual consent of the governing body of each of the parties hereto.

IX. Benefits to Third Parties

This contract shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party.

X. Entire Understanding

This contract shall supersede all prior agreements between the parties regarding the subject matter hereof.

XI. Construction of Contract

The parties agree that this contract shall not be construed in favor of or against any party on the basis that the party did or did not author this contract.

VOL. 58 PG 310

This contract has been executed by the parties hereto in duplicate originals, both of equal force, this _____ day of _____, 2000.

APPROVED:
CITY OF BIG SANDY

Mayor

ATTEST:

City Secretary

APPROVED AT TO FORM:

City Attorney

APPROVED: VOL 58 PG 311

UPSHUR COUNTY

By:_____

By:_____

By:_____

By:_____

By:_____

FILED
REX A. SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
UPSHUR COUNTY, TX.
BY_____
DEPUTY

VOL 58 PG 312

SUSAN COMBS, COMMISSIONER

TEXAS DEPARTMENT
OF AGRICULTURE

PO Box 12847
AUSTIN, TEXAS 78711
(512) 463-7476
FAX (512) 463-1104
FOR THE HEARING IMPAIRED
1-800-735-2988 (VOICE)
1-800-735-2989 (TDD)
www.agr.state.tx.us

March 5, 2001

Judge Charles L. Still
Upshur County
PO Box 730
Gilmer, Texas 75644

Dear Judge Still:

Agriculture begins with the land, but it embraces an industry that provides products essential to our everyday lives. The week of March 18 to 24 is National Agriculture Week in Texas, a time when we recognize the rich heritage that is agriculture. During this week, I ask you to join me in honoring the farmers and ranchers whose dedication and commitment to the land and people of Texas make our agricultural industry thrive.

Educating people about agriculture helps to instill in them a profound sense of where things come from. It focuses their attention upon the impact agriculture has on their lives, from the food they eat to the clothes they wear to the resources they use at home and at work.

Please join me in honoring our agricultural community by adopting an ag week proclamation for your jurisdiction and by using the enclosed information to focus the spotlight upon this valuable resource that means so much to your area.

If you need additional information or assistance with Agriculture Week activities, contact Jo Moss at (512) 475-1658, e-mail jmoss@agr.state.tx.us

Sincerely,

Susan Combs
Commissioner

FILED
REX A. SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Making Texas the nation's leader in agriculture while providing efficient and extraordinary service.

PROCLAMATION

The role that Texas farmers and ranchers play in the lives of people worldwide often goes unrecognized. The food we eat, the clothes we wear, the houses in which we live, the flowers and plants we enjoy are all rooted in one industry – **Agriculture.**

In this new millennium, Texas' farmers, ranchers and their families face ever-increasing challenges Yet, they continue to fulfill an enduring legacy, which ensures that people everywhere have an abundant, reliable and affordable supply of food, natural fiber, horticulture and other agricultural products.

Agriculture is the second largest industry in Texas, generating $80 billion annually for the economy. One out of every five working Texans has a job in agriculture. Agriculture touches our lives in many ways. Texas farmers and ranchers grow a lot of the food people eat every day – onions, pecans, peaches, cabbage, melons, spinach, cucumbers and potatoes. Texas also is a big producer of cotton, cattle and poultry. In addition, trees are used to make computer paper, goat's milk to make cheese, corn for cereal and for laundry detergent, and animal fats and proteins to make toothpaste and crayons. Also, antifreeze is a pork byproduct and oyster shells are used for artificial reefs. This list is endless.

Agriculture also has a major role in water conservation, rural economic development, global trade and the preservation of the environment. As we go forward in the new millennium, agriculture will continue to meet the basic needs of the world while providing opportunities for progress beyond food and clothing.

It is important that we all understand agriculture because it helps us to realize that everyday things, such as bread, blue jeans, laundry detergent and peanuts all come from one industry. It also gives us a sense of where things come from and how the global cycle of growth, consumption and conservation is forever necessary.

Because of their commitment to and love of agriculture, Texas farmers and ranchers will continue to do what they do best – produce food and fiber to meet growing global demands.

Therefore I, Susan Combs, do hereby proclaim the week of March 18 to 24, 2001, as **NATIONAL AGRICULTURE WEEK IN TEXAS and urge all Texans to recognize those producers who help add quality to our lives.**

In official recognition whereof, I hereby affix my signature this 19th day of March, 2001.

Susan Combs
Commissioner
Texas Department of Agriculture

VOL 58 PG 314

NATIONAL AGRICULTURE WEEK IN TEXAS – MARCH 18 TO 24, 2001

Use this as the framework to recognize National Ag Week in your area; you can customize it to fit your format and add additional statistics and information as needed.

WHEREAS, the week of March 18 to 24, 2001, is NATIONAL AGRICULTURE WEEK IN TEXAS, as proclaimed by Texas Agriculture Commissioner Susan Combs, and

WHEREAS, Throughout our history people have confirmed the vast resources of our land, and

WHEREAS, Sam Houston reported to the President of the United States, "I have traveled near 500 miles across Texas, and am now enabled to judge pretty near correctly of the soil, and the resources of the Country, and I have no hesitancy in pronouncing it the finest country to its extent upon the globe," and

WHEREAS, T R. Fehrenbach wrote, "Our ancestors came to Texas in search of land. And land became the basis of the Texas dream," and

WHEREAS, Davy Crockett said, "I must say as to what I have seen of Texas, it is the garden spot of the world, the best land and the best prospects for health I ever saw, and I do believe it is a fortune to any man to come here," and

WHEREAS, The food we eat, the clothes we wear, the houses in which we live, the flowers and plants we enjoy are all rooted in one industry – Agriculture, and

WHEREAS, Texas' farmers and ranchers have made agriculture the second-largest industry, generating $80 billion for the state's economy, and

WHEREAS, Texas is the nation's leading producer of cattle, sheep, goats, horses, wool, mohair and cotton. The state is also one of the top producers of vegetables, citrus, peanuts, pecans, grain sorghum, rice, sugarcane and wheat, and

WHEREAS, The Lone Star State leads the nation in the number of farms and ranches, with almost 80 percent of the land involved in some form of agricultural production -- including livestock, crops, aquaculture, horticulture and forestry, and

WHEREAS, Texas farmers and ranchers exemplify a rich tradition of producing food and fiber to meet growing global demands, Now Therefore

BE IT RESOLVED, that the Commissioners' Court of **(insert county name here)** declares this National Agriculture Week in **(county name)**, and

BE IT FURTHER RESOLVED, that the commissioners' court urges everyone in our area to learn more about the role of agriculture here, share that knowledge with the young people in our area, and recognize the farmers, ranchers and their families who contribute so much to this county, this state, this nation and the world.

THEREFORE, IN OFFICIAL RECOGNITION WHEREOF, we, the undersigned do hereby affix our signatures this _____ day of March 2001.

(insert signature blocks)

Note:
Instead of a commissioners' court action, the County Judge individually can author this resolution. Substitute County Judge in place of the commissioners' court references. You also may want to include a section that specifically recognizes agriculture producers, agribusinesses or agriculture organizations in your area.

VOL 58 PG 315

SUSAN COMBS, COMMISSIONER

TEXAS DEPARTMENT
OF AGRICULTURE

FOR IMMEDIATE RELEASE
MARCH 1, 2001

CONTACT ALLEN SPELCE
BEVERLY BOYD
(512) 463-7664

TEXAS AGRICULTURE

Did you know...

- Texas is the second largest agricultural state, accounting for about 7 percent of the total U.S. agricultural income. This generates $80 billion for the state's economy.
- The top five agricultural producing counties are Castro, Deaf Smith, Parmer, Erath and Lamb. The top two agricultural regions of the state are the South Plains and the Panhandle.
- The Lone Star State ranks first in the nation in the number of cattle and calves, which is 14.1 percent of the U.S. total.
- Texas is also a top producer of cotton, sheep, wool, goats, mohair and horses. The state's other top crops include vegetables, citrus, corn, wheat, peanuts, pecans, grain sorghum, hay and rice.
- Besides livestock and crops, the state's agriculture industry includes timber/forestry, aquaculture, bees/honey and nursery/greenhouse.
- The nursery/greenhouse industry in Texas is a $9.76 billion industry that employs 222,000 people.
- Texas is one of the leading exporters of agricultural commodities. Texas' top agricultural exports are live animals and meat; cotton and cottonseed; feed grains and products; hides and skins; wheat and products; and feeds and fodder.
- Each Texas farmer grows enough food and fiber for 128 people — 94.3 in the United States and 33.7 abroad.
- Texas ranks first in the nation in the number of farms and ranches with 226,000 as well as in farmland with 130 million acres.
- Eighty percent of the land in Texas is in some form of agricultural production.
- Although agriculture employs one out of every five working Texans, less than 2 percent of the population is involved in day-to-day farming or ranching.
- There are more than 100 different organizations and associations in Texas that represent the farmers, ranchers and businesses that grow, process, transport, market and sell the state's agricultural products.
- Texas farmers grow more than 45 different commercial fruit and vegetable crops.

-30-

All TDA press releases are also available via the Internet at www.agr.state.tx.us

VOL 58 PG 316

SUSAN COMBS, COMMISSIONER

TEXAS DEPARTMENT
OF AGRICULTURE

EMBARGOED FOR RELEASE
MARCH 19, 2001

CONTACT ALLEN SPELCE
BEVERLY BOYD
(512) 463-7664

COMBS SAYS NATIONAL AGRICULTURE WEEK IS A TIME TO HONOR OUR FARMERS AND RANCHERS

AUSTIN –Agriculture Commissioner Susan Combs announced that March 18 to 24 is National Agriculture Week in Texas.

"During this week, we honor the farmers and ranchers whose dedication and commitment to the land and people of Texas extends all year," Combs said "National Agriculture Week is the time to honor the hardworking individuals in our state's food and fiber industry. It is also a good time to recognize the impact that agriculture has on our daily lives.

"In this new millennium, Texas' farm and ranch families face ever-increasing challenges. Yet, they continue to fulfill an enduring legacy that ensures people worldwide have an abundant, reliable and affordable supply of food, natural fiber, horticultural and other agricultural products," she said. The commissioner kicked-off National Agriculture Week in Texas with a proclamation signing Monday, March 19, at the State Capitol.

Agriculture is the second-largest industry in Texas generating $80 billion throughout the state's economy The Lone Star State leads the nation in the number of farms and ranches, and approximately 80 percent of the land is involved in some form of agricultural production. From the Gulf Coast to the Panhandle, Texas is the most diverse state in the nation in agricultural production

"For generations, Texas farmers and ranchers and their families have worked hard to build an industry that accounts for about 7 percent of the total U S. agricultural income Texas is the nation's second leading state in agricultural production," Combs said.

Although agriculture provides a job for one out of every five working Texans, less than 2 percent of the population is involved in day-to-day farming or ranching

"It is incredible when you think that only a small number of people produce our food and fiber, and many times do so against difficult odds," Combs said. "Yet they continue to produce a quality, cost effective product that serves people worldwide. National Agriculture Week gives us an opportunity to recognize those producers who continue to enrich our lives."

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All TDA press releases are also available via the Internet at www.agr.state.tx.us

VOL 58 PG 317

SUSAN COMBS, COMMISSIONER

TEXAS DEPARTMENT
OF AGRICULTURE

Feature Article:
FOR RELEASE THE WEEK OF
MARCH 18, 2001

CONTACT ALLEN SPELCE
BEVERLY BOYD
(512) 463-7664

NATIONAL AGRICULTURE WEEK IN TEXAS
CELEBRATING IN THE FOOTSTEPS OF TRAILBLAZERS

AUSTIN - Rooted in the past, it is also about the present – and the Texas farmers and ranchers who daily apply their skill and determination to bring forth the best the land has to offer. From the food we eat to the clothes we wear, and in thousands of other items we may miss in our day-to-day hustle and bustle, the efforts of these men and women touch our lives.

Every spring offers the country an opportunity to step back for a moment and say thanks for all their hard work during National Agriculture Week. This year it runs March 18-24.

"You don't have to work on a farm or ranch to be touched by agriculture every day," said Texas Agriculture Commissioner Susan Combs. "It's easy to take for granted the abundant and safe food supply available to us every time we open our refrigerator or the plentiful supplies of clothes, furniture and plants to brighten our lives.

"All of this is due to the efforts of men and women who plant the seeds, cultivate the crops and raise the livestock," Combs said. "Agriculture also has a major impact on our state's economy."

Agriculture is the second largest industry in Texas, generating $80 billion in annual economic impact to the state. It produces about 16 percent of the gross state product.

Nearly 80 percent of the total land area in Texas is in some type of agricultural production and Texas ranks first in the nation for the number of farms and ranches. True to its past, agriculture remains largely a family endeavor.

"You can't look at Texas agriculture without seeing real people who are willing to take the risks and brave uncertainties, like drought and low commodity prices, to follow in the footsteps of those who forged our state's rich agricultural heritage," Combs said.

Livestock still roam across the El Sauz, Los Chapotes and San Antonio "El Mahada" ranches in South Texas just as they did in 1767, when Dora Perez Villarreal's ancestors first settled there. The properties have remained in the family and in continuous agricultural production the entire time, making them the first 200-year honorees in the Texas Department of Agriculture's Family Land Heritage Program.

All TDA press releases are also available via the Internet at www.agr.state.tx.us

Villarreal's grandfather was the first rancher in Starr County to pay taxes and even donated one acre of his property for a schoolhouse.

In North Texas, the descendents of Samuel Washburn have continued to farm and ranch on three properties settled by the Texan in the early 1880s. Washburn signed the petition to the Republic of Texas to establish Fannin County in 1937. Though he died the next year, his wife and children claimed the land, raising cattle and horses and growing grain and corn. Chris Jones Farm, Heritage Hill and the Gene Washburn Farm are now carrying on the tradition, honored for 150 years continuous family ownership and agricultural production under the Family Land Heritage Program.

This year, the program also honors six other 150-year agricultural family operations. They include: Daddy's Place, 4-H Farm, Hallplace I and Mager's Place in East Texas – all part of an original piece of farm land acquired by John Hallum in 1838 to grow cotton, corn and timber.

At The High Prairie Place - 1842 in Brazos County, cattle have been raised by the descendents of William Millican on the land granted to him by Sam Houston in 1842 Griffin Ranch in East Texas has remained in the family since 1849, where livestock, hay and timber have been tended by seven generations.

"This heritage represents everything that agriculture and the history of Texas is about," Combs said. "These are folks who have stuck through the tough times, whether it was severe weather, pests, or economic downturns like the Great Depression, and persevered, crafting a legacy we can all be proud to follow.

"It's the same pioneering spirit we see in our farmers and ranchers today," Combs said. "They're utilizing technology and research to grow better tasting fruits and vegetables, offer lower-fat pork and beef and create products with greater convenience for consumers."

The path behind is marked by the enduring legacy of those who paved the way, and the one ahead is ready for our next generation of trailblazers.

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VOL 58 PG 319

ORDER _____

AN ORDER OF THE COMMISSIONERS COURT ESTABLISHING CRITERIA FOR REDISTRICTING OF COUNTY POLITICAL BOUNDARIES

The Commissioners Court of Upshur County, Texas, meeting in a duly scheduled and posted meeting, does hereby adopt the following criteria for use in the redistricting of all county political boundaries. Any plan for the redistricting of County Commissioners, Justice of the Peace, or election precincts should, to the maximum extent possible, conform to the following criteria:

1. The plan should insure that all applicable provisions of the U.S. and Texas Constitutions, the Voting Rights Act, the Texas Election Code are honored.

2. The plan should address minority representation, and if at all possible in conformity with constitutional standards, avoid retrogression in the percentage of population and voting age demographics consistent with existing minority representation.

3. The plan should preserve minority communities of interest. These communities of interest should be recognized and retained intact where possible. Only when the overall minority population of the county is sufficiently large to require more than one minority district should minority populations be divided, and only then to the least degree possible.

4. The plan should not, however, attempt to unreasonably join geographically remote minority populations into a single precinct unless there are strong and genuine connections between these communities as reflected by common schools, churches, or cultural ties. For example, minority populations in two separate towns, located miles apart, may not have sufficient links or common political cohesion to justify joining these two minority population centers into a single electoral group. Particularly when dealing with distinct minority groups, such as Black and Hispanic populations, a general assumption that separate minority populations will vote in a "block" may be unsupportable in fact.

5. The plan should seek compact and contiguous political boundaries. Physical boundaries such as rivers, which tend to divide populations in fundamental ways, should be recognized and communities of interest should be retained intact where possible. To the maximum extent possible, clearly recognized boundaries should be used to facilitate ease of voter identification of boundaries, as well as election administration.

6. Where possible, well-recognized and long used election precinct boundaries should be retained intact (within the limitations imposed by state and federal law) or with as little alteration as possible.

7. Election precincts in the plan should be sized in conformity with state law. For example, in counties that use traditional, hand counted paper ballots, no election precinct may contain more than 2000 voters. In counties with voting systems that allow for automated ballot counting, this number may be increased to as many as 5000 voters.

8. The plan should afford incumbent office holders with the assurance that they will continue to represent the majority of individuals who elected these incumbents, and all

incumbents' residential locations should be retained in their reformed precincts to insure continuity in leadership during the remaining term of incumbents.

9. The plan should address fundamental and necessary governmental functions, and to the extent possible, insure that these functions are enhanced rather than impaired. For example, county road mileage should be balanced to the extent possible between the resulting commissioner's precincts. Election administration should not be unduly complex as a result of election boundaries.

10. The plan should insure that election voting precincts under that plan do not contain territory from more than one commissioners precinct, justice precinct, congressional district, state representative district, state senatorial district, or city ward, if the city has a population of 10,000 or more (this is a strict legal requirement, but city election wards should be honored in virtually all circumstances, with city and rural county voters being kept in separate voting precincts to the extent possible), State Board of Education districts, and where they exist, other special election districts, such as water, hospital, or navigation districts to provide to the greatest extent possible harmonious administration of various election jurisdictions.

11. The plan should attempt to locate polling places in convenient, well-known locations that are accessible to disabled voters to the maximum extent possible. Public buildings should be utilized to the maximum extent possible as polling places. Where necessary, buildings routinely open to the public, such as churches, retail businesses, or private buildings dedicated to public activities, should be used as polling places.

The foregoing criteria are deemed to be illustrative, but not exclusive, examples of fundamentally important issues, which should be considered in any redistricting, plan. Therefore, the Commissioners Court expresses its intention to measure any plan submitted for consideration by this set of criteria, and to base any eventual exercise of discretion upon the foregoing criteria.

The criteria approved this date were considered in open Court, following posting not less than 72 hours before any action taken on the same. Upon motion by Commissioner _____, second by Commissioner _____, the Court adopted the criteria set forth herein by a vote of ___ to ____.

Signed this ____ day of _____, 2001.

_____
Hon. Charles L. Still
Upshur County Judge

Attest:

_____
County Clerk, De Facto Clerk of the
Upshur County Commissioners Court

FILED
REX A SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 58 PG 321

1 copy to
with Judge
1 copy to V. Linder

October 23, 1998

To: The Honorable Judge Charles Still and County Commissioners
*Regarding the updating and additions to the members of the Upshur County Historical Commission.
Last file date for members was July 12, 1993.

Respectively submitting these persons as members and prospective members of the Commission:

CHAIRMAN: Bill Starnes
101 Tyler Street
Gilmer, Texas 75644
903-843-2631

MEMBER: Fayrene Bonebrake
Rt. #4, Box 550
Gilmer, Texas 75644
(903) 725-5207

MEMBER: Sarah Greene
P. O. Box 250
Gilmer, Texas 75644
(903) 843-2503

MEMBER: Mary Lee Baird
P. O. Box 535
Gilmer, Texas 75644
(903) 843-2951

MEMBER: Faye Lindsey
803 N. Montgomery Street
Gilmer, Texas 75644
(903) 843-2848

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FILED
REX A SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
UPSHUR COUNTY, TX.
BY _____ DEPUTY

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In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Jerry Kuhn, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Deputy Sheriff of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

SWORN TO and Subscribed before me by Jerry Kuhn on this 26 day of February x19x2001

FILED
REX A SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Signature of Person Administering Oath

Charles L. Still
Printed Name

Upshur County Judge
Title

See Reverse Side for Instructions

VOL. 58 PG 324

UNITED ELEVATOR SERVICES COMPANY
2126 113th Street, Grand Prairie, TX 75050
Tel (972) 988-1064 Fax (972) 988-3401

Proposal for One New Roped Hydraulic Elevator at the Upshur County Courthouse Gilmer, Texas

FILED
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COUNTY CLERK
01 MAR 26 AM 10:58
UPSHUR COUNTY, TX.
BY _____ DEPUTY

As requested by: **Brent Brevard, Architects**
217A West Tyler Street
Gilmer, Texas 75644

SCOPE:
The work under this section is subject to those provisions of the General and Special Conditions, which in any way affect the work herein specified This specification is intended to cover the complete furnishing and installing of

1 -Roped Hydraulic Passenger Elevator at the Upshur County Courthouse
Gilmer, Texas

Except as specified under "Work not included" All work shall be performed in a workmanlike manner and is to include all work and material in accordance with drawings and as specified herein In all cases where a device or part of the equipment is herein referred to in the singular number, it is intended that such reference shall apply to as many such devices as required to complete the installation

All work shall be performed in accordance with the latest revised edition (as of date bids are taken) of the American National Standard Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks (ANSI A17 1), the National Electric Code, and / or such State or Local codes as may be applicable All new devices and features supplied shall meet the requirements of the Americans With Disabilities Act except the physical size of the elevator due to structural limitations Should, subsequent to the date of this specification, changes be made in any code or should rulings by any code enforcing authorities extend the application of the code, United Elevator Services Company shall be paid, as an addition to the contract price, for the work and materials necessary to make the installation comply with such changes

DRAWINGS
United Elevator Services Company shall, after structural and architectural drawings are furnished, prepare drawings showing the general arrangement and loads of the elevator equipment These drawings shall be approved and the hoistway size guaranteed before proceeding with the fabrication and installation of the elevator(s)

LIABILITY:
United Elevator Services Company shall not be liable for any loss, damage, or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riots, war, malicious mischief, acts of God, or any cause beyond his reasonable control and in no event shall be liable for consequential damages

PAINTING
Except as otherwise specified, all metal work fabricated by United Elevator Services Company shall be properly painted

PERMITS, TAXES, and LICENSES.
United Elevator Services Company shall be paid, as an addition to the contract price, any additional taxes, fees, or other charges exacted from the Purchaser or United Elevator Services Company on account thereof, by any law enacted after the date of this contract

STORAGE:
A dry protected area, conveniently located to the elevator hoistway, will be assigned to the elevator contractor without cost for the storage of materials and tools If such storage on site is not available at the time of delivery, Purchaser will provide suitable storage, assume all costs incurred, and make the payments due on the equipment

TEMPORARY SERVICE:
The purchaser shall not use the elevator for temporary service or for any other purposes prior to completion and acceptance the elevator(s)

MAINTENANCE SERVICE.
The Elevator Contractor shall provide maintenance and callback service for a period of **12 months** on each elevator after it is completed and placed in operation This service shall consist of periodic examinations of the equipment, adjustments, lubrication, cleaning, supplies, and parts necessary to keep the equipment in proper operation, except such adjustments, cleaning, parts, or repairs made necessary by abuse, misuse, or any other causes beyond the control of United Elevator Services Company All work will be done by trained employees of United Elevator Services Company during regular working hours of the trade

WARRANTY·
United Elevator Services Company shall warrant the equipment installed by him under these specifications against defects in materials and workmanship and will correct any defects not due to ordinary wear and tear or improper use or care which may develop within **one year** from the date each elevator is completed and placed in operation. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that United Elevator Services Company will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the specifications, nor will United Elevator Services Company correct without charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or unbalanced power supply characteristics, improper or inadequate maintenance, or any other causes beyond his control If there is more than one unit in this specification, this warranty shall apply separately to each unit as it is completed and placed in operation. **An additional one-year of warranty service will become effective if a Master Maintenance Agreement is agreed to within the first year of warranty service. This Master Maintenance Agreement shall be for a term of three years.**

EQUIPMENT DESCRIPTION:

Type	Roped Hydraulic
Control	Microprocessor
Capacity	1500 lbs
Speed	150 fpm
Operation.	Simplex Selective Collective
Hoistway size	5'-0" wide x 6'-7" deep
Car size	4'-2" wide x 4'-5" deep Platform
Travel	45'-0"
Stops	5
Openings	In line
Machine Location.	Adjacent
Power Supply·	208 vac, 3 phase, 60 cps
Hoistway Doors, (Size and Type)	3`-0" x 7`-0 (3) three speed side opening with baked enamel finish
Car Enclosure	Standard wood core walls with plastic laminate finish
Signals	Standard with stainless steel cover plates
Special Features	Firefighters' Service operation, car riding lantern, floor passing tone, exhaust fan, fluorescent lighting, in-car emergency lighting, alarm bell, integral telephone compartment, infrared door protection, stainless steel handrail, car position indicator, Braille and raised characters as required by ADA.

WORK NOT INCLUDED:
This proposal does not include the following work, and is conditioned on the proper performance of such work by the General Contractor and or other Subcontractors

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- A legal hoistway properly framed and enclosed, and including a pit of proper depth provided with a ladder, lights, work outlet, access door, and waterproofing as required A legal machine room adequate for the elevator equipment including floors, trap doors, gratings, foundations, lighting, work outlets, ventilation, and heating as required to maintain the room at an ambient temperature of 50 - 100 degrees
- Adequate supports and foundations to carry the loads of all equipment including supports for guide rail brackets and machine beams or overhead beams If adjacent hoistway are utilized, divider beams at suitable points shall be provided for guide rail brackets
- The cutting and patching of all walls and floors, the removal of all obstructions as may be necessary for proper installation of the elevator The setting of all anchors and sleeves, pockets and block-outs for signal fixtures
- All sill supports including steel angles where required, sill recesses, and the grouting of the doorsills Finish walls after the hoistway doorframes are installed
- Provide and maintain temporary enclosures and or other protection from open hoistways during the time the elevator is being installed
- Smoke detector devices at elevator lobbies on each floor with electrical conductors terminating at terminals provided in the elevator machine room
- Means to automatically disconnect power from the elevator prior to the application of water in the elevator machine room This means shall not be self-resetting
- Suitable connections from the power mains to each elevator controller, signal equipment feeders as required, including all necessary circuit breakers or fused disconnect switches
- Wiring to the elevator controller for cab lighting and ventilation including all necessary circuit breakers located in the machine room
- Electrical power of the same characteristics as the permanent power for the construction, adjusting, and testing of the elevator This power shall be furnished without charge
- Any governmentally required safety provisions not directly involved in the elevator installation
- All painting except as specified
- Temporary elevator service prior to completion and acceptance, and any reconditioning necessary to restore the elevator to an acceptable condition
- Furnishing, installing, and maintaining the required fire rating of the hoistway walls, including any penetrations of the wall by the elevator signal fixture boxes
- Emergency power supply with automatic time delay transfer switch so as to supply emergency power through the normal power feeders and necessary auxiliary contacts with wiring to the elevator controller
- Venting of the hoistway as required by code

POWER UNIT:
The oil pumping and control unit shall be compactly and neatly designed with all of the components listed below combined in a self-contained package oil reservoir with cover, submerged motor and pump, and the oil control valve

The pump and motor shall be specially designed for elevator service The pump shall be of the positive displacement type, inherently designed for a steady discharge with a minimum of pulsations to give smooth and quiet performance Pump output shall not vary more than 5% between no load and full load Motor shall drive pump via direct coupling Motor shall be of the duty rating necessary to comply with the herein specified loads and speeds

Oil control valve shall consist of the following components all contained in a single housing Welded manifolds with separate components to accomplish each function will not be acceptable All adjustments shall be accessible without removing any of the assembly from the oil line

Relief valve capable of bypassing the total oil flow without increasing the back pressure more than 50%

Up start and stop valve designed to bypass oil flow during start and stop of the motor Valve shall close and open gradually diverting the oil flow to and from the jack unit insuring a smooth start and stop.

Check valve shall close smoothly and quietly with permitting any perceptible reverse flow

Lowering valve shall provide for a smooth drop away acceleration, steady lowering and leveling speeds, steady and smooth deceleration and leveling of the car into the floor Final stop shall be smooth.

POWER CONTROLLER:
The elevator controller shall utilize a microprocessor based logic system and shall comply with ANSI/ASME A 17 1, Safety Code for Elevators The control system shall provide comprehensive means to access the computer memory for elevator diagnostic purposes without a need for any external devices, and shall have permanent indicators to indicate important elevator status as an integral part of the controller **All diagnostics shall be non-proprietary. Systems that require hookup of external devices for trouble-shooting and adjusting are not acceptable.**

All available options or parameters shall be field programmable, without need for any external device or knowledge of any programming languages Programmable options and parameters shall be stored in nonvolatile memory. As a minimum there shall be a 32 character alphanumeric display to be used for programming and diagnostics Programmable parameters and options shall include and not be limited to the following

Number of stops/Openings served
Programmable Fire Code Options
Fire Floors (Main, Alternates)
Digital PI's/Single wire PI's
Programmable door times
Programmable Motor Limit Timer
Door Nudging
Parking Floors
Lantern Operation

The failure of any single magnetically operated switch, contactor, or relay, or the occurrence of a single accidental ground or short circuit shall not permit the elevator to start or run if any of the hoistway door or gate interlock is unlocked or if any hoistway door or gate is not in the locked position

Dedicated status indicators shall be provided on the controller to indicate the status of the following
Safety Circuit
Doors and Gates
When elevator is running at high speed
When elevator is on independent service
When elevator is on Firefighters' Service
When the out of service timer has elapsed
When the motor limit timer or valve limit timer has elapsed
In addition, means will be provided to display other special or error conditions that are detected by the microprocessor

The elevator shall not require the functioning or presence of the microprocessor to operate on car top inspection in order to provide a reliable means to move the elevator car if the microprocessor

A motor limit timer function shall be provided which, in the event of the pump motor being energized longer than a predetermined amount of time, shall cause the elevator to descend to the lowest landing and cycle the doors automatically The elevator calls shall be canceled and the car will be taken out of service Operation may be restored by cycling the power disconnect switch or by putting the elevator on inspection operation

A valve limit timer shall be provided which shall automatically cut off current to the valve solenoids if they have been energized longer than a predetermined time The car calls shall be canceled and the car taken out of service automatically Operation may be restored by cycling the power disconnect switch or by putting the car on inspection operation.

An out of service timer (T O S) shall be provided which will automatically take the elevator out of service if the car is delayed in leaving a floor while there are calls existing in the system The elevator shall not respond to hall calls while in this mode of operation.

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Door protection timers shall be provided for both the open and close directions, which will help protect the door motor and also help prevent the car from getting stuck at a landing. The door open protection timer shall cease attempting to open the door after a predetermined time in the event that the doors are prevented from reaching the open position. The door close protection timer will reopen the doors for a short time in the event that the door-closing attempt fails to make up the door locks after a predetermined time

A minimum of three different door standing open times shall be provided. A car call time value shall predominate when a car call only is canceled A hall call time value shall predominate whenever a hall call is canceled In the event of a door reopen from the safety edge, photo eye, or door open button, a separate short door time value shall predominate The timing value for these timers must be field adjustable and not require the use of any external device or knowledge of any programming languages

If the doors are prevented from closing for longer than a predetermined time, door-nudging operation shall cause the doors to move at slow speed in the close direction and to be unresponsive to all door re-opening means with the exception of the Door Open Button Actuation of the Door Open Button will cause the doors to stop but not re-open and sound a buzzer

Hall or car call registration and lamp acknowledgment shall be by means of a single wire per call not including the power buss Systems that register the call with one wire and light the call acknowledgment lamp with a separate wire are not acceptable

Independent Service operation shall be provided such that actuation of a key switch in the car-operating panel will cancel any existing car calls, and hold the doors open at the landing The car will then respond only to car calls by constant pressure on car call buttons or the door close button until the car starts to move While on independent service operation, hall and car arrival lanterns shall be inoperative

A selector switch shall be provided on the controller to select high or low speed during inspection operation as long as the speed does not exceed 150 feet per minute

A test switch shall be provided In the "test" position, the system allows independent operation of the elevator without door open functions for the purposes of adjusting and testing of the elevator The elevator shall not respond to hall calls and shall not interfere with the other cars in a group operation

A timer shall be provided to limit the amount of time a car is held at a floor due to a defective hall push button or car push button A call demand at another floor shall cause the elevator to eventually ignore the defective call and continue to provide service in the building

OIL HYDRAULIC SILENCER:
A muffler device shall be installed in the power unit It shall be designed to remove minor pulsations from the oil flow to the jack unit It shall be of a blow out proof design

VIBRATION PADS
The oil-pumping unit shall be mounted on vibration resistive pad so as to isolate the pumping unit from the building structure

WIRING, PIPING, and OIL:
All necessary wiring shall be furnished and installed in accordance with the National Electric Code All pipe and fittings to connect the pump unit and the jack unit shall be of the proper grade as specified by code

FAILURE PROTECTION:
The electrical control circuit for the motor starter shall be designed so that a if a malfunction should occur due to oil becoming low in the system, or the car failing to reach a floor in a specific time, the elevator shall stop, lower to the bottom landing, cycle the doors allowing any passengers to depart, and then shut down with all buttons except the Door Open and Alarm being inoperative

JACK UNIT:
The jack unit shall be of sufficient size to lift the gross load to the height specified and shall be factory tested to insure adequate strength and freedom of leakage No brittle material such as grey iron shall be used in the construction of the jack The jack unit shall consist of the following parts a plunger of heavy seamless steel tubing accurately turned and polished, a stop ring electrically welded to the plunger to prevent plunger leaving the cylinder, an internal bearing guide, a seal or packing, a drip ring around the cylinder, a cylinder constructed of heavy steel pipe, a pipe connection for the oil line, and an air bleeder valve The cylinder shall have brackets attached for supporting the elevator on the pit channels The cylinder shall have an auxiliary safety bulkhead in the bottom end Means shall be provided to collect any leakage from the drip ring

PLATFORM and CAR SLING:
The car platform shall have a fabricated frame of formed or structural steel shapes gusseted and welded. The sling shall consist of steel channel stiles properly affixed to a steel crosshead and a steel bolster, with adequate bracing as required to remove all strain from the car enclosure The entire elevator platform shall be designed for Class A loading.

GUIDES:
Guides for the elevator car shall consist of planed steel tees erected plumb and securely fastened to the hoistway structure by heavy steel brackets

GUIDE SHOES:
The car frame shall be fitted top and bottom with machined guide shoes of the adjustable swivel type

AUTOMATIC TERMINAL LIMITS:
Electrical switches shall be mounted in the hoistway at the terminal landings and be designed so as to stop the elevator car if it should run beyond floor level at the terminal landings

EMERGENCY TERMINAL SPEED LIMITING DEVICE:
An emergency terminal stopping device for speeds over 100 fpm shall be provided which shall operate independently of all normal terminal stopping devices and shall function to slow the car down at the terminal floor should the normal devices fail Circuitry shall be designed and installed so that a single short circuit caused by a combination of grounds, or by other conditions, shall not prevent their functioning
The normal and emergency terminal stopping devices shall not control the same controller switches unless two or more separate and independent switches are furnished, two of which shall be closed in either direction of travel to complete the circuit to the control valve solenoids in the down direction and to complete the circuit to the pump motor in the up direction

AUTOMATIC SELF-LEVELING:
The elevator shall be designed with a self-leveling feature so as to bring the car to floor level at each floor This leveling operation shall be completely automatic and shall correct for over travel, under travel, and load differences Once stopped at a floor, the leveling feature shall function to hold the car approximately level with the floor

BUFFERS.
Substantial buffers shall be furnished and installed in the elevator pit They shall be mounted to the jack unit, or to the pit floor on channels They shall be securely fastened

CAR TOP INSPECTION STATION:
A car top inspection station with an emergency stop switch, a normal / manual selector switch, and constant pressure up / down / safety buttons shall be installed on the top of the elevator car This operating station shall make all normal operating devices inoperative giving complete control to the inspector

DOOR OPERATION:
A direct current motor driven heavy-duty operator shall be installed and designed to operate both the car and the hoistway doors simultaneously Door movements shall be electrically and mechanically slowed at both limits of travel resulting in smooth and quiet door operation The door operator shall be designed for manual operation in the event of a failure and with the car at the floor Doors shall automatically open when the car arrives at a landing and shall automatically close after an adjustable length of time Direct drive geared, AC controlled units with oil checks are not acceptable The leading edge of the car door(s) shall be fitted with a full length infrared reversing edge designed to fully reopen the doors in the event of obstruction while closing If interrupted for an extended length of time, the infrared ray shall be automatically disconnected to allow normal door closing

INTERLOCKS.
Each hoistway entrance shall contain an approved type interlock fully tested as required by code This interlock shall be designed so as to prevent operation of the elevator car away from the landing until the doors are closed and locked as defined by code and shall prevent opening the doors at any floor from the corridor side unless the car is at that floor at rest or is within the leveling zone and in the process of stopping The interlocks shall bear the Underwriters, Laboratories "B" label of approval.

HOISTWAY DOOR UNLOCKING DEVICE:
Hoistway door unlocking devices as required by code shall be provided to permit access to the hoistway when the elevator car is away from the landing

DOOR HANGERS and TRACKS:
Each hoistway sliding door shall be fitted with a two-point sheave type suspension hanger. Sheaves shall have polyurethane tires and sealed bearings Hangers shall contain a non-wearing roller designed to accept the up-thrust of the door Tracks shall be of solid steel and machined to fit the sheave rollers

HOISTWAY ENTRANCES:
Hoistway entrances of a hollow metal design with horizontal sliding doors shall be installed at each hoistway opening

Entrances shall bear the Underwriters' Laboratories "B" label. They shall consist of frames, extruded aluminum sills, doors, hangers, hanger supports, hanger covers, fascia plates, sight guards, strut angles, and all necessary hardware Finish to be solid color baked enamel

The entire front wall of the hoistway must be left open or a rough opening provided which is 12" wider and 6" taller than the finished opening, until the entrances are installed. After the guide rails are installed and aligned, the frames will be installed and aligned to the guide rails Others will then complete finished wall The finished wall shall not be attached to the entrance assembly in manner other than as shown in the installation instructions furnished so as to be in strict compliance with the Elevator Contractor's requirements

SELECTIVE COLLECTIVE OPERATION:
Elevator control shall be automatic in operation by means of push buttons in the car numbered to correspond to the floors served for registering car stops, by "up / down" buttons at each intermediate floor, and by "call" buttons at each terminal floor The momentary pressing of one of these buttons shall dispatch the car to the designated landings in the order in which the landings are reached by the car, irrespective of the order in which the buttons are pressed Each landing call shall be cancelled when answered When the car is traveling up, it shall stop at all floors for which car buttons or "up" hall buttons have been pressed It shall not stop at floors for which "down" buttons only have been pressed unless the stop for that floor has been registered by a car button or unless the "down" call is at the highest floor for which buttons have been pressed Likewise, pressing an "up" button when the car is traveling down shall not cause the car to stop unless the stop for that floor has been registered by a car button, or unless the up call is at the lowest floor for which any button has been pressed

When the car has responded to it's highest or lowest stop, and stops are registered for the opposite direction, it's direction of travel shall reverse automatically and it shall then answer the calls registered for that direction

Should both up and down calls be registered at an intermediate floor, only the call corresponding to the direction in which the car is traveling shall be cancelled upon the car stopping at the floor

An adjustable time delay shall be provided so that after the car has stopped in response to a hall button the entering passenger may register his car button before the car will reverse to answer calls in the opposite direction

INDEPENDENT SERVICE.
A key operated switch located in the car operating panel shall be provided in each elevator for the purpose of selecting Independent Service Operation When operating on Independent Service, the elevator will not respond to any landing call The elevator will park with the doors open, operation will be by it's car buttons only All landing calls will be transferred to the other elevator

LANDING BUTTONS.
Riser(s) of floor push button stations shall be provided Each intermediate station shall contain two illuminated push buttons, one for the "up" direction and one for the "down" direction Each terminal floor station shall contain one illuminated push button The buttons shall illuminate when the button is pressed to indicate that the call is "registered"

CAR OPERATING STATION.
A flush mounted operating panel shall be mounted in each car and shall contain the following devices

- Alarm button
- Door Open button
- Door Close button
- Illuminated Floor buttons
- Keyed Emergency Stop switch
- Keyed Light & Fan switch
- Integral battery powered Emergency Light
- Firefighters' Service operating devices, operating instructions and signage
- Telephone compartment
- Floor passing tone
- Car Position indicator

All control buttons shall contain the necessary raised identifying alphanumeric characters located to the left of the button and permanently attached

CAR POSITION INDICATOR:
An electronic position indicator shall be provided It shall be installed in the car for optimum viewing As the car travels in the hoistway, the position indicator shall indicate the alphanumeric position of the car, the position changing at a point approximately midway between floors

CAR RIDING LANTERN·
The car-riding lantern shall be mounted in the entrance column of the elevator cab opposite to the side on which the corridor buttons are located (so as to be visible from the button)

When the elevator doors are opening in response to a call and reach the full open position, the direction arrow corresponding to the direction of travel shall illuminate and the audible signal shall sound. The direction arrow will remain illuminated until the doors close fully in preparation to the car leaving the floor The up direction arrow shall illuminate and the audible chime sound once if the direction travel is up If the direction of travel is down, the down arrow and audible chime shall sound twice

SPECIAL CONDITIONS:

1 Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery, or installation of the equipment

2 It is agreed that our workman shall be given a safe place in which to work and we reserve the right to discontinue the work in the building whenever, in our opinion, this provision is violated

3 Unless otherwise agreed, it is understood that all work will be performed during the regular working hours of the trades involved If overtime work is required and mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price

4 We anticipate delivery of the equipment approximately **10 to 12** weeks after all final drawings and details are approved A dry and protected area conveniently located to the elevator hoistway shall be assigned to us for the storage of the equipment without charge You agree that if not ready to accept the equipment when we notify you that it is ready, you will immediately make all payments due for the equipment and designate some local place where you will accept delivery Unless you designate such a point within fifteen days, we are authorized to store the equipment within or without of the factory at your risk You shall also reimburse us for all due to the extra handling and storage

5 Delete

6 Certificates of Workman's Compensation Insurance, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to you upon request The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price

7 In consideration of our performance of the work described herein, at the price stated, you agree to indemnify, defend and hold us harmless from all damages, claims, suits, expenses, and payments resulting from loss, damage or injury including death, to persons or property on account of or resulting from performance of this contract or from operation of the elevator(s) whether before or after final acceptance, except as directly due to acts or omissions of our employees or those of our sub-contractors

8 We shall not be liable for any losses, damages, or delays caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot or civil commotions, war, malicious mischief, or acts of God, or any causes beyond our control, and in no event shall we be liable for consequential damages

9 Delete

10 If any drawings, illustrations, or descriptive matter are furnished with this proposal, they are approximate in nature and are submitted only to show the general style and arrangement of the equipment being proposed

11 In the event of any default by you in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable irrespective of the acceptance by us of notes from you or extension of time for payment.

PRICE AND TERMS of PAYMENT:
We propose to furnish and install the equipment covered by this proposal for the sum of **Eighty Four Thousand Seven Hundred Eighty and 00/100 ($ 84,780.00)**, plus any applicable tax and payable as work progresses.

VOL 58 PG 332

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding an amount equal to the value as estimated by us, based on the contract price, of the uncompleted work.

The remainder of the contract price shall be due and payable upon of completion of the elevator(s) If there is more than one unit in this contract, final payment shall be made separately as each unit is completed

We reserve the right to discontinue our work at any time until payments have been made as agreed upon, and we have assurance satisfactory to that the subsequent payments will be made as they become due Any monies not paid when due shall bear interest at the legal rate in force at the place of the project.

ACCEPTANCE OF THIS PROPOSAL:
This proposal is submitted for acceptance within **60** days from the date submitted by us

This proposal, when accepted by the purchaser and subsequently approved by an officer of United Elevator Services Company , shall constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded No changes in or additions to this contract will be recognized unless made in writing and properly executed by both parties

SUBMITTED BY

Gary Kyser Date March 9, 2001

ACCEPTED BY

Charles L. Still Title County Judge
(Printed Name)

Charles L. Still Date 3-15-2001
(Signature)

Billing Address Joe Orrell
Tommy Stanley
Bill
Russell A Gerard

Purchase Order No
(If required)

UNITED ELEVATOR SERVICES COMPANY ACCEPTANCE AND APPROVAL

Title GENERAL MANAGER
(Signature)

Date 3/20/01

VOL 58 PG 333

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned TOMMY PAYNE LOGGING, 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) RED CEDAR, ASPEN AND LEMON RDS.

2.

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

3.

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

x _____
First Party Signature

RT. 1 BOX 47 A
Street or Box

BIVINS, TX. 75555
City, State and Zip Code

903-796-7886
Telephone

NICHOLS
Timber Tract

3-6-2001
Date Signed

_____
County Judge

_____
Commissioner 1

_____
Commissioner 2

_____
Commissioner 3

_____
Commissioner 4

_____
Date Signed

FILED
REX A. SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
BY _____ DEPUTY
UPSHUR COUNTY, TX

Permit issued for a period not to exceed 90 days.

VOL 58 PG 334

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

1.

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

2.

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

3.

First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing SAND 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.

First Party Signature	County Judge
P.O. BOX 1148 Street or Box	Commissioner 1
GLADEWATER, TX. 75647 City, State and Zip Code	Commissioner 2
903-636-4811 Telephone	Commissioner 3
Timber Tract	Commissioner 4
2-28-01 Date Signed	Date Signed

FILED
REX A SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
UPSHUR COUNTY, TEX.
BY DEPUTY

Permit issued for a period not to exceed 90 days.

VOL 58 PG 335

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Gary Romine, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1

First Party agrees to use only that section of (describe exact route, direction and miles in tenths)
FM 2088 to Sheep appx 2 mile

2.

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

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing Logs from its lands located in Precinct No 4, Upshur County.

4.

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

5.

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

6.

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

Gary Romine
First Party Signature

Hwy 37
Street or Box

Winnsboro 75494
City, State and Zip Code

903-629-3583 850-3583 mobile
Telephone

Timber Tract

3-14-01
Date Signed

County Judge

Commissioner # 1

Commissioner # 2

Commissioner # 3

Commissioner # 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
BY _____ DEPUTY
UPSHUR COUNTY, TX.

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

VOL 58 PG 336

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned D & B 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) Hwy 154 turn on Synder appx 1 mile

2.

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

3.

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

Chad Brown
First Party Signature

P.O. Box 220
Street or Box

Atlanta 75551
City, State and Zip Code

903-796-2126
Telephone

Lenz
Timber Tract

3-12-01
Date Signed

County Judge

Commissioner # 1

Commissioner # 2

Commissioner # 3

Russell R Green
Commissioner # 4

Date Signed

FILED
REX A SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
UPSHUR COUNTY, TX.
DEPUTY

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

VOL 58 PG 337

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1 DATE 3-12-01

Formal notice is hereby given that Ronnie Poole whose principal address is P.O. Box 66 Gilmer, Tx 75644 does hereby propose to place a Culvert within the ROW of County Road Hawk.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 12th day of March, 2001.

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

NAME: Ronnie Poole

PHONE: 734-7470

HOME OWNER
TIANA WEHRING

VOL 58 PG 338

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 March 12, 2001, except as noted below:

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

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

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will be borne by owner of this line.
6. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; Inside diameter of casings shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.
7. All excavations within the right of way and not under surfacing shall be backfilled by tamping 6 inch horizontal layers. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.
8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way be permit will be of a nature or composition that said line can be located with the sue of a standard locator device used in locating buried cables and pipe.)
9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.
10. Where evidence is presented indicating the impracticability or boring or tunneling, the Commissioner Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material (b) The surfacing will be replaced with equivalent quality surfacing.
11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.
12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structures, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.
13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of the inspection.

APPROVED ON THIS _____DAY OF _____, 2001.

_____
County Judge

_____
Commissioner Precinct # 1

_____
Commissioner Precinct # 2

_____
Commissioner Precinct # 3

_____
Commissioner Precinct # 4

FILED
REX A. SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
UPSHUR COUNTY, TX.
BY_____
DEPUTY

VOL 58 PG 340

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Ford Dipaso, 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) FM1845 turn on Pheasant Rd turn on Davis Road appx .8/10 mile

2.

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

3

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

Larry Pennington
First Party Signature

P.O. Box 8103
Street or Box

Marshall 75671
City, State and Zip Code

903-927-2050
Telephone

Timber Tract

3-9-01
Date Signed

County Judge

Commissioner # 1

Commissioner # 2

Commissioner # 3

Bruce N Greg
Commissioner # 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
UPSHUR COUNTY, TX.
BY
DEPUTY

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

VOL 58 PG 341

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Ford Dupont, 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) FM 3358 turn on Green Hill Rd turn right on Wildwood appx 2.0 mile

2.

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

3.

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

Tony Cunningham
First Party Signature

P.O. Box 8103
Street or Box

Mineola, TX 75671
City, State and Zip Code

903-927-2050
Telephone

Timber Tract

3-9-01
Date Signed

County Judge

Commissioner # 1

Commissioner # 2

Commissioner # 3

Commissioner # 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
UPSHUR COUNTY, TX.
DEPUTY

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

VOL 58 PG 342

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4 DATE 3-7-01

Formal notice is hereby given that Glen Ferrell whose principal address is Rt. 5 Box 5150 does hereby propose to place a culvert within the ROW of County Road Palm.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 7 day of March, 2001.

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

NAME: Glenn Ferrell

PHONE: 725-4720

VOL 58 PG 343

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 March 7, 2001, except as noted below:

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

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

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

VOL 58 PG 344

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will be borne by owner of this line.
6. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; Inside diameter of casings shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.
7. All excavations within the right of way and not under surfacing shall be backfilled by tamping 6 inch horizontal layers. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.
8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way be permit will be of a nature or composition that said line can be located with the sue of a standard locator device used in locating buried cables and pipe.)
9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.
10. Where evidence is presented indicating the impracticability or boring or tunneling, the Commissioner Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material (b) The surfacing will be replaced with equivalent quality surfacing.
11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.
12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structures, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.
13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of the inspection.

APPROVED ON THIS _____ DAY OF _____, 2001.

_____
County Judge

_____
Commissioner Precinct # 1

_____
Commissioner Precinct # 2

_____
Commissioner Precinct # 3

_____
Commissioner Precinct # 4

FILED
REX A. SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
UPSHUR COUNTY, TX.
BY _____
DEPUTY

VOL 58 PG 345

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned W W Going Logging, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) FM 2088 turn on Flying Squirrel Appx 1 mile

2.

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

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 4, Upshur County

4

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

5.

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

6.

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

First Party Signature	County Judge
P O Box 265	
Street or Box	Commissioner # 1
Mineola, Tx 75773	Commissioner # 2
City, State and Zip Code	
903-790-5169 Winfred Going	Commissioner # 3
Telephone	
Gibson	Commissioner # 4
Timber Tract	
3-5-01	
Date Signed	Date Signed

FILED
REX A. SHAW
COUNTY CLERK
01 MAR 15 PM 3:48
UPSHUR COUNTY, TX.
BY
DEPUTY

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

VOL 58 PG 346

ATTENDANCE SIGN-IN SHEET

LOCATION: UPSHUR COUNTY LIBRARY ANNEX

DATE: MARCH 15, 2001

1. Vernon A. Rose	1. Gladewater, TX
2. Bob Runyon	2. Gladewater Mirror
3.	3. KTBS
4.	4. KTBS
5. Kim Baker	5. KTBE
6. Michael Orr	6. KTBS
7. Randy Lyon	7. KTBS
8. Jay Rollett	8. KTBS
9. Myra Harris	9. Gilmer
10. Brent Brevard	10. Gilmer
11. Mac Overton	11. Marion
12. Ray Reeder	12. Ore City
13. Arnold Grimes	13. Gilmer
14. Pam Long	14.
15. Joyce Morrison	15. Gilmer
16.	16.
17.	17.
18.	18.
19.	19.
20.	20.
21.	21.
22.	22.
23.	23.
24.	24.
25.	25.

FILED
REX A. SHAW
COUNTY CLERK
01 MAR 15 PM 3:40
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL58 PG347

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 15 Mar 2001

Approved Disbursements

Checking Account(s) APCA FNB INS

THE SOFTWARE GROUP, INC — Disbursements Made from 02/28/01 thru 03/15/01 — PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
104010-APCA	02/28/01	UPSHUR COUNTY INSURANCE ACCO	$3,892 42	$3,892 42	CSCD/JUV PROB; CLAIMS, EMP INS COSTS
104011-APCA	02/28/01	NATIONWIDE RETIREMENT	$1,177 78	$1,177 78	ENTITY#52039 PAYROLL DEDUCTIONS
104012-APCA	02/28/01	FIRST NATIONAL BANK GILMER	$29,772 98	$29,772 98	FICA; MEDICARE PAYROLL DEDUCTIONS
104013-APCA	02/28/01	FIRST NATIONAL BANK GILMER	$19,660 57	$19,660 57	WITHHOLDING PAYROLL DEDUCTIONS
104014-APCA	02/28/01	UPSHUR COUNTY IRC/125	$975 00	$975 00	UNREIMBURSED MEDICAL PAYROLL DEDUCTION
104015-APCA	02/28/01	UPSHUR COUNTY IRC/125	$286 48	$286 48	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
104016-APCA	02/28/01	UPSHUR COUNTY IRC/125	$92 15	$92 15	125/AFLAC PAYROLL DEDUCTION
104017-APCA	02/28/01	UPSHUR COUNTY IRC/125	$225 66	$225 66	125/AMERICAN HERITAGE PAYROLL DEDUCTION
104018-APCA	02/28/01	UPSHUR COUNTY IRC/125	$193 79	$193 79	125/TRANSPORT LIFE PAYROLL DEDUCTION
104019-APCA	02/28/01	UPSHUR COUNTY IRC/125	$450 05	$450 05	125/CENTRAL UNITED PAYROLL DEDUCTION
104020-APCA	02/28/01	UPSHUR COUNTY IRC/125	$5,132 38	$5,132 38	125 DEPENDENT INS. PREMIUMS/PAYROLL
104021-APCA	02/28/01	INTERNAL REVENUE SERVICE	$1 93	$1 93	LAQR Q 03/295620572(1040A)(LEVY)
104022-APCA	02/28/01	ATTORNEY GENERAL OF TEXAS	$292 50	$292 50	MULTIPLE PAYORS 01/19/01 PAYROLL
104023-APCA	02/28/01	EAST TEXAS PROFESSIONAL	$2,120 50	$2,120 50	ETPCU/PAYROLL SAVINGS PLAN
104024-APCA	02/28/01	FIRST NATIONAL BANK	$617 50	$617 50	FNB/PAYROLL SAVINGS PLAN
104025-APCA	02/28/01	GILMER NATIONAL BANK	$197 50	$197 50	GNB/PAYROLL SAVINGS PLAN
104026-APCA	02/28/01	GILMER SAVINGS BANK	$75 00	$75 00	GSB/PAYROLL SAVINGS PLAN
104027-APCA	02/28/01	UPSHUR COUNTY INSURANCE ACCO	$352 10	$352 10	DEPENDENT INS PREMIUMS/PAYROLL
104028-APCA	02/28/01	RHONDA REED #0009546732	$135 00	$135 00	AG#0009546732, CAUSE#281-93 JOEY A YOUNG
104029-APCA	02/28/01	RUBY COOPER DISTRICT CLERK	$117 50	$117 50	#0008922658/CAUSE#98302DR/HARRY CROCKETT
104030-APCA	02/28/01	OFFICE OF THE ATTY GENERAL	$50 00	$50 00	D LAGRONE AG#4601306341, CAUSE#40979
104031-APCA	02/28/01	KARMEN STEELMAN	$330 13	$330 13	#718-99, 454-33-4972
104032-APCA	02/28/01	RUBY COOPER DISTRICT CLERK	$105 00	$105 00	EARNEST BECK, CAUSE#97-2125DR
104033-APCA	02/28/01	TEXAS COUNTY & DISTRICT RETI	$91,074 11	$91,074 11	UNIT#329 MONTHLY REPORT
104034-APCA	02/28/01	MICHAEL GROSS	$140 00	$140 00	CASE #00-20023
104038-APCA	02/28/01	ABLES-LAND, INC	$25 80	$25 80	COMM CT-CUST#12970/COPY PAPER

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
104039-APCA	02/28/01	ACCU CHEM LABORATORIES	$115 00	$115 00	CCP-#U985/PROFILES
104040-APCA	02/28/01	ACTION SAFE & LOCK	$200 75	$41 25	J CTR-KEYS
				$47 50	J CTR-SERVICE CALL;REPAIRED LOCKS
				$112 00	J CTR-14 CAM LOCKS
104041-APCA	02/28/01	ACTION SIGN & BANNER	$263 25	$263 25	CONST#1-LETTERING FOR CAR
104042-APCA	02/28/01	ADVANCED ROOFING SERVICE INC	$250 00	$250 00	J CTR-ROOFING REPAIRS
104043-APCA	02/28/01	AFLAC	$210 70	$210 70	ACCT#S5217/FEB'01 PAYROLL DEDUCTIONS
104044-APCA	02/28/01	ALLTEL	$577 60	$563 90	TELE-COMM-ACCT#0100892B0/FEB 21/01 BILLING
				$0 52	PCT#3-#010167344/#7345822(FEB 21/01)
				$9 56	JP#1-#010167346/#7346269(FEB 21/01)
				$2 09	PCT#1-#010160817/#7345609(FEB 21/01)
				$0 89	PCT#2-#010161252/#7626266(FEB 21/01)
				$0.64	PCT#4-#010167349/#7626731(FEB 21/01)
104045-APCA	02/28/01	ALLTEL	$615.29	$26.27	JUV PROB-#GM00626/FEB 9'01
				$137 12	SUP&CCP-#GM00318 FEB 9'01
				$100 74	PCT#4-ACCT#GM263HT/FEB 09/01 BILLING
				$191 10	PCT#1-#GM05987/FEB 9'01
				$29 59	CO S-#GM265SF/FEB 9'01
				$130 47	CO S-#GM268LC/FEB. 09/01 BILLING
104046-APCA	02/28/01	AMERICAN FIDELITY ASSURANCE	$12 00	$12 00	GROUP#01153 JAN'01 PAYROLL DEDUCTION
104047-APCA	02/28/01	AMERICAN HERITAGE LIFE INSUR	$451 29	$451.29	CASE#47939/FEB 01 PAYROLL DEDUCTIONS
104048-APCA	02/28/01	ANDERSON ELECTRIC & RADIOSHA	$5 58	$5 58	J CTR-CUST#10000525/WATCH BATTERIES
104049-APCA	02/28/01	ANGELA R SMOAK	$350 00	$350 00	D CT-#12,562/BOBBY JOE LINDLEY
104050-APCA	02/28/01	ANIMAL MED/SURG HOSP	$553 87	$116 61	D A-DOROTHY DUFFEY/HOT CK RESTITUTION
				$437.26	D A-TERRY KNAPP/HOT CK RESTITUTION
104051-APCA	02/28/01	ANN WREN	$1,875 00	$1,875 00	CCP-JAN'01 COUNSELING
104052-APCA	02/28/01	ARCH WIRELESS	$143 26	$48.07	CONST#1-ACCT#24157794/JAN 20/01 BILLING
				$19 29	PCT#4-#26517979/JAN 26'01
				$16 00	CONST#1-#24157794/FE 20'01
				$39.86	PCT#4-#26517979/FEB 23'01
				$20 04	PCT#2-#26518274/FEB 23/01 BILLING
104053-APCA	02/28/01	ARNOLD GRIMES	$310 00	$310 00	MARCH'01 JP#1 BLDG LEASE
104054-APCA	02/28/01	ARNOLD, WALKER, ARNOLD&CO ,	$10,000 00	$10,000 00	NON DEPT-#6031-AUDIT/2000
104055-APCA	02/28/01	ARTHUR L FORT	$205 85	$146 60	SUP-(2)BADGES&CASES
				$59 25	CO S-CAPTAIN BADGE

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Approved Disbursements
Checking Account(s) APCA FNB INS
THE SOFTWARE GROUP, INC — Disbursements Made from 02/28/01 thru 03/15/01 — PAGE 3

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
104056-APCA	02/28/01	BOBBY JENKINS	$1,722 50	$1,722 50	PCT#1-REPLACE CULVERTS
104057-APCA	02/28/01	BRIAN DANIELS	$28 22	$28 22	JUV PROB-REIMBURSE/TRAINING EXPENSE
104058-APCA	02/28/01	CHEROKEE COUNTY	$720 00	$310 00 $410 00	CO CT-MI#25,592/COMMIT BRENDA SHANNON TO RUSK CO JUDGE-MI#25,660/COMMIT JOHN DAVID CRANK TO RUSK
104059-APCA	02/28/01	CHRISTINA W WALLACE CSR	$180 00	$180 00	D CT-COURT REPORTING 02/21/01
104060-APCA	02/28/01	CITY OF GILMER	$1,970 69	$28 20 $15 00 $15 00 $351 04 $15 00 $1,538 95 $7 50	TAX-ACCT#120151000/SERV -01/05-02/06/01 ROCK BLDG-ACCT#130345000/SERV-01/05-02/06/01 CO BLDGS-ACCT#010076050/SERV-01/04-02/05/01 CO BLDGS-ACCT#130274000/SERV-01/05-02/06/01 CO BLDG-ACCT#120171000/SERV-01/07-02/06/01 J CTR-ACCT#010067500/SERV-01/04-02/05/01 CO BLDG-ACCT#120229000/SERV-01/05-02/06/01
104061-APCA	02/28/01	COLORADO COUNTY JUVENILE	$5,101 04	$5,041 04 $60 00	ISP-JAN'01 BILLING; S. L. &S J ISP-MEDICAL; S T.
104062-APCA	02/28/01	COMPLETE BUSINEES SYSTEMS	$322 00	$322 00	ACCT#1-107862627-001 2/05/01-3/05/01
104063-APCA	02/28/01	COMPLETE BUSINESS	$54 36	$17 80 $23 00 $3 96 $9 60	CO LIB-ID#11657/913 COPIES-01/08-02/08/01 JP#1-ID#17541/1394 COPIES-01/11-02/11/01 CO BLDG-ID#17201/264 COPIES-01/10-02/10/01 AUD-ID#13314/582 COPIES-01/16-02/16/01
104064-APCA	02/28/01	COMPUNET TECHNOLOGIES INC	$150 00	$150 00	COMPUTER-(2)HRS CONFIGERATION ON NETWORK; JP#1
104065-APCA	02/28/01	CONSECO HEALTH INSURANCE CO	$467 45	$467 45	GROUP#46512/FEB 01 PAYROLL DEDUCTIONS
104066-APCA	02/28/01	DALLAS COUNTY TREASURER	$3,174 00	$750 00 $2,100 00 $199 00 $125 00	D A-CUST#1564/EXPERT WITNESS NON DEPT-CUST#1564/JAMES MILLER, BALRAY SINBH-AUTOPSIES CO S-CUST#1564/LONNIE MARSH CASE D A-CUST#1621/EVIDENCE(QETER)
104067-APCA	02/28/01	DARBY EQUIPMENT COMPANY	$116 35	$116 35	PCT#1-HITCH, ADAPTER; PIN
104068-APCA	02/28/01	DARR EQUIPMENT COMPANY	$218 17	$218 17	PCT 4-TURN SIGNEL LAMPS; TURN SIGNAL FLASHER; WEAR SHIMPS; WEAR SHIMPS; WEAR SHIMPS; WEAR SHIMPS
104069-APCA	02/28/01	DATA RECOGNITION INC.	$3,374 00	$3,374 00	COMPUTER-CUST#UPSHCO/PRINTER MAINT(3/1/01-2/28/02
104070-APCA	02/28/01	DAVID B BROOKS	$100 00	$100 00	D A-JAN 2001 LEGAL CONSULTATION SERVICES
104071-APCA	02/28/01	DAVID W BULLER M D	$1,000 00	$1,000 00	FEB'01 CONTRACTED MEDICAL SERVICES

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
104072-APCA	02/28/01	DEAN FOWLER ATTY AT LAW	$75 00	$75 00	CO CT-I/I/O-B M A
104073-APCA	02/28/01	DENTRUST DENTAL	$420 00	$420 00	CO JAIL-SERVICES-01/01-01/31/01
104074-APCA	02/28/01	DEWAYNE LaGRONE	$192 78	$192 78	CONST#2-REIMBURSE MILEAGE; MEALS TO HOUSTON
104075-APCA	02/28/01	DIANA JR 'S	$65 00	$65 00	D A-PAMELA WILLIAMS/HOT CK RESTITUTION
104076-APCA	02/28/01	DIXIE PAPER COMPANY	$1,691 83	$7 02	CO JAIL-CUST#585755/SPRAYBUFF
				$309 65	CO JAIL-CUST#585755/TISSUE ;POLISH; NAPKINS; SOAP
				$254 22	CO JAIL-CUST#585755/CLEANERS
				$23 16	CO JAIL-CUST#585755/POLISH PADS
				$953 60	CO JAIL-CUST#585755/TISSUE TOWELS
				$144 18	CO JAIL-CUST#585755/SANIT NAPKINS, SOAP
104077-APCA	02/28/01	DOLLAR STORE	$18 55	$18 55	DA-DARLA CLARK/HOT CHECK RESTITUTION
104078-APCA	02/28/01	DWIGHT A BRANNON	$350 00	$350 00	D CT-#J-23-99/I I O-J B
104079-APCA	02/28/01	EASTEX TRUCK PARTSINC	$90 00	$20 00	PCT#4-EXHAUST
				$30 00	PCT#2-FAN BLADE
				$40 00	PCT#2-PART
104080-APCA	02/28/01	ECKERD DRUG #3887	$896 34	$896 34	INDIG-MOORE; GRANVILLE; MCKINLEY/PRESCRIPTIONS
104081-APCA	02/28/01	EDWARDS TRACTOR & EQUIPMENTI	$88 68	$88 68	PCT#4-ACCT#14777/FILTERS
104082-APCA	02/28/01	EXPRESS LUBE DBA	$35.95	$27 95	CONST#2-OIL; FILTER; LABOR; WIPER BLADES
				$8 00	CO S-UNIT#18/WIPERS
104083-APCA	02/28/01	FEDEX	$87 92	$18 60	D A-ACCT#227516917/SHIPMENT TO DALLAS
				$69.32	CO S-ACCT#171613256/SHIPMENTS TO HUNTSVILLE
104084-APCA	02/28/01	GEORGE P BANE INC	$6,000 00	$6,000 00	PCT#4-ACCT#91938M/BRUSH CHIPPER
104085-APCA	02/28/01	GILMER ANIMAL CLINIC L C	$60 00	$60 00	CONST#2-DAKOTA/SHOTS
104086-APCA	02/28/01	GILMER CABLE TV CO INC	$432 80	$11 80	COMPUTER-ACCT#19305/FEB 23/01 BILLING
				$421 00	NON DEPT-ACCT#15446/FEB 23/01 BILLING
104087-APCA	02/28/01	GILMER COUNSELING SERVICES	$472 50	$472 50	JUV PROB-JAN'01 COUNSELING
104088-APCA	02/28/01	GILMER DISCOUNT TIRE	$297 75	$297 75	PCT#1-TIRES; ALIGNMENT; LABOR
104089-APCA	02/28/01	GILMER DRUG COMPANY	$4,267 07	$452 91	CO JAIL-PRESCRIPTIONS
				$1,492 77	CO JAIL-PRESCRIPTIONS
				$173 54	CO JAIL-PRESCRIPTIONS
				$45 96	CO JAIL-PRESCRIPTION
				$23 05	CO JAIL-PRESCRIPTIONS
				$17 44	CO JAIL-PRESCRIPTIONS

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				$61 23	CO JAIL-PRESCRIPTIONS
				$23 94	CO JAIL-PRESCRIPTIONS
				$471 01	CO JAIL-PRESCRIPTIONS
				$89 52	CO JAIL-PRESCRIPTION
				$381 81	CO JAIL-PRESCRIPTIONS
				$114 30	CO JAIL-PRESCRIPTIONS
				$33 46	CO JAIL-PRESCRIPTIONS
				$42 76	CO JAIL-PRESCRIPTIONS
				$6 29	CO JAIL-PRESCRIPTION
				$52 79	CO JAIL-PRESCRIPTIONS
				$167 10	CO JAIL-PRESCRIPTIONS
				$140 97	CO JAIL-PRESCRIPTIONS
				$62 66	CO JAIL-PRESCRIPTIONS
				$430 29	CO JAIL-PRESCRIPTIONS
				$16 73cr	CO. JAIL-RETURNED PRESCRIPTION
104090-APCA	02/28/01	GILMER MUFFLER SHOP	$120 00	$120 00	PCT 1-MUFFLER & TAIL PIPE
104091-APCA	02/28/01	GILMER OFFICE CENTER	$888 09	$249 00	SUP-(1)CS COPY PAPER
				$407 44	D A-OFFICE SUPPLIES
				$50 88	D A-HOLE PUNCH; CLIPS; MESSAGE BOOKS
				$164 94	CO S-COPY PAPER
				$13 49	COMM CT-MAGNIFIERS
				$2 34	COMM CT-HIGHLIGHTERS
104092-APCA	02/28/01	GOOD SHEPHERD MED CTR ACU	$48 28	$48 28	INDIG-LAURA SUE MCKINLEY/MEDICAL
104093-APCA	02/28/01	GOOD SHEPHERD PHYSICIAN SERV	$50 00	$50 00	SUP-ACCT#4840/W. REEVES
104094-APCA	02/28/01	GOVERNMENT RECORDS SERVICES	$5,387 99	$5,387 99	CO CLK-CUST#309/MICRO FILMING&INDEXING
104095-APCA	02/28/01	GREATAMERICA LEASING CORP	$428 25	$428 25	NON DEPT-#0134764-000/JET MAIL EQUIPMENT
104096-APCA	02/28/01	GREEN OIL CO INC	$2,539 38	$253 85	PCT#3-OIL
				$2,285 53	PCT#4-1061 GALS GAS; 903 GALS DIESEL
104097-APCA	02/28/01	GREGG CO JUVENILE PROBATION	$1,560 00	$1,560 00	JUV PROB-JAN'01 DETENTION
104098-APCA	02/28/01	H&D TIRE & AUTOMOTIVE	$998 39	$7 02	PCT 4-REDIMARK; DEPTH GAUGE
				$7 50	PCT 4-CONCRETE MIX
				$41 64	PCT 3-8" CLAMP; HOSE COUPLER; CHANNEL LOCK
				$4 49	CO BLDG-ROMEX
				$7 64	CO BLDG-SAW BLADE
				$8 88	CO BLDG-HANDY HARDWARD; FLAT BAR; SCREWS
				$6 21	PCT 2-CIRCUIT TESTER
				$2 43	PCT 2-FITTING
				$7 50	PCT 4-CONCRETE MIX
				$28 98	PCT 4-RACHET
				$3 38	PCT 4-FLAIR PLUGS; FLAIR PLUGS
				$8 09	PCT 3-TRASH BAGS
				$51 75	PCT 3-HYDRAULIC FITTING; HYDRAULIC FITTING;

Check #.	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
					HYDRAULIC HOSE
				$2.49	CO BLDG-HOOK
				$2.02	CJ ANNEX-HOSE COUPLING; CLAMP
				$2.15	CO BLDG-SANDPAPER
				$2 24	CO BLDG-GLASS CLEANER
				$67.40	PCT 2-TIGER BLADES; TIGER BOLT; TIGER NUT
				$12 78	CJ ANNEX-SCREWS; CONNECTORS, COUPLING, STRAPS; STRAPS; CONNECTORS; CONNECTORS, ELBOW
				$2.65	CO BLDG-SPARK PLUG, STARTER FLUID
				$7.46	PCT 4-ROLL PIN; PINS, PIN PUNCH, 1/2 PIN PUNCH
				$13.80	PCT 4-BOLTS; WASHERS; NUTS
				$1.60	CJ ANNEX-FUSES
				$4 90	PCT 4-BOLT NUT; WASHERS, NUTS
				$173 42	PCT 3-BATTERY, RECYCLE, BATTERY, RECYCLE, REF VINYL NUMBERS
				$9 33	PCT 3-VOLTAGE REGULATOR
				$1.71	CO BLDG-PIPE; PVC-40 M/APP; PVC ELL
				$22 37	PCT 3-WIPER REFILLS; COUPLINGS
				$11 16	PCT 4-LIGHT LENS
				$20 31	PCT 4-THRD LOCK, QR/8 BOLT NUT WASHERS
				$75 12	PCT 3-LUG NUTS; STUDS
				$106 74	PCT 4-AXLE CONTROL; PLUG; WIRE; SCREWDRIVER
				$18 68	PCT 3-WHEEL HARDWARE; WHEEL HARDWARD
				$9.38	PCT 1-KEYS; UTILITY DUCT TAPE
				$49.99	CO BLDG-TIRE
				$14.49	PCT 3-8 16" BLACK BOOT
				$139 99	PCT 4-DRILL
				$8 05	PCT 4-VBELT
				$4 21	CO BLDG-BLUE PAINT; CONNECTOR
				$2 24	CO BLDG-TAPE MEASURE
				$26 20	CJ ANNEX-POLLY; DUCT TAPE; FLEX TUBING; ELECTRIC TAPE; SUPER GLUE; 1/2 STRAPS; TIES
104099-APCA	02/28/01	HERBERT L YOUNG	$322 17	$124 77	CONST#2-106 GALS GASOLINE
				$138 55	CONST#2-112 GALS GASOLINE
				$58 85	CONST#3-50gals GAS
104100-APCA	02/28/01	HEWITTS	$206 85	$54 45	PCT#3-CUST#2160/POSTS; NAILS, STAPLES
				$32 40	PCT#3-CUST#2160/STAPLES, T-POST
				$120.00	PCT#4-CULVERT
104101-APCA	02/28/01	HOLMES CONCRETE PIPE	$5,102 20	$4,882 20	PCT#1-CULVERTS
				$220 00	PCT#2-CULVERT
104102-APCA	02/28/01	HON MARCUS F VASCOCU	$38 00	$38 00	CO CT-MILEAGE; MEALS/02/05&8/01(VISITING KUDGE
104103-APCA	02/28/01	INDUSTRIAL POWER	$56 60	$56 60	PCT#2-CUST#85029/PRESSURE GAUGE
104104-APCA	02/28/01	INGRAM LIBRARY SERVICES	$1,029 88	$772 41	CO LIB-58 BOOKS
				$257 47	CO LIB-ACCT#2083975/16 BOOKS

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UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 15 Mar 2001
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THE SOFTWARE GROUP, INC — Disbursements Made from 02/28/01 thru 03/15/01 — PAGE 7

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
104105-APCA	02/28/01	JAMES B ZIMMERMANN	$113 70	$113 70	D CT-MILEAGE; MEALS 12/29/00/VISITING JUDGE
104106-APCA	02/28/01	JAMES BEASLEY	$29 78	$29 78	CO JAIL-REIMBURSE/OFFICE EXPENSES
104107-APCA	02/28/01	JEFF BROWN	$73 50	$73 50	D A-JUNIOR JONES/HOT CK RESTITUTION
104108-APCA	02/28/01	JERROD DAVIS	$500 00	$250 00	D CT-#715-00/I/I/O-H T; H. T; L-A. F.
				$250 00	D CT-#722-00/I. I O-L M.
104109-APCA	02/28/01	JIM LIBERACKI	$15 30	$15 30	D CT-REIMBURSE/SWEET ROOLS FOR JURY
104110-APCA	02/28/01	JOEL BULLOCK	$183 00	$183 00	CONST#1-REIMBURSE EXPENSES PAID TO PRO TEL.
104111-APCA	02/28/01	JOHN GORMAN TRUSTEE ACCOUNT	$40 00	$40 00	CO BLDGS-FEB'01 JP#3 BLDG RENT
104112-APCA	02/28/01	JOYCE MORRISON	$31 62	$27 63	CO LIB-REIMBURSE/74mi@ 315ea; MT. PLEASANT NETLS MEETING
				$3 99	CO LIB-REIMBURSE/MEAL@HENDERSON WORLSHOP
104113-APCA	02/28/01	JUNE J BARNETT	$90 00	$90 00	CO CT-COURT REPORTING 02/09/01
104114-APCA	02/28/01	KAREN TUCKER	$278 32	$278 32	CO EXT-REIMBURSE/798mi@ 315ea, MEALS 1/01
104115-APCA	02/28/01	KILGORE COLLEGE	$80 00	$80 00	CO S-REGISTRATION/4 STUDENTS 1/15&16/01
104116-APCA	02/28/01	KIM NELSON CSR RPR	$900 00	$900 00	D. CT-COURT REPORTING 02/12-16/01
104117-APCA	02/28/01	LAUREN PARISH	$400 00	$400 00	FEB'01 JUVENILE PROB BD
104118-APCA	02/28/01	LAUREN PARISH	$221 54	$221 54	D CT-REIMBURSE/300mi@. 315ea; MEALS; JUROR EXPENSES
104119-APCA	02/28/01	LAWSON PRODUCTS INC	$357 86	$357 86	PCT#4-ACCT#731127538821/DRILLS; NUTS; CONNECTIONS
104120-APCA	02/28/01	LEANDA KELLAR	$12 25	$12 25	NON DEPT-REIMBURSE/OVERNIGHTED PKG.
104121-APCA	02/28/01	LEXIS LAW PUBLISHING	$58 73	$58 73	LAW LIB-ACCT#1894311/US SUP CT RPT LED 2D VOL 139
104122-APCA	02/28/01	LINDA CARROLL CSR/RPR	$300 00	$300. 00	D CT-COURT REPORTING 2/14 & 2/15/01
104123-APCA	02/28/01	LINEBARGER HEARD GOGGAN BLAI	$12,701 33	$4,396 57	CO TAX-NOV'00 DELINQUENT TAX ATTY FEES
				$4,177 15	CO TAX-DEC'00 DELINQUENT TAX ATTY FEES
				$4,127 61	NON DEPT-JAN'01 DELINQUENT TAX ATTY FEES
104124-APCA	02/28/01	LONGVIEW ASPHALT INC	$2,265 44	$264 21	PCT#2-CUST#221772/GRAVEL(9 97 TON @ $26 50)
				$214 65	PCT#2-CUST#221772/GRAVEL(8 10 TON @ $26 50)
				$203 52	PCT#1-CUST#221771/GRAVEL(7 68 TON @ $26 50)
				$220 75	PCT#2-CUST#221772/GRAVEL(8 33 TIN @ $26 50)
				$1,362 31	PCT#4-CUST#221774/GRAVEL(23 04 TON @ $26 50)

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
104125-APCA	02/28/01	LOUIE ENGLISH	$19 18	$19 18	D CT-REIMBURSE/MEALS@WOOD COUNTY TRIAL
104126-APCA	02/28/01	LYNN PEAVEY COMPANY	$174 45	$174 45	CO S-#756010/HOT SHOP, TAPE; GENETIAN
104127-APCA	02/28/01	MARX HOWELL & ASSOCIATES	$149 00	$149 00	SUP-REGISTRATION/LINDA KELLER
104128-APCA	02/28/01	MED-SHOP TOTAL CARE	$16 50	$16 50	CO JAIL-CATHETERS; TRAYS
104129-APCA	02/28/01	MEDICAL WHOLESALE INC	$235 82	$235 82	CO JAIL-CUST#3047/MEDICAL SUPPLIES
104130-APCA	02/28/01	MELISSA CHEVALIER	$61 74	$61 74	D CLERK-REIMBURSE MILEAGE
104131-APCA	02/28/01	MICHAEL MARTIN ATTY	$350 00	$350 00	D CT-#12,668/DAVID WAYNE WATSON
104132-APCA	02/28/01	MICHAEL W BLAB, MD	$15 60	$15 60	CO JAIL-CHARLES W KUYKENDALL/MEDICAL
104133-APCA	02/28/01	MUSIC MOUNTAIN WATER CO	$41 24	$41 24	D A-ACCT#18928400/JAN 31/01 BILLING
104134-APCA	02/28/01	MYRA HARRIS	$80 42	$80 42	CO TREAS-REIMBURSE/255 3mi@ 315ea(ROCKWALL COUNTY TREAS MEETING)
104135-APCA	02/28/01	NELL MATTHEWS	$19 53	$19 53	CO S-REIMBURSE/TRAVELING EXPENSE
104136-APCA	02/28/01	NETWORK INTERNET SERVICES	$199 95	$199 95	TELE COMM-#978994841/CO LIBRARY 1/8/01-1/7/02
104137-APCA	02/28/01	NEWSOME'S GROCERY	$108 73	$108.73	D A-JIMMY O'QUINN/HOT CK RESTITUTION
104138-APCA	02/28/01	O'REILLY AUTO PARTS	$6 99	$6 99	PCT#4-MASTER CL
104139-APCA	02/28/01	OFFICE & GIFTS CENTER	$14 97	$14 97	SUP-PAPER
104140-APCA	02/28/01	OFFICE DEPOT INC.	$979 98	$979 98	COMPUTER-(2)MICROSOFT OFFICE PROGRAMS FOR SHERIFF
104141-APCA	02/28/01	OFFICEMAX CREDIT PLAN	$201 94	$12 76 $189 18	JP#1-ACCT#6011584200157771/CLIPBOARD; FILE JP#1-ACCT#6011584200157771/OFFICE SUPPLIES
104142-APCA	02/28/01	OLYMPIC WASTE - KILGORE	$1,552 00	$565 00 $987.00	WASTE-ACCT#0700020542/JAN 31/01 BILLING PCT#1-ACCT#0700094774/JAN 31/01 BILLING
104143-APCA	02/28/01	PAUL BANNER	$19 27	$19 27	D CT-MILEAGE/VISITING JUDGE 01/24/01
104144-APCA	02/28/01	PEGGY GILES	$35 49	$35 49	CO LIB-REIMBURSE/100mi@ 315ea, MEAL@NETLS WORKSHOP, HENDERSON
104145-APCA	02/28/01	POSTMASTER	$5 00	$5.00	NON DEPT-DEPOSIT/BOX 730 KEY
104146-APCA	02/28/01	POSTMASTER	$100 00	$100 00	CO TAX-PERMIT#101 PRESORT 5/2000-5/2001
104147-APCA	02/28/01	PRO-MED SYSTEMS	$5,734 33	$5,734 33	D A-CUST#R102700B/MOBILE FIEL SYSTEM

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UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 15 Mar 2001
Approved Disbursements
THE SOFTWARE GROUP, INC — Checking Account(s) APCA FNB INS
Disbursements Made from 02/28/01 thru 03/15/01 — PAGE 9

Check #..	HC Date . .	Vendor	Check Amount	Invoice Amts	Invoice Descriptions. ....
104148-APCA	02/28/01	PROFESSIONAL FOOD SYSTEMS	$1,084 73	$449 87	CO JAIL-CUST#17130/ASSORTED FOODS
				$634 86	CO JAIL-CUST#17130/ASSORTED FOODS
104149-APCA	02/28/01	PROFESSIONAL TECHNICAL ASSIS	$17 00	$17 00	PCT#3-PORTABLE RADIO REPAIR
104150-APCA	02/28/01	PUBLICDATA COM AI	$19 95	$19 95	COMM CT-ACCT#004233441/FEB 16-MAR. 15/01
104151-APCA	02/28/01	PURCHASE POWER	$37 18	$37 18	NON DEPT-ACCT#0095 8232 00 1/LATE FEE
104152-APCA	02/28/01	R&L AUTO GLASS REPAIR	$60 00	$60 00	PCT#4-WINDSHIELD REPAIR
104153-APCA	02/28/01	RECORDED BOOKS INC	$94 20	$94 20	CO LIB-CASSETTE TAPES
104154-APCA	02/28/01	RELIANT ENERGY ARKLA	$5,649 13	$1,382 85	LIB-ACCT#4830428/FEB 09/01 BILLING
				$4,266 28	J CTR-ACCT#4551008/FEB 13/01 BILLING
104155-APCA	02/28/01	RICKY TAFF AIR & HEAT	$55 00	$55 00	PCT#4-REPAIRED HEATING SYSTEM
104156-APCA	02/28/01	RISO INC	$11 30	$11 30	NON DEPT-#6319981/10/06-11/17/00
104157-APCA	02/28/01	ROUTE 66 AUTOMOTIVE	$543 03	$543 03	CONST#2-PARTS; LABOR
104158-APCA	02/28/01	RUSSELL GREEN JR	$97 72	$97 72	COMM CT-&PCT#4-REIMBURSE/CALCULATOR; TAPES; ANS WERING MACHINE
104159-APCA	02/28/01	SABINE VALLEY COUNSELING CEN	$250 00	$250 00	JUV PROB-YOUTH COUNSELING 9/6-11/00
104162-APCA	02/28/01	SANDRA EDWARDS	$497 00	$497 00	JUV PROB-REIMBURSE/1249mi@ 315ea; MELAS 2/01
104163-APCA	02/28/01	SCOTT-MERRIMAN INC	$592 97	$151 40	D CLERK-CUST#UP01/RECORDING PAPER; SHIPPING
				$441 57	CO CLERK-CUST#UP01/CRIM FEE BOOK; SHIPPING
104164-APCA	02/28/01	SHARON WATER SUPPLY CORP	$16 33	$16 33	PCT#4-ACCT#1133/FEB 23/01 BILLING
104165-APCA	02/28/01	SHEPARD'S	$310 16	$310 16	LAW LIB-ACCT#1100082063/FED CASE CIT; SUPREME CT CITATIONS
104166-APCA	02/28/01	SIGN PRO	$105 00	$105 00	CO S-SIGNS
104167-APCA	02/28/01	SIRCHIE FINGERPRINT LAB	$492 15	$492 15	CO S-CUST#0075644/INVESTIGATIVE SUPPLIES
104168-APCA	02/28/01	SOLUTIONS 2000 INC	$195 00	$195 00	SUP-WORKSHOP TRAINING/KRISTIE PHILLIPS@LUBBOCK
104169-APCA	02/28/01	SOUTHERN JEWELRY MANUFACTURI	$367 00	$367 00	CONST#1-BADGES
104170-APCA	02/28/01	SOUTHWESTERN ELECTRIC POWER	$4,781 86	$2,978 46	J CTR-ACCT#716860/FEB 14/01 BILLING
				$134 70	PORTER BLDG-ACCT#556852/FEB 14/01 BILLING
				$572 23	TAX-ACCT#254106958/FEB 14/01 BILLING
				$250 76	911-ACCT#254136955/FEB 14/01 BILLING
				$178 68	REC BLDG-ACCT#133876995/SERV -01/15-02/13/01

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$10 00	CO BLDG-ACCT#3596699/SERV-1/17-2/15/01
				$92 53	CO LIB-ACCT#4036695/SERV-1/17-2/15/01
				$526 99	CO LIB-ACCT#666859/SERV-1/17-2/15/01
				$37 51	ROCK BLDG-#406819/FEB 16'01
104171-APCA	02/28/01	STAR BOOK SALES	$252 12	$252 12	LIBRARY-BOOKS (20)
104172-APCA	02/28/01	STATE COMPTROLLER	$486 88	$486 88	TP-FEES COLLECTED MONTH ENDING 1/31/01
104173-APCA	02/28/01	SYSCO FOOD SYSTEMS INC	$2,064 77	$1,353 68	CO JAIL-CUST#288639/ASSORTED FOODS
				$711 09	CO JAIL-CUST#288639/ASSORTED FOODS
104174-APCA	02/28/01	T & S QUIK LUBE	$107 25	$36 85	CONST#1-THERMOSTAT; GASKET; LABOR
				$70 40	CONST#1-BELT; SENSOR; LABOE
104175-APCA	02/28/01	TAC	$390 00	$195.00	COMM CT-REGIST/TOMMY STANLEY(POST LEGISLATION)
				$195.00	COMM CT-REGIST/RUSSELL GREEN, JR(POST LEGISLATION)
104176-APCA	02/28/01	TAC PROPERTY&CASUALTY	$375 00	$375 00	NON DEPT-NEW EDP EQUIPMENT #3 ADDED
104177-APCA	02/28/01	TELETOUCH CORPORATION	$111 80	$111 80	JUV PROB-ACCT#3062748/BILLING ERROR BALANCE
104178-APCA	02/28/01	TEXACO REFINING &	$237 33	$237 33	CO S-#6103028459/FEB 09/01 BILLING
104179-APCA	02/28/01	TEXAS ASSOCIATION OF COUNTIE	$150 00	$150 00	CO TREAS-CIO 1-01/01-12/31/01/MYRA HARRIS
104180-APCA	02/28/01	TEXAS LAWYER	$129 00	$129 00	D A-ACCT#83669/SUBSCRIPTION RENEWAL
104181-APCA	02/28/01	TEXAS POLICE ASSOCIATION	$139 00	$139 00	CO S-REGISTRATION FEE/LELAND(WAYNE)YOUNG
104182-APCA	02/28/01	TEXAS SCHOOL ASSESSORS ASSOC	$115 00	$115 00	CO TAX-REGISTRATION/MICHEAL L SMITH
104183-APCA	02/28/01	TEXAS WORK FORCE COMMISSION	$25 00	$25 00	SUP-TWC JOB#01-0210
104184-APCA	02/28/01	THE EARTHGRAINS COMPANY	$252 00	$60 00	CO JAIL-CUST#09008071/BREAD
				$90.00	CO JAIL-CUST#09008071/BREAD
				$45 00	CO JAIL-CUST#09008071/BREAD
				$57.00	CO JAIL-CUST#09008071/BREAD
104185-APCA	02/28/01	TINA ANDERS CAMPBELL CSR	$100 00	$100 00	D CT-COURT REPORTER 2/13/01 1/2 DAY
104186-APCA	02/28/01	TJPC	$50 00	$50 00	JUV PROB-REGISTRATION/MELINDA SMITH, 13TH ANNUAL CONFERENCE
104187-APCA	02/28/01	TOP STOP	$44 17	$44 17	D A-ROABLD MVHAM/HOT CK RESTITUTION
104188-APCA	02/28/01	U S FOODSERVICE-DALLAS	$1,260 82	$644 80	CO JAIL-CUST#420711/ASSORTED FOODS
				$627 13	CO JAIL-CUST#420711/ASSORTED FOODS
				$11 11cr	CO JAIL-CUST#420711/SHORTED CONF SUGAR

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UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 15 Mar 2001
Approved Disbursements
Checking Account(s). APCA FNB INS
THE SOFTWARE GROUP, INC — Disbursements Made from 02/28/01 thru 03/15/01 — PAGE 11

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
104189-APCA		02/28/01	UPSHUR COUNTY LITERACY PROGR	$50 00	$50 00	SUP-WRAT TEST 2/12/01
104190-APCA		02/28/01	UPSHUR-RURAL ELECTRIC COOP	$264 75	$187 74 $77 01	PCT#4-#120298591/FEB 15/01 BILLING PCT#2-#4186523&91396012/FEB 21'01
104191-APCA		02/28/01	UT HEALTH CENTER AT TYLER	$62 92	$43 28 $19 64	INDIG-FRED D MOORE INDIG-FRED D. MOORE/MEDICAL
104192-APCA		02/28/01	VERIZON SOUTHWEST	$59 16	$9 42 $49 74	CO S-#1BA-2703/JAN 19'01 TELE COMM-#8437069/FEB 07/01 BILLING
104193-APCA		02/28/01	VISTA BUSINESS MACHINES	$95 15	$14 60 $15 00 $65 55	TAX-JETMAIL LABELS CO CLK-METER TAPE JP#1-CASSETTES; TAPE; SHIPPING
104194-APCA		02/28/01	WAL-MART #146	$36 64	$36 64	D A-KEITH CROWLEY/HOT CK RESTITUTION
104195-APCA		02/28/01	WALMART COMMUNITY BRC	$183 01	$183 01	NON DEPT-BALANCE/TICKET#6367191; 5969235; 17896 80;
104196-APCA		02/28/01	WASHBURN TIRE COMPANY	$859 50	$586 65 $249 85 $23 00	CO S-UNIT#11; #10; PARTS, TIRE, LABOR CO S-UNIT#11/PARTS, TIRES; LABOR CO S-UNIT#15/MISC. LABOR
104197-APCA		02/28/01	WAYNE ALLEN	$88 20	$88 20	JUV PROB-REIMBURSE/280mi@ 315ea 2/01
104198-APCA		02/28/01	WERTS DIESEL SERVICE	$1,970 42	$1,970 42	PCT#2-PARTS, LABOR
104199-APCA		02/28/01	YAZELL CHEVROLET-OLDS INC	$12 50	$12 50	PCT#4-87/FORD TRUCK INSPECTION
104200-APCA	HC	02/28/01	FIRST NATIONAL BANK GILMER	$290,000 00	$290,000 00	CD#33862 PURCHASED@5 30X(168days)TO MATURE 8/15/01
104201-APCA	HC	02/28/01	SAMS CLUB/GECF	$85 00	$85 00	#4909566370847/MEMBERSHIP DUES; ADMIN FEE
104202-APCA	HC	02/28/01	SAM'S CLUB 6422	$184 95	$174 95 $10 00	COMM CT-(2)30x72&30x96 UTILITY TABLES COMM CT-#4909566370847/LATE FEE
104203-APCA	HC	03/01/01	FIRST NATIONAL BANK GILMER	$325,000 00	$325,000 00	CD#34111 PURCHASED@5 35X(197days)TO MATURE 9/14/01
104205-APCA	HC	03/08/01	FIRST NATIONAL BANK GILMER	$250,000 00	$250,000 00	CD#34123 PURCHASED@5.39X(207days)TO MATURE 10/01/01
104404-APCA		03/15/01	UPSHUR COUNTY INSURANCE ACCO	$4,215 13	$4,215 13	CSCD/JUV PROB; CLAIMS, EMP INS COSTS
104405-APCA		03/15/01	NATIONWIDE RETIREMENT	$1,193 18	$1,193 18	ENTITY#52039 PAYROLL DEDUCTIONS
104406-APCA		03/15/01	FIRST NATIONAL BANK GILMER	$27,384 42	$27,384 42	FICA; MEDICARE PAYROLL DEDUCTIONS
104407-APCA		03/15/01	FIRST NATIONAL BANK GILMER	$17,306 30	$17,306 30	WITHHOLDING PAYROLL DEDUCTIONS

Check # ..	HC Date ..	Vendor ..	Check Amount	Invoice Amts	Invoice Descriptions .
104408-APCA	03/15/01	UPSHUR COUNTY IRC/125	$975 00	$975 00	UNREIMBURSED MEDICAL PAYROLL DEDUCTION
104409-APCA	03/15/01	UPSHUR COUNTY IRC/125	$286 48	$286 48	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
104410-APCA	03/15/01	UPSHUR COUNTY IRC/125	$92 15	$92 15	125/AFLAC PAYROLL DEDUCTION
104411-APCA	03/15/01	UPSHUR COUNTY IRC/125	$225 66	$225 66	125/AMERICAN HERITAGE PAYROLL DEDUCTION
104412-APCA	03/15/01	UPSHUR COUNTY IRC/125	$193 79	$193 79	125/TRANSPORT LIFE PAYROLL DEDUCTION
104413-APCA	03/15/01	UPSHUR COUNTY IRC/125	$468 84	$468 84	125/CENTRAL UNITED PAYROLL DEDUCTION
104414-APCA	03/15/01	UPSHUR COUNTY IRC/125	$4,848 86	$4,848 86	125 DEPENDENT INS PREMIUMS/PAYROLL
104415-APCA	03/15/01	INTERNAL REVENUE SERVICE	$1 93	$1 93	LAGR @ 03/295620572(1040A)(LEVY)
104416-APCA	03/15/01	ATTORNEY GENERAL OF TEXAS	$292 50	$292 50	MULTIPLE PAYORS 01/19/01 PAYROLL
104417-APCA	03/15/01	EAST TEXAS PROFESSIONAL	$2,120 50	$2,120 50	ETPCU/PAYROLL SAVINGS PLAN
104418-APCA	03/15/01	FIRST NATIONAL BANK	$642 50	$642 50	FNB/PAYROLL SAVINGS PLAN
104419-APCA	03/15/01	GILMER NATIONAL BANK	$197 50	$197 50	GNB/PAYROLL SAVINGS PLAN
104420-APCA	03/15/01	GILMER SAVINGS BANK	$75 00	$75 00	GSB/PAYROLL SAVINGS PLAN
104421-APCA	03/15/01	UPSHUR COUNTY INSURANCE ACCO	$326 92	$326 92	DEPENDENT INS PREMIUMS/PAYROLL
104422-APCA	03/15/01	RHONDA REED #0009546732	$135 00	$135 00	AG#0009546732, CAUSE#281-93 JOEY A YOUNG
104423-APCA	03/15/01	RUBY COOPER DISTRICT CLERK	$117 50	$117 50	#0008922658/CAUSE#98302DR/HARRY CROCKETT
104424-APCA	03/15/01	OFFICE OF THE ATTY GENERAL	$50 00	$50.00	D LAGRONE AG#4601306341, CAUSE#40979
104425-APCA	03/15/01	KARMEN STEELMAN	$330 13	$330 13	#718-99; 454-33-4972
104426-APCA	03/15/01	RUBY COOPER DISTRICT CLERK	$105 00	$105 00	EARNEST BECK, CAUSE#97-2125DR
104427-APCA	03/15/01	MICHAEL GROSS	$140 00	$140 00	CASE #00-20023
Total for APCA - Accounts Payable Clearing Account			$1,207,668 14		

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UPSHUR COUNTY
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Disbursements Made on 03/15/01

14 Mar 2001
PAGE 1

Check Number	Check Date	Vendor ...	Check Amount.
1580-FNB. 125	03/15/01		$150.00
1581-FNB. 125	03/15/01		$149 20
1582-FNB 125	03/15/01		$41 33
1583-FNB 125	03/15/01		$180 80
1584-FNB 125	03/15/01		$30.00
1585-FNB 125	03/15/01		$82 86
1586-FNB 125	03/15/01		$82.00
1587-FNB 125	03/15/01		$60.00
1588-FNB 125	03/15/01		$8 10
1589-FNB 125	03/15/01		$85.00
1590-FNB 125	03/15/01		$604.41
1591-FNB 125	03/15/01		$77 04
1592-FNB. 125	03/15/01		$44.96
Total:			$1,595 70

125 Unreimbursed Medical Payments

13 records listed.

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 15 Mar 2001

Approved Disbursements

Checking Account(s) APCA FNB INS

THE SOFTWARE GROUP, INC — Disbursements Made from 02/28/01 thru 03/15/01 — PAGE 13

Check #. . .	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
1093-FNB INS	HC 02/28/01	MANAGED PHARMACY BENEFITS IN	$6,184 50	$6,184 50	PAYMENT REGISTER DATED 2/15/01
1094-FNB INS	HC 02/28/01	UPSHUR COUNTY INSURANCE CLEA	$33,396 34	$30,041 20	02/22/01-UP PAYMENT REGISTER
				$3,355 14	02/22/01-UPOS PAYMENT REGISTER
1095-FNB INS	HC 02/28/01	HEALTHFIRST TPA	$22,917 29	$22,917 29	GROUP UPS01 MONTHLY COSTS 3/01
1096-FNB INS	HC 03/02/01	FIRST NATIONAL BANK	$102,000 00	$102,000 00	CD#34113 PURCHASED@5 26%(13days)TO MATURE 3/15/01
Total for FNB INS - INSURANCE			$164,498 13		
Grand Total			$1,372,166 27		

218 records listed

FILED
REX A. SHAW
COUNTY CLERK
01 MAR 15 PM 3:47
UPSHUR COUNTY, TX.
BY _____ DEPUTY

COUNTY JUDGE, CHARLES STILL

COMMISSIONER PCT#3, RICK JACKSON

COMMISSIONER PCT#1, JOE ORMS

COMMISSIONER PCT#4, RUSSELL GREEN

COMMISSIONER PCT#2, TOMMY STANLEY

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