

FILED
ROBIN RODENBERG
COUNTY CLERK

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS 03 JUL 11 PM 3:33
TUESDAY, JULY 15, 2003, 9:00 AM, REGULAR SESSION, UPSHUR COUNTY, TX.
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

BY _____
DEPUTY

AGENDA

1. Consider and take action on approval of:
 - A. Minutes of the previous meeting and workshop held June 30, 2003 at 1:30 p.m.;
 - B. Budget amendments;
 - C. Payroll changes;
 - D. Payroll register;
 - E. Treasurer's monthly report;
 - F. Treasurer's quarterly report;
 - G. Financial statements;
 - H. Accounts payable;
 - I. Applications for use of Upshur County roads and right of way; and
 - J. Accept for recording any and all Bonds, Oaths, Deputations and Certificates.
2. Consider bids on property foreclosed for delinquent taxes and take action.
3. Discuss and take necessary action regarding Sheriff's Office using Pct. 2 barn as vehicle storage facility.
4. Discuss and take necessary action regarding approval of contemporary gospel stage on North side of Courthouse during Yamboree, October 16-18, 2003.
5. Discuss and take necessary action regarding request made by Yamboree Association to use the courthouse 2nd floor lobby for the Queen's Coffee on Thursday morning October 16, 2003.
6. Discuss and take necessary action regarding approval of AGREEMENT FOR DENTAL SERVICES with reference to inmates and detainees in the Upshur County Jail.
7. Discuss and take necessary action regarding approval of election judges and alternate election judges for the term beginning August 1, 2003.
8. Approve the appointment of Barbara "Gay" Wilkins to serve on the Upshur County Child Protective Board.
9. Discuss and take necessary action to appoint an Upshur County citizen to serve a two-year term on the Sabine Valley Board of Trustees.

10. Court will go into EXECUTIVE SESSION as authorized by V.T.C.A. 551.071(1)(A) to discuss County Jail Roof Litigation with Attorney David Griffith.
11. Court will re-convene into open session and take any action necessary regarding County Jail Roof Litigation.
12. Accept for recording the Willeford Estate Phase I plat.
13. Discuss and take necessary action on clay contract between Upshur County and Bill Higginbotham.



Dean Fowler
Upshur County Judge

UPSHUR COUNTY COMMISSIONER'S COURT
JULY 15, 2003

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

1. A. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO APPROVE THE MINUTES OF THE PREVIOUS MEETING DATED JUNE 30, 2003. MOTION CARRIED. COPY ATTACHED.

1. B. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE THE BUDGET AMENDMENTS. MOTION CARRIED. COPY ATTACHED.

1. C. MOTION BY JOEY ORMS SEONDED BY GARY DRENNAN TO ACCEPT THE FOLLOWING PAYROLL CHANGES:

KELVIN PEARSON – BUILDING MAINTENANCE – INTRO. PERIOD
DELLA MILLER – CO. JAIL – PART-TIME JAILER
LINDA RICHARDSON – COUNTY TREASURER'S OFFICE – 6 MONTH INTRO PERIOD COMPLETED

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

1. D. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE THE PAYROLL REGISTER. MOTION CARRIED. COPY ATTACHED.

1. E. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE THE TREASURER'S MONTHLY REPORT. MOTION CARRIED. COPY ATTACHED.

1. F. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO APPROVE THE TEEASURER'S QUARTERLY REPORT. MOTION CARRIED. COPY ATTACHED.

1. H. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO APPROVE ACCOUNTS PAYABLE. MOTION CARRIED. COPY ATTACHED.

1. G. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO APPROVE THE FINANCIAL STATEMENTS FOR MONTH ENDING JUNE 30, 2003. MOTION CARRIED. FINANCIAL STATE MENTS ON FILE IN CLERK'S OFFICE.

1. I. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING:

LETTER AGREEMENT BETWEEN UPSHUR COUNTY AND JERRY LAMB.

NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES BY STROUD PETROLEUM TO GO UNDER SNAPDRAGON ROAD.

LETTER AGREEMENT BETWEEN UPSHUR COUNTY AND BOBBIE LEE FORT.

LETTER AGREEMENT BETWEEN UPSHUR COUNTY AND DUANNE BOYD.

LETTER AGREEMENT BETWEEN UPSHUR COUNTY AND ROY HUTCHINGS.

LETTER AGREEMENT BETWEEN UPSHUR COUNTY AND JAMES HELTON .

LETTER AGREEMENT BETWEEN UPSHUR COUNTY AND PAUL KNIGHT.

LETTER AGREEMENT BETWEEN UPSHUR COUNTY AND JOHN W. GIPSON.

LETTER AGREEMENT BETWEEN UPSHUR COUNTY AND ROY ELLEDGE.

APPLICATION TO FILL ABANDONDED WELL SUBMITTED BY D.L. RAY. THE WELL IS LOCATED ON SEGO LILY ROAD.

APPLICATION TO FILL ABANDONDED WELL SUBMITTED BY D.L. RAY. WELL IS LOCATED ON THYME ROAD.

PERMIT APPLICATION SUBMITTED BY GARY LOWERY TO PLACE A CULVERT WITHIN ROW OF POINSETTA ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY MONNIE WEEMS TO HAUL ON CATCLAW ROAD.

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

1. J. NO ACTION NEEDED ON RECORDING OF BONDS, OATHS AND DEPUTATIONS. NONE WERE SUBMITTED.

2. MOTION BY GARY DRENNAN SECONDED BY BUDDY FERGUSON TO ACCEPT THE BID ON PROPERTY STRUCK OFF FOR TAXES. BID SUBMITTED BY JERRY M. LADEN. PROPERTY IS 5.667 ACRES ON CHEROKEE TRACE. MOTION CARRIED. COPY ATTACHED.

MOTION BY BUDDY FERGUSON SECONDED BY JOEY ORMS TO NOT SALE THE 4.135 ACRES ON VERBENA THAT WAS BIDED AT FOR \$1,000.00. MOTION CARRIED.

MOTION BY GARY DRENNAN SECONDED BY BUDDY FERGUSON TO ACCEPT BID SUBMITTED BY JANIE DARDEN FOR A LOT ON BRADFORD

STREET. LOT IS .172 ACRES IN THE LUMBRERA SURVEY. MOTION CARRIED. COPY ATTACHED.

3. MOTION BY BUDDY FERGUSON SECONDED BY JOEY ORMS TO ALLOW THE SHERIFF'S OFFICE TO USE THE PCT. #2 BARN AS A VEHICLE STORAGE FACILITY FOR IMPOUNDED CARS. MOTION CARRIED.

4. MOTION BY GARY DRENNAN SECONDED BY RICK JACKSON TO APPROVE A CONTEMPORARY GOSPEL STAGE TO BE ON THE NORTH SIDE OF THE COURTHOUSE DURING YAMBOREE. MOTION CARRIED.

5. MOTION BY JOEY ORMS SECONDED BY GARY DRENNAN TO APPROVE THE REQUEST MADE BY THE YAMBOREE ASSOCIATION TO USE THE COURTHOUSE 2ND FLOOR LOBBY FOR THE QUEEN'S COFFEE ON OCTOBER 16, 2003. MOTION CARRIED.

6. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO APPROVE THE CONTRACT WITH DENTRUST DENTAL FOR SERVICES TO INMATES AND DETAINEES IN UPSHUR COUNTY JAIL. MOTION CARRIED. COPY ATTACHED.

7. MOTION BY JOEY ORMS SECONDED BY BUDDY FERGUSON TO APPROVE THE ELECTION JUDGES APPOINTED FOR A PERIOD OF 2 YEARS. MOTION CARRIED. LIST OF ELECTION JUDGES AND ALTERNATE JUDGES ATTACHED.

8. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO ACCEPT THE APPOINTMENT OF BARBARA "GAY" WILKINS TO SERVE ON THE UPSHUR COUNTY CHILD PROTECTIVE BOARD. MOTION CARRIED. COPY OF LETTER FROM UPSHUR COUNTY CHILD PROTECTION BOARD ATTACHED.

9. MOTION BY BUDDY FERGUSON SECONDED BY JOEY ORMS TO APPOINT SHARON PUTMAN TO SERVE A 2 YEAR TERM ON THE SABINE VALLEY BOARD OF TRUSTEES. MOTION CARRIED.

12. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE THE RECORDING OF THE WILLEFORD ESTATE PHASE 1 PLAT. MOTION CARRIED. PLAT ON FILE IN THE COUNTY CLERK'S OFFICE.

13. MOTION BY JOEY ORMS SECONDED BY GARY DRENNAN TO APPROVE THE CLAY CONTRACT BETWEEN THE COUNTY ENGINEER AND BILL HIGGINBOTHAM FOR THE REMOVAL OF CLAY ON MR. HIGGINBOTHAM'S PROPERTY. MOTION CARRIED. COPY OF CONTRACT ATTACHED.

JURY SELECTION PLACED INTO THE MINUTES FOR RECORDING PURPOSES ONLY.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

10. AT 9:35 AM COURT WENT INTO EXECUTIVE SESSION.

11. AT 9:45 COURT RECONVENED INTO OPEN SESSION TO DISCUSS TAKING NECESSARY ACTION REGARDING COUNTY JAIL ROOF LITIGATION. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO ALLOW DAVID GRIFFITH TO CONTINUE TO RECEIVE COLLECTIONS REGARDING ROOF LITIGATION. MOTION CARRIED.

MOTION BY JOEY ORMS SECONDED BY GARY DRENNAN TO ADJOURN. MOTION CARRIED.



JUDGE DEAN FOWLER



COMMISSIONER JOEY ORMS



COMMISSIONER JOE "BUDDY" FERGUSON



COMMISSIONER RICK JACKSON

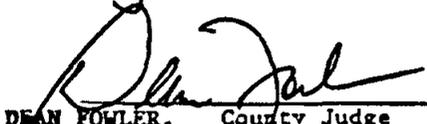


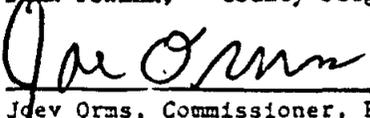
COMMISSIONER GARY DRENNAN

FILED
ROBIN SODENBERG
COUNTY CLERK
03 JUL 31 AM 10:49
UPSHUR COUNTY, TX.
BY _____
DEPUTY

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 15th day of July, 2003


DEAN FOWLER, County Judge


Joey Orms, Commissioner, Pct. 1


JOE FERGUSON Comm. Pct. 2


Rick Jackson, Comm. Pct. 3


GARY DRENNAN Comm. Pct. 4

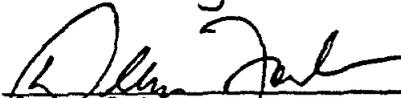
FILED
ROBIN RODENBERG
COUNTY CLERK
03 JUL 15 AM 11:16
UPSHUR COUNTY, TX.
BY _____
DEPUTY

We hereby amend the Upshur County budget for the fiscal year 2003 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Section 111.010.

The 2003 Upshur County budget is hereby so amended and we find and declare that a grave emergency and public necessity exists to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original 2003 budget as adopted.

A copy of this Order is to be filed with the County Clerk and attached to the budget originally adopted for 2003.

Signed on this 15th day of July, 2003.



County Judge



Commissioner Precinct #1



Commissioner Precinct #2



Commissioner Precinct #3



Commissioner Precinct #4

Passed and approved by the Commissioners Court of Upshur County on the 15th day of July, 2003 as the same appears on file in the office of the County Clerk of Upshur County.

<u>FY 2003</u>	<u>July 15, 2003</u>	<u>LINE ITEM TRANSFER BUDGET AMENDMENTS</u>	
<u>FROM</u>			<u>TO</u>
10-406-3010	Emergency Mgmt Office Supplies	\$ 87.01	Commissioners Court 10-401-3010 Office Supplies \$ 87.01
10-403-5400	County Clerk Office Equipmt	\$ 715.00	County Clerk 10-403-3030 Stationery, Forms \$ 715.00
10-409-5100	Non-Departmental Facilities Improvement	\$ 1,785.25	Non-Departmental 10-409-4175 Postmortem \$ 598.00 10-409-4200 Property & Gen Liab \$ 482.75 10-409-4955 Contingency \$ 704.50
10-514-5100	C.J. Annex Facilities Improvement	\$ 6,090.68	Telecommunications 10-410-4330 Local Telephone \$ 5,211.00 10-410-4335 Long Distance \$ 879.68
10-426-4010	County Court Petit Jury	\$ 390.00	County Court 10-426-4015 Sub Court Reporter \$ 675.00 10-426-4110 Senate 7 bill Appts \$ 1,650.00 10-426-4135 Court Costs \$ 700.00
10-514-5100	C. J. Annex Facilities Improvement	\$ 2,635.00	
10-435-4125	115th District Ct Capital Murder Trials	\$ 10,879.78	115th District Ct 10-435-3010 General Office \$ 217.78 10-435-5450 Furniture/fixtures \$ 10,662.00
10-476-4485	DA Investigative Exp	\$ 351.26	DA 10-476-4502 Education Exp \$ 351.26
10-509-5500	9-1-1- Mapping Vehicles	\$ 10,000.00	Elections 10-490-1500 Election Workers \$ 7,390.00 10-490-3010 Office Supplies \$ 150.00 10-490-3040 Materials \$ 6,600.00 10-490-4502 Education Exp \$ 500.00 10-490-5200 Computer Equipmt \$ 360.00
15-611-9000	Road and Bridge Contingency	\$ 5,000.00	
10-499-3030	Tax Assessor/Collector Stationery, etc	\$ 79.99	Tax Assessor/Collector 10-499-3010 Office Supplies \$ 79.99
10-509-3200	9-1-1 Mapping Gasoline	\$ 28.98	9-1-1 Mapping 10-509-3010 Office Supplies \$ 28.98
10-510-3110	County Buildings Uniforms	\$ 20.07	County Buildings 10-510-3380 Misc Exp \$ 236.85 10-510-3390 Tools \$ 132.38 10-510-3400 Lawn/grounds \$ 40.55 10-510-3480 Janitorial Supplies \$ 287.53 10-510-4300 Electricity \$ 1,713.03 10-510-4480 Labor \$ 12.50 10-510-5100 Facilities Improvement \$ 445.90
10-510-3200	Gasoline	\$ 226.78	
10-510-3220	Oil, Grease	\$ 110.30	
10-510-3460	Plumbing	\$ 474.07	
10-510-3470	Electrical	\$ 536.11	
10-510-4310	Water, sewer	\$ 563.39	
10-514-5100	C. J. Annex Facilities Improvement	\$ 938.02	
10-514-5100	C. J. Annex Facilities Improvement	\$ 631.50	C. J. Annex 10-514-3380 Misc Exp \$ 431.50 10-514-4480 Labor \$ 70.00 10-514-4495 Contracted Services \$ 130.00

10-560-4502	County Sheriff Educational Exp	\$ 331.86	County Sheriff 10-560-4480 Labor	\$ 18.90
			10-560-4495 Other Contract Serv	\$ 312.96
10-565-4495	County Jail Contracted Services	\$ 30.42	County Jail 10-565-3010 General Office	\$ 5.42
			10-565-4480 Labor	\$ 25.00
10-580-5800	DPS Radar	\$ 33.79	DPS 10-580-3380 Other Operating	\$ 33.79
10-514-5100	C. J. Annex Facilities Improvement	\$ 2,416.20	Indigent Health 10-642-4802 Prescriptions	\$ 2,098.20
			10-642-4803 Hospital	\$ 318.00
10-514-5100	C. J. Annex Facilities Improvement	\$ 516.56	Waste Disposal 10-685-4495 Contracted Services	\$ 516.56
15-611-3340	Road & Bridge Road Oil	\$ 23,496.70	Road & Bridge 15-611-3300 Culverts	\$ 23,374.00
			15-611-4310 Water, sewer	\$ 83.26
			15-611-4330 Local Telephone	\$ 16.09
			15-611-5450 Furniture/fixtures	\$ 23.35
		\$ 68,368.72		\$ 68,368.72
	Reserves	\$ 28,836.28	Insurance 86-400-2900 Claims	\$ 28,836.28
			86-400-2930 Premiums	\$ -
		\$ 165,573.72		\$ 165,573.72

FILED
ROBIN RODENBERG
COUNTY CLERK
03 JUL 15 AM 11:16
UPSHUR COUNTY, TX.
BY _____
DEPUTY

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 7/14/03 Dept. 510/Bldg. Maint.

Employee Kelvin Pearson

Social Security No. _____ Emp. ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	<u>2,10</u>	
	Rate	<u>\$ 759.635/m</u>	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)		
<input checked="" type="checkbox"/>	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
 ROBIN ROTENBERG
 COUNTY CLERK
 03 JUL 15 AM 11:16
 UPSHUR COUNTY

Comments: 6 month introductory period

Replaces Phillip Henson

Authorized by: Charles Daniels Date: 7-14-03

Approved by: _____ Date: _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 7-12-03 Dept. 565/Co. Jail
 Employee Della Miller
 Social Security No. _____ Emp. ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	#11.74/HR	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

X	Reason	Reason
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
 ROBIN RODENBERG
 COUNTY CLERK
 JUL 15 AM 11:16
 CO. JAIL
 W. VA.

Comments: Part-time Jailer
Melanie Backusville position

Authorized by: Donna Robinson
 Approved by: Donna Robinson Date: 07/11/03

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date July 16, 2003 Dept. 497/C Area
 Employee Linda Richardson
 Social Security No. _____ Emp. ID# 1237

X	CHANGES(S)	FROM	TO
	Grade Step	<u>6, 3</u>	<u>6, 4</u>
	Rate	<u>\$759.63 /m</u>	<u>\$772.50 /m</u>
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED
 ROBIN ROSENBERG
 COUNTY CLERK
 03 JUL 15 AM 11:16

Comments: 6 month introductory period completed.
01-16-03 hire date

Authorized by: _____
 Approved by [Signature] Date: 07-10-03

VOL 60 PO 805

EMPLOYEE ID & NAME	TYPE	PAY COMPONENTS		EMPLOYER - PAID CONTRIBUTIONS			CURR	QTD	YTD
		CURR	YTD	TYPE	TXBL	AMOUNT			
TOTALS -- ALL DEPARTMENTS	411	50.00	650.00	FICA	13521.54	GROSS	225,766.96	228,554.22	2797803.91
Total # of Employees 215	BAIL/H	79.60	736.30	INCLL	4464.88	125AH	148.85	148.85	2030.95
	BALIFF	495.69	6,443.97	INLCO	68.85	125CL	325.13	325.13	3824.91
	CTFEES	0.00	2,673.17	MDCR	3162.28	125CO	5,264.22	5,380.27	63532.91
	CTSECU	50.00	650.00	RET	20466.24	125FC	135.95	135.95	1767.35
	DA/32	0.00	0.00			125NF	502.26	530.76	4386.98
	FLAT	704.98	0.00			125TL	106.33	106.33	2348.09
	H	10,951.18	72,025.61			125UN	1,193.39	1,210.39	12216.65
	JUV	200.00	2,600.00			DEFCD	262.21	262.21	3283.73
	LAWLIB	64.38	836.94			INSPF	285.97	285.97	2648.47
	LONG	1,482.00	18,448.00			RET	15,128.40	15,323.51	191756.74
	PROB	18,900.50	245,706.50			VALIC	220.00	220.00	3197.90
	PROB/H	954.50	13,188.50			NET TXBL	202,478.26	204,910.86	2509457.70
	PROB/O	962.50	12,083.75			FED W/H	16,572.87	16,743.73	219607.48
	SAL	181,793.77	268,161.46			FICA TXBL	218,088.87	220,716.58	2707695.67
	SAL-J	7,136.00	92,768.00			FICA	13,521.54	13,684.45	167878.19
	SAL-M	469.14	6,098.82			MEDICARE	3,162.28	3,200.38	39261.49
	SAL/91	0.00	0.00			EIC	0.00	0.00	0.00
	SIAT	62.50	812.50			1012	88.00	88.00	1144.00
	STATE	1,202.28	14,385.85			1088	97.50	97.50	487.50
	BUYP	208.34	2,708.42			1112	309.94	309.94	4029.22
						1231	300.00	300.00	3900.00
	COMP	0.00	0.00			791	162.50	162.50	2112.50
	HOLIDA	0.00	0.00			878	243.57	243.57	3166.41
	SICK	0.00	-107.19			ALLTEL/PCA	0.00	0.00	0.00
	SICK/H	0.00	56.53			INSAH	9.85	9.85	29.55
	VAC	0.00	-95.98			INSCL	20.60	20.60	658.00
	VAC/H	0.00	154.70			INSCO	687.97	687.97	10827.97
						INSDL	0.00	0.00	0.00
						INSFC	13.20	13.20	171.60
						INSNF	73.95	73.95	221.85
						INSTL	99.58	99.58	1867.04
						IRS	0.00	0.00	0.00
						OTH	424.00	424.00	5386.00
						PETP	1,872.50	1,872.50	27878.62
						PFNB	2,060.00	2,060.00	26355.00
						PQNB	735.00	735.00	9352.50
						PQSB	0.00	0.00	60.00
						SUP10	125.00	125.00	1685.00
						SUPP9	105.00	105.00	1365.00
						TRUSTEE/2	100.00	100.00	1300.00
						NET PAY	161,407.44	163,468.17	1978064.31

FILED
ROBIN ROSENBERG
COUNTY CLERK
03 JUL 15 PM 11:16
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Check number 13298-PCA - 13421-PCA
Direct Deposit Check number 129761000-PCA - 129761090PCA

CHECK #...	CHECK DATE	VENDOR NAME	AMOUNT
122549-APC	07/15/03	UPSHUR COUNTY INSURANCE ACCOUNT	4,533.73
122550-APC	07/15/03	NATIONWIDE RETIREMENT	262.21
122551-APC	07/15/03	FIRST NATIONAL BANK GILMER	33,344.00
122552-APC	07/15/03	FIRST NATIONAL BANK GILMER	16,572.87
122553-APC	07/15/03	HEALTHFIRST TPA	1,195.35
122554-APC	07/15/03	UPSHUR COUNTY IRC/125	502.26
122555-APC	07/15/03	UPSHUR COUNTY IRC/125	135.95
122556-APC	07/15/03	UPSHUR COUNTY IRC/125	148.85
122557-APC	07/15/03	UPSHUR COUNTY IRC/125	106.33
122558-APC	07/15/03	UPSHUR COUNTY IRC/125	325.13
122559-APC	07/15/03	UPSHUR COUNTY IRC/125	5,264.22
122560-APC	07/15/03	ATTORNEY GENERAL OF TEXAS	424.00
122561-APC	07/15/03	EAST TEXAS PROFESSIONAL	1,872.50
122562-APC	07/15/03	FIRST NATIONAL BANK	2,060.00
122563-APC	07/15/03	GILMER NATIONAL BANK	735.00
122564-APC	07/15/03	UPSHUR COUNTY INSURANCE ACCOUNT	687.97
122565-APC	07/15/03	OFFICE OF THE ATTORNEY GENERAL	125.00
122566-APC	07/15/03	TXCSDU	243.57
122567-APC	07/15/03	TXCSDU	162.50
122568-APC	07/15/03	TXCSDU	307.94
122569-APC	07/15/03	TXCSDU	88.00
122570-APC	07/15/03	GREGG COUNTY DISTRICT CLERK	300.00
122571-APC	07/15/03	BECKY GARRETT	97.50
122572-APC	07/15/03	SHARON KEMP #0539655371	105.00
122573-APC	07/15/03	MICHAEL GROSS	100.00
122574-APC	07/15/03	VALIC	220.00
Total for All Payments -			69,921.88
122715-PCA	07/15/03	FIRST NATIONAL BANK GILMER	23.64
Total for All Payments			69,945.52

Dean Fowler
COUNTY JUDGE, DEAN FOWLER

Joe Orms
COMMISSIONER PCT#1, JOE ORMS

Joe E. Ferguson
COMMISSIONER PCT#2, JOE E. FERGUSON

Rick Jackson
COMMISSIONER PCT#3, RICK JACKSON

Gary Drennan
COMMISSIONER PCT#4, GARY DRENNAN

FILED
ROBIN RODENBERG
COUNTY CLERK

03 JUL 15 PM 11:16
UPSHUR COUNTY, TX.

BY _____
DEPUTY

VOL. 64 PG. 806

VOL 64 PG 807

TREASURER'S MONTHLY REPORT

By Myra Harris, County Treasurer
June 1 thru June 30, 2003

	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Acct	\$ 7,233,535.41	\$ 547,505.80	\$ 682,195.30		\$ 340,035.11	\$ 6,758,810.80	\$ 1,405,000.00	\$ 1,005,000.00	\$ 26,770.72	\$ 6,732,040.08	\$ 6,758,810.80
Insurance Acct	\$ 25,398.59	\$ 37,420.16	\$ 175,541.88	\$ 114,037.98		\$ 1,315.03			\$ 1,315.03		\$ 1,315.03
IRC125 Acct	\$ 1,000.00	\$ 12,638.03	\$ 12,638.03			\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Ins. Clearing	\$ 111,841.41	\$ 289,511.80	\$ 205,285.66		\$ 85,637.96	\$ 10,429.59	\$ -	\$ -	\$ 10,429.59	\$ -	\$ 10,429.59
Payroll Clearing	\$ 1,000.00	\$ -	\$ 311,635.11	\$ 311,635.11		\$ 1,000.00			\$ 1,000.00		\$ 1,000.00
Disaster Grant	\$ 0.00	\$ 21,272.25	\$ 21,272.25			\$ 0.00			\$ 0.00		\$ 0.00
Totals	\$ 7,272,775.41	\$ 908,348.04	\$ 1,408,568.03	\$ 425,673.07	\$ 425,673.07	\$ 6,772,555.42	\$ 1,405,000.00	\$ 1,005,000.00	\$ 40,515.34	\$ 6,732,040.08	\$ 6,772,555.42

INDEBTEDNESS

1997 Certificate of Obligations \$ 2,940,000.00
 Bank Property (Reissued @4.5147%) GNB \$ 60,419.95
 Upshur County R&B/Reclaimer \$ 131,590.36

TOTAL INDEBTEDNESS \$3,132,010.31

Payments made on Reclaimer debt shared by Road & Bridge Pct. 1 & 3.
 Balance due combined under Upshur County Road & Bndge Dept.
 (5/30/03)

Investment Register on back

The above information is found to be true and correct.

Dean Fowler
 County Judge, Dean Fowler

Joey Orms
 Commissioner, Pct. #1, Joey Orms

Joe E. Ferguson
 Commissioner, Pct. #2, Joe E. Ferguson

Myra Harris
 Myra Harris, County Treasurer

Rick Jackson
 Commissioner, Pct. #3, Rick Jackson

Gary Drennan
 Commissioner, Pct. #4, Gary Drennan

Submitted under the provision of the Local Government Code Section 114.026

FILED
 ROBIN RODENBERG
 COUNTY CLERK
 03 JUL 15 AM 11:16
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

UPSHUR COUNTY INVESTMENT ACTIVITY FOR JUNE, 2003

CD#	ACCOUNT	AMOUNT	PURCHASED	%RATE	MATURITY	DAYS	EARNED INTEREST
						12 months	\$2,748 54
35075	Tobacco	\$719,151 85	7-Oct-02	4.50	7-Oct-03		
35108	Available School	\$30,684 93	22-Nov-02	4 25	15-Oct-03	327	\$110.76
35258	Operating	\$200,000 00	10-Dec-02	4 25	27-Jun-03	199	\$1,117.81
35282	Operating	\$250,000.00	27-Dec-02	4 25	30-Jun-03	185	\$989 73
35138	Operating	\$200,000 00	10-Jan-03	4 25	15-Jul-03	186	\$721 92
35139	Operating	\$300,000 00	10-Jan-03	4 25	31-Jul-03	202	\$1,082 88
35298	Operating	\$450,000 00	27-Jan-03	4 25	29-Aug-03	214	\$1,624 32
35164	Operating	\$350,000.00	30-Jan-03	4 15	16-Jun-03	137	\$1,830.55
35165	Operating	\$400,000 00	30-Jan-03	4 25	15-Aug-03	197	\$1,443 84
35166	Operating	\$500,000 00	30-Jan-03	4 25	30-Sep-03	243	\$1,804 79
35302	Operating	\$500,000.00	31-Jan-03	4.25	15-Sep-03	227	\$1,804 79
35463	Operating	\$200,000 00	30-May-03	1 63	16-Jun-03	17	\$151 84
35464	Operating	\$200,000 00	30-May-03	1.73	15-Jul-03	46	\$0 00
35465	Operating	\$500,000 00	30-May-03	1 93	15-Oct-03	138	\$819.59
35466	Operating	\$500,000 00	30-May-03	1.93	31-Oct-03	154	\$819 59
35467	Operating	\$500,000 00	30-May-03	1 98	26-Nov-03	180	\$786 58
35468	Permanent School	\$1,134,499 36	30-May-03	1.98	26-Nov-03	180	\$1,907.82
35469	Available School	\$195,306 81	30-May-03	1 93	15-Oct-03	138	\$320.14
35490	Operating	\$105,000.00	3-Jun-03	1 64	16-Jun-03	13	\$61.33
35493	Operating	\$300,000 00	10-Jun-03	1 94	14-Nov-03	157	\$0 00
35563	Operating	\$300,000 00	18-Jun-03	1.40	30-Jun-03	12	\$138 08
35572	Operating	\$300,000.00	30-Jun-03	1.49	31-Jul-03	31	\$0 00
TOTALS		\$8,134,642 95					\$20,284.90

VOL 64 PG 88

FILED
 ROBIN ROSENBERG
 COUNTY CLERK
 03 JUL 15 AM 11:16
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

VOL 64 PG 809

TREASURER'S QUARTERLY REPORT

By Myra Harris, County Treasurer

Apr 1 thru Jun 30, 2003

	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Demand	Investments	Total
Operating Account	\$ 7,777,276.77	\$ 1,904,602.22	\$ 1,959,697.78		\$ 963,370.43	\$ 6,758,810.80	\$ 28,770.72	\$ 3,732,040.08	\$ 6,758,810.80
Insurance Acct.	\$ 192,578.33	\$ 226,216.18	\$ 531,517.44	\$ 114,037.98		\$ 1,315.03	\$ 1,315.03		\$ 1,315.03
IRC/125 Account	\$ -	\$ 36,161.94	\$ 36,161.94	\$ 1,000.00		\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00
Insurance Clearing	\$22,204.80	\$ 756,408.03	\$ 682,545.28		\$ 85,637.98	\$10,429.59	\$10,429.59	\$ -	\$10,429.59
Payroll Clearing	\$0.00		\$ 932,970.43	\$ 933,970.43		\$1,000.00	\$1,000.00	\$ -	\$1,000.00
Disaster Relief	\$0.00	\$21,272.25	\$21,272.25			\$0.00	\$0.00		\$0.00
Totals	\$ 7,992,059.90	\$ 2,944,660.82	\$ 4,164,165.10	\$ 1,049,008.39	\$ 1,049,008.39	\$ 6,772,555.42	\$ 40,515.34	\$ 3,732,040.08	\$ 6,772,555.42

FILED
 ROBIN RODENBERG
 COUNTY CLERK
 03 JUL 15 AM 11:16
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

LIST OF INDEBTEDNESS

1997 Certificates of Obligation	\$ 2,940,000.00
Bank Property (reissued @4.5147%) GNB	\$ 60,419.95
Upshur County Road&Bndge/Reclaimer	\$ 131,590.36
TOTAL INDEBTEDNESS	\$ 3,132,010.31

(Securities Cont)

LIST OF SECURITIES

Permanent School	CD#35488	\$ 1,134,499.38	1.98%	11/26/03
Tobacco	CD#35075	\$ 719,151.85	4.50%	10/7/03
Available School	CD#35469	\$ 195,306.81	1.93%	10/15/03
Available School	CD#35108	\$ 30,684.93	4.25%	10/15/03
Operating	CD#35490	\$ 105,000.00	1.64%	6/16/03
Operating	CD#35493	\$ 300,000.00	1.94%	11/14/03
Operating	CD#35563	\$ 300,000.00	1.49%	6/30/03

Operating Account	CD#35138	\$ 200,000.00	4.25%	7/15/03
Operating Account	CD#35139	\$ 300,000.00	4.25%	7/31/03
Operating Account	CD#35164	\$ 350,000.00	4.15%	6/16/03
Operating Account	CD#35165	\$ 400,000.00	4.25%	8/15/03
Operating Account	CD#35166	\$ 500,000.00	4.25%	9/30/03
Operating Account	CD#35258	\$ 200,000.00	4.25%	6/27/03
Operating Account	CD#35282	\$ 250,000.00	4.25%	6/30/03
Operating Account	CD#35298	\$ 450,000.00	4.25%	8/29/03
Operating Account	CD#35302	\$ 500,000.00	4.25%	9/15/03
Operating Account	CD#35463	\$ 500,000.00	1.63%	6/16/03
Operating Account	CD#35464	\$ 200,000.00	1.73%	7/15/03
Operating Account	CD#35465	\$ 500,000.00	1.93%	10/15/03
Operating Account	CD#35466	\$ 500,000.00	1.93%	10/31/03
Operating Account	CD#35467	\$ 500,000.00	1.98%	11/26/03
Operating Account	CD#35572	\$ 300,000.00	1.49%	7/31/03
TOTAL SECURITIES		\$ 8,134,642.95		

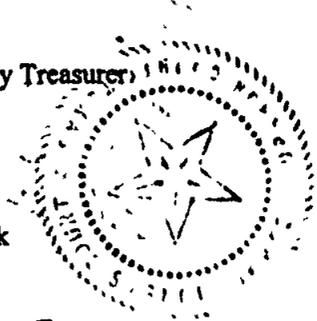
THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared MYRA HARRIS, County Treasurer of Upshur County, who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct.

Myra Harris, County Treasurer

SWORN TO AND SUBSCRIBED before me this 15th day of July, 2003.

Robin Rodenberg, Clerk
County Court, Upshur County, Texas



BEFORE ME, ROBIN RODENBERG, County Clerk, Upshur County, Texas, on this day personally appeared DEAN FOWLER, County Judge; JOE ORMS, Commissioner Precinct No. 1; JOE E. FERGUSON, Commissioner Precinct No. 2; RICK JACKSON, Commissioner Precinct No. 3; and GARY DRENNAN, Commissioner Precinct No. 4, who, after being duly sworn by me under their oath, said they have examined the foregoing County Treasurer's Report of Upshur County, Texas, and find the same to be correct to the best of their knowledge and belief.

Dean Fowler
County Judge

Rick Jackson
Commissioner, Precinct No. 3

Joe Orms
Commissioner, Precinct No. 1

Gary Drennan
Commissioner, Precinct No. 4

Joe Ferguson
Commissioner, Precinct No. 2



SUBSCRIBED AND SWORN TO Before me, this 15th day of July, A.D. 2003.

Robin Rodenberg
County Clerk, Upshur County, Texas

Submitted under the provision of the Local Government Code Section 114.026.

FILED
ROBIN RODENBERG
COUNTY CLERK
03 JUL 15 AM 11:16
UPSUR COUNTY, TX.
BY _____
DEPUTY

vol. 64 pg 811

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
122349-APCA	06/30/03	UPSHUR COUNTY INSURANCE ACCO	\$4,164.13	\$4,164.13	CSCD-INS CLAIMS, EMP. INS. COSTS
122350-APCA	06/30/03	NATIONWIDE RETIREMENT	\$262.21	\$262.21	ENTITY#32039 PAYROLL DEDUCTIONS
122351-APCA	06/30/03	FIRST NATIONAL BANK GILMER	\$32,425.98	\$32,425.98	FICA/MEDICARE PAYROLL DEDUCTIONS
122352-APCA	06/30/03	FIRST NATIONAL BANK GILMER	\$15,876.79	\$15,876.79	WITHHOLDING PAYROLL DEDUCTIONS
122353-APCA	06/30/03	HEALTHFIRST TPA	\$1,195.35	\$1,195.35	125/HEALTHCARE REIMBURSEMENT
122354-APCA	06/30/03	UPSHUR COUNTY IRC/125	\$502.26	\$502.26	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
122355-APCA	06/30/03	UPSHUR COUNTY IRC/125	\$135.95	\$135.95	125/AFLAC PAYROLL DEDUCTION
122356-APCA	06/30/03	UPSHUR COUNTY IRC/125	\$148.85	\$148.85	125/AMERICAN HERITAGE PAYROLL DEDUCTION
122357-APCA	06/30/03	UPSHUR COUNTY IRC/125	\$106.33	\$106.33	125/TRANSPORT LIFE PAYROLL DEDUCTION
122358-APCA	06/30/03	UPSHUR COUNTY IRC/125	\$325.13	\$325.13	125/CENTRAL UNITED PAYROLL DEDUCTION
122359-APCA	06/30/03	UPSHUR COUNTY IRC/125	\$5,132.84	\$5,132.84	125 DEPENDENT INS. PREMIUMS/PAYROLL
122361-APCA	06/30/03	ATTORNEY GENERAL OF TEXAS	\$424.00	\$424.00	MULTIPLE PAYORS
122362-APCA	06/30/03	EAST TEXAS PROFESSIONAL	\$1,872.50	\$1,872.50	ETPCU/PAYROLL SAVINGS PLAN
122363-APCA	06/30/03	FIRST NATIONAL BANK	\$2,110.00	\$2,110.00	FNB/PAYROLL SAVINGS PLAN
122364-APCA	06/30/03	GILMER NATIONAL BANK	\$735.00	\$735.00	GNB/PAYROLL SAVINGS PLAN
122365-APCA	06/30/03	POLICE AND FIREMEN'S INS ASS	\$571.75	\$571.75	#0004212440-2 UP CO. SHERIFF DEPT
122366-APCA	06/30/03	UPSHUR COUNTY INSURANCE ACCO	\$784.79	\$784.79	DEPENDENT INS. PREMIUMS/PAYROLL
122367-APCA	06/30/03	OFFICE OF THE ATTORNEY GENER	\$125.00	\$125.00	JOEY YOUNG
122368-APCA	06/30/03	TXCSDU	\$243.57	\$243.57	N005932975
122369-APCA	06/30/03	TXCSDU	\$162.50	\$162.50	N005932884
122370-APCA	06/30/03	TXCSDU	\$309.94	\$309.94	N005932936
122371-APCA	06/30/03	TXCSDU	\$88.00	\$88.00	N005932949
122372-APCA	06/30/03	GREGG COUNTY DISTRICT CLERK	\$300.00	\$300.00	\$96-291-DR/ 451-96-7891
122373-APCA	06/30/03	BECKY GARRETT	\$97.50	\$97.50	CAUSE#150-92
122374-APCA	06/30/03	SHARON KEMP #0539655371	\$105.00	\$105.00	EARL BECK
122375-APCA	06/30/03	TEXAS COUNTY & DISTRICT RETI	\$69,563.06	\$69,563.06	UNIT#329 MONTHLY REPORT

FILED
ROBIN ROSENBERG
COUNTY CLERK
03 JUL 15 AM 11:16
UPSHUR COUNTY, TX.
BY _____
DEPUTY

Check #....	HC Date.	Vendor	Check Amount.	Invoice Amt.	Invoice Descriptions.
122376-APCA	06/30/03	MICHAEL GROSS	\$100.00	\$100.00	CASE#01-62328 KAREN HUGHES
122377-APCA	06/30/03	VALIC	\$220.00	\$220.00	PAYROLL DEDUCTIONS
122378-APCA	06/30/03	ACCU CHEM LABORATORIES	\$235.00	\$235.00	CCP-INV# 'S519575, 519080, 518550, 518574/MEDICAL
122379-APCA	06/30/03	ACCURINT	\$12.70	\$12.70	CO. S-ACCT#1066590/MAY '03
122380-APCA	06/30/03	ACB	\$9,160.72	\$9,160.72	CO. CLK-#171816/PRINTS/INDEXING/ FREIGHT
122381-APCA	06/30/03	AUT SECURITY SERVICEES	\$61.98	\$30.99 \$30.99	JP#3-#01200154303848/SERV--7/01-7/31/03 JP#3-#01200154304622/SERV-7/01-7/31/03
122382-APCA	06/30/03	AFLAC	\$298.30	\$298.30	ACCT#85217/JUNE '03 PAYROLL DEDUCTIONS
122383-APCA	06/30/03	ALBRIGHTS GARAGE	\$110.00	\$110.00	R&B-REPLACE CATALITIC CONVERTER
122384-APCA	06/30/03	ALDREDGES CLEANERS	\$6.00	\$6.00	CO. S-CALEB STRACENER/2 PATCHES
122385-APCA	06/30/03	ALLTEL	\$329.90	\$320.78 \$1.32 \$7.53 \$0.27	TELE COMM-#010089280123/JUNE 20/03 BILLING JP#1-#010548693123/JUNE 20/03 BILLING R&B-#010167349/#762-6731 06/20/03 R&B-#010167344/#734-5822 06/20/03
122386-APCA	06/30/03	ALLTEL	\$435.43	\$134.81 \$38.16 \$148.83 \$103.59 \$10.06	DA-790-0756/#0M02648/JUNE 10'03 BILLING JP#4-790-7342/#GH00999/JUNE 10'03 BILLING TELE COMM-#GM27C9B/JUNE 10/03 BILLING SUP&CCP-#GM00318/797-1198/JUNE 10'03 BILLING CO. BLDG-#LT3822V 06/20/03
122387-APCA	06/30/03	AMERICAN ELECTRIC POWER	\$7,088.06	\$114.77 \$59.91 \$331.93 \$592.63 \$5,292.18 \$9.70 \$37.21 \$649.73	PORTER BLDG-#96787336203/JUNE 10/03 BILLING CD BLDG-#96698836200/JUNE 10/03 BILLING 911-#96318336201/JUNE 10/03 BILLING TAX-#96508836200/JUNE 10/03 BILLING J CTR-#96612436202/JUNE 10/03 BILLING CO BLDG-#96951098308/JUNE 16/03 BILLING RDCK. BLDG-#96924788308/JUNE 12/03 BILLING CO. LIB-#96918788306/JUNE 12/03 BILLING
122388-APCA	06/30/03	AMERICAN HERITAGE LIFE INSUR	\$317.38	\$317.38	CASE#47939 06/30/03 PAYROLL DEDUCTIONS
122389-APCA	06/30/03	ANTHONY TAYLOR	\$7.88	\$7.88	CO. S-REIMBURSE MEAL/TRANSPORT
122390-APCA	06/30/03	ARCH WIRELESS	\$23.86	\$23.86	JP#4-#24157042/6/01/03 BILLING
122391-APCA	06/30/03	ARNOLD GRIMES	\$410.00	\$410.00	JULY '03 JP#1 BLDG. LEASE
122392-APCA	06/30/03	ARTHUR L. FORT	\$112.50	\$112.50	CO. S-3 BADGES
122393-APCA	06/30/03	AT&T	\$43.20	\$21.82 \$21.38	TELE. COM-#0552448297001/#843-7069 TELE. COMM-#0573393724001 06/19/03 BILLING

Vol. 144 Pg 812

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

Disbursements Made from 06/30/03 thru 07/14/03

THE SOFTWARE GROUP, INC.

VOL 64 PG 813

Check #...	HC Date	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions.....
122395-APCA	06/30/03	BAKER & TAYLOR INC	\$411.95	\$411.95	CD LIB-BOOKS (39)
122396-APCA	06/30/03	HARRY CLARK WALLACE P C	\$350.00	\$350.00	CD CT-#26, 411/SHANNON, LEWIS
122397-APCA	06/30/03	BEN E KEITH FOODS	\$10,486.38	\$4,008.03 \$2,928.79 \$3,671.88 \$32.53cr \$89.79cr	CD JAIL-#352156/ASSORTED FOODS CD JAIL-#352156/ASSORTED FOODS CD JAIL-#352156/ASSORTED FOODS CD JAIL-#352156/CREDIT ON FOOD CD JAIL-#352156/CREDIT ON FOOD
122398-APCA	06/30/03	HOB BARKER CO. INC.	\$357.62	\$357.62	CD JAIL-#UPSTXO/DISHES; SHOES; RAZORS; TOOTHBRUS HES
122399-APCA	06/30/03	HRYAN & BRYAN	\$37,917.60	\$9,324.00 \$9,324.00 \$9,324.00 \$9,324.00 \$621.60	R&B-ROAD OIL R&B-ROAD OIL R&B-ROAD OIL R&B-ROAD OIL R&B-ROAD OIL
122400-APCA	06/30/03	HUCK HEAD CHEMICAL CO.	\$263.98	\$263.98	CD BLDGS-DEAD END/12 BOTTLES; FREIGHT
122401-APCA	06/30/03	CALCO INCORPORATED	\$468.98	\$468.98	R&B-FLANGE; FREIGHT
122402-APCA	06/30/03	CARD SERVICE CENTER	\$147.37	\$147.37	DA-#4388153460004303/JUNE 12'03 BILLING
122403-APCA	06/30/03	CARD SERVICE CENTER	\$264.84	\$95.90 \$73.50 \$8.39 \$9.95 \$5.40 \$23.90 \$47.80	SUP-#4388153460017313/JUNE 2'03 BILLING/AOL; BUS TICKET CCP-#4388153460010045/JUNE 2'03 BILLING/GASOLINE CCP-#4388153460010300/JUNE 10'03 BILLING SUP-#4388153460017396/JUNE 10'03 BILLING SUP-#4388153460017321/JUNE 10'03 BILLING SUP-#4388153460017388/JUNE 10'03 BILLING/AOL SUP-#4388153460017412/JUNE 10'03 BILLING/AOL 2 MONTHS
122404-APCA	06/30/03	CENTER FOR SAFE COMMUNITIES	\$150.00	\$150.00	JUV PROB-REGISTRATION FEE/BRIAN DANIELS
122405-APCA	06/30/03	CENTERPOINT ENERGY	\$1,828.10	\$1,685.96 \$48.93 \$16.28 \$52.28 \$24.65	J CTR-#20812336091/SERV-5/12-6/09/03 CD BLDGS-#21019295091/SERV-5/12-6/13/03 CD LIB-#21126364081/-5/15-6/11/03 CD TAX-#21417012071 05/15/03 TO 06/16/03 PORTER BLDG-#21417018011 05/15/03 TO 06/16/03
122406-APCA	06/30/03	CENTRAL UNITED LIFE INSURANC	\$689.83	\$689.83	GROUP#4269 JUNE '03 PAYROLL DEDUCTIONS
122407-APCA	06/30/03	CHARLES DANIELS	\$30.00	\$30.00	CD BLDGS-REIMBURSE SAM'S CLUB MEMBERSHIP
122408-APCA	06/30/03	CHEVRON	\$152.84	\$152.84	DA-CRYSTAL POWELL/HOT CHECK RESTITUTION
122409-APCA	06/30/03	CHRISTINA W WALLACE CSP	\$450.00	\$450.00	D CT-2 DAYS @ \$225.00/COURT REPORTING

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

15 Jul 2003

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 06/30/03 thru 07/14/03

PAGE 14

Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
122410-APCA	06/30/03	CITY OF GILMER	\$625.00	\$625.00	DA-ANTHONY JACKSON/HOT CHECK RESTITUTION
122411-APCA	06/30/03	CITY OF GILMER	\$2,947.69	\$38.50 \$1,926.50 \$19.00 \$206.70 \$5.50 \$747.49	TAX-#1215100000/SERV-5/06-6/05/03 J. CTR-#0106750000/SERV-5/06-6/05/03 PORTER BLDG-#1217100000/-5/06-6/05/03 911-#0107605000/SEFV-5/06-6/05/03 CO. BLDG-#1222900000/-5/06-6/05/03 CO. BLDG-#1327400000/SERFV-5/07-6/06/03
122412-APCA	06/30/03	CHRS-FP	\$5,000.00	\$5,000.00	NON. DEPT-POSTAGE FOR METERS
122413-APCA	06/30/03	CRNSECO HEALTH INSURANCE CO	\$388.10	\$388.10	GROUP #46512/JUNE 2003 PAYROLL DEDUCTIONS
122414-APCA	06/30/03	CRNSECO SENIOR HEALTH INSURA	\$23.70	\$23.70	GROUP K44/JUNE 2003 PAYROLL DEDUCTIONS
122415-APCA	06/30/03	COWBOY'S CAFE	\$92.05	\$46.43 \$45.62	DA-SHONDA MCMURRY/HOT CHECK RESTITUTION DA-CYNTHIA PILKINGTON/HOT CHECK RESTITUTION
122416-APCA	06/30/03	CUSTOM COMMODITIES	\$145.00	\$12.50 \$120.00 \$12.50	R&B-INSP STICKER R&B-REC#3562&3563/UNIT 5682 INSPECTION R&B-INSPECTION STICKER
122417-APCA	06/30/03	DALLAS COUNTY TREASURER	\$4,186.00	\$1,686.00 \$2,500.00	D A-#1564/RICKY NOBLE(FORENSICS) NON-DEPT -D HUFFINES, MALDONADO/MAY 30'03 AUTOPSY
122418-APCA	06/30/03	DAVID W. BULLER M D.	\$1,000.00	\$1,000.00	JUNE '03 CONTRACTED MEDICAL SERVICES
122419-APCA	06/30/03	DAVIS ROOFING	\$8,700.00	\$8,700.00	J. CTR-MATERIAL&LABOR/JAIL ROOF
122420-APCA	06/30/03	DEANNA DRENNAN	\$75.00	\$75.00	D. A-JOSE MARTINEZ/PREPARATION COST
122421-APCA	06/30/03	DEBERRY BUTANE & GAS	\$107.50	\$107.50	DA-BRUCE JEFFERY/HOT CHECK RESTITUTION
122422-APCA	06/30/03	DELL MARKETING L.P	\$1,096.00	\$1,096.00	CO. AUD-#002432571/DELL PC
122423-APCA	06/30/03	DIANA WATER CORP	\$102.85	\$102.85	DA-DAVID GUIDROZ/HOT CHECK RESTITUTION
122424-APCA	06/30/03	DOON JARVIS	\$162.14	\$162.14	D. CT-EXPENSES/3/10/03
122425-APCA	06/30/03	DOOR CONTROL SERVICES INC.	\$213.75	\$213.75	CO. BLDGS-LABOR ON HANDICAPPED DOOR
122426-APCA	06/30/03	OWIGHT A. BRANNON	\$1,200.00	\$500.00 \$330.00 \$350.00	CO CT-#26,778/TORCHIE PEPPERS CO CT-#27,884/COLLEEN CONNIE PROKOP CO. CT-#28,065/JAMES SCHUMANN
122427-APCA	06/30/03	EAST TEXAS MEDICAL	\$1,844.85	\$543.90 \$309.75 \$977.10	CO JAIL-MICHAEL RALSTON/MAY 21'03 MEDICAL SERVICE CO JAIL-EARLINE DODDY/MAY 9'03 MEDICAL SERVICE CO. JAIL-JAMES RUSSELL/JUNE 02'03 MEDICAL

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				\$114 10	SERVICE CO JAIL-MARK FULGHAM/JUNE 6'03 MEDICAL SERVICE
122428-APCA	06/30/03	EAST TEXAS REFRIGERATION INC	\$140 00	\$140.00	J CTR-#6197/LABOR
122429-APCA	06/30/03	ECONOMY AUTO SUPPLY INC.	\$17 98	\$16.78 \$1.20	R&B-FUEL FILTER R&B-TRANS FLUID FOR VAN
122430-APCA	06/30/03	EDWARDS CONSTRUCTION CO	\$1,050 00	\$1,050 00	J CTR-PUMPED GREASE TRAP WASTE
122431-APCA	06/30/03	ELEVATOR INSPECTION OF TEXAS	\$215 00	\$215 00	CO. BLDG-ANNUAL STATE ELEVATOR & CHAIRLIFT INSPECTION 6/11/03
122432-APCA	06/30/03	ETEX TELEPHONE COOP. INC.	\$38 07	\$38 07	R&B-#7345822/JUNE 01/03 BILLING
122433-APCA	06/30/03	ETMC PHYSICIANS CLINIC	\$35 00	\$35 00	CO. JAIL-JAMES P RUSSELL/MEDICAL
122434-APCA	06/30/03	FFDEX	\$109 59	\$89 56 \$20 03	CO S-#171613256/MAY 15/03 BILLING D A-#227516917/SHIPMENT FROM HUNTSVILLE
122435-APCA	06/30/03	FELICIA COLQUITT	\$6 93	\$6 93	D A-REIMBURSE MILEAGE
122436-APCA	06/30/03	FUTURE EQUIPMENT CO INC	\$397 20	\$397 20	R&B-#3UCPO04/DOC#L29635/WASHERS; BUSHINGS; BLADES; NUTS
122437-APCA	06/30/03	GALE GROUP	\$99 68	\$99.68	CO. LIB-#165349/L0 PRINT BOOKS(4)
122438-APCA	06/30/03	GARY'S REPAIR SHOP	\$74 14	\$74 14	CCP-INV#5301&2/SHARPEN 3 BLADES; 2 BLADES
122439-APCA	06/30/03	GATEWAY BUSINESS	\$1,337 99	\$1,337.99	COM-LAPTOP-DEA AGENT. 80
122440-APCA	06/30/03	GEORGE P BANE INC.	\$532 34	\$423 88 \$108 46	R&B-GUAGE; SEAL; LIFT CABLE; SOLENOID; SEAL; KNIFE NUTS; USE 34687; BLADE BOLTS R&B-#91938/FILTERS; SEAL; CHAIN
122441-APCA	06/30/03	GILMER ANIMAL CLINIC L.C	\$170 00	\$170.00	CO S-STRAY CAT SERVICES
122442-APCA	06/30/03	GILMER CABLE TV CO INC.	\$432 80	\$11.80 \$421 00	COMPUTER-JULY'03 DATA LINK NON DEPT-JULY'03 REPEATER & X REPEATER
122443-APCA	06/30/03	GILMER DISCOUNT TIRE	\$234 85	\$234 85	CONST#4-LABOR/BRAKES; ALIGNMENT
122444-APCA	06/30/03	GILMER EYE CENTER	\$59 00	\$59 00	CO JAIL-TERRY EVANS/#122282(EYE EXAM)
122445-APCA	06/30/03	GILMER OFFICE CENTER	\$27 50	\$27 50	R&B-500 BUSINESS CARDS
122446-APCA	06/30/03	GREATAMERICA LEASING CORP	\$483 75	\$483 75	NON DEPT-#0134764000/JUNE 15/03 BILLING
122447-APCA	06/30/03	GRIFFITH LAW FIRM P.C	\$400 00	\$400 00	CO CT-#27, 518/FRANK ROBERTS

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Check #....	MC Date	Vendor.....	Check Amount	Invoice Amt	Invoice Descriptions
122448-APCA	06/30/03	H & H BUILDERS SUPPLY	\$49.95	\$49.95	CCP-INVR091354; 091588; 091570/WEED LINE; HOSE NOZZLE; HOSE
122449-APCA	06/30/03	H&D TIRE & AUTOMOTIVE	\$713.74	\$9.80	CO S-10 KEYS
				\$0.80	CO BLDGS-SCREWS
				\$53.36	R&B-TRASH BAGS; MAIL BOXES; SCREWS
				\$6.49	J#3-SCREWS
				\$5.84	CO. BLDGS-JOINT COMPOUND
				\$16.43	CO BLDGS-SEALANT; WIPER PART(2)
				\$13.26	CO. BLDGS-TOOLS
				\$195.16	R&B-TUBE; FUEL PUMP; FLUORESCENT LIGHT, FLASHLIGHT; CONNECTOR; BRASS FITTING; FEMALE GRIP CHUCK; FEMALE PLUG; MALE PLUG; EC M-NI; TOGGLE SWITCH; BOLTS; NUTS; BATTERIES, CONNECTOR
				\$31.19	R&B-HYD FITTING; HYD FITTING; NUTS (2); AC FT0; SLEDGE HAMMER HANDLE; SHORT HAMMER HANDLE
				\$6.91	CO BLDGS-SCRAPER; HANDY HDW
				\$2.75	CO. BLDGS-BATTERY TERM CLEANER
				\$3.41	CO BLDGS-X COARSE SAND BELT
				\$40.65	R&B-5 GAL WATER COOLER; FLASHING LIGHT BULB
				\$33.50	R&B-TIGER BLADE; BOLT KIT
				\$14.96	R&B-SIPHON GUN
				\$35.09	R&B-HYD FITTING; GREASE HOSE; GREASE GUN
				\$40.02	R&B-LIGHTS; PLUGS; BLACK TAPE; LIGHTS, GROMET; HARNESS
				\$78.00	R&B-MUD FLAPS; VALVE; SNAPS; CHAIN; PLUMBING TRAPS
				\$18.56	J. CTR-WHEELS(4); 14TPI RECIP BLADE
				\$22.00	R&B-TUBE
				\$8.14	R&B-FILTER; GASKET MATERIAL
				\$11.10	R&B-SEALS
				\$3.69	CO S-KEYS; RINGS
				\$6.02	CO BLDGS-3/4"COLD CHISEL
				\$26.98	CO BLDGS-BALLASTS
				\$20.31	R&B-NUTS; FILTER WRENCH; FILTER WRENCH
				\$1.84	CO. S-KEY
				\$26.98	CO BLDGS-LAMP BALLAST(2)
				\$2.50	CO S-KEY
				\$22.00cr	R&B-RETURNED TUBE
122450-APCA	06/30/03	HALL SIGNS OF TEXAS	\$876.00	\$876.00	R&B-#3641/NUTS; SET SCREWS; LOCK SNAP
122451-APCA	06/30/03	HILTON AUSTIN NORTH	\$460.00	\$460.00	D. A-CORF#3158653141/FALICIA COLOUITT 07/13-18/03 AUSTIN SEMINAR
122452-APCA	06/30/03	HOLMES CONCRETE PIPE	\$8,259.12	\$93.40	R&B-18" JOINTS (3) & JOINT MATERIAL
				\$11.50	R&B-SEALANT
				\$5,009.92	R&B-PCT#1/FEHA 72"x40'; 72"x36' CULVERTS
				\$322.00	R&B-18"x40' STEEL CULVERT

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				\$963.80	R&B-24"X74' CS CULVERT; W/2 COUPLINGS; 18"X24' CP CULVERT
				\$778.50	R&B-30"X60" CULVERTS
				\$230.00	R&B-18"DOUBLE WALL PLASTIC PIPE
				\$850.00	R&B-48"X40"STEEL CULVERT
122453-APCA	06/30/03	INDUSTRIAL POWER	\$146.65	\$146.65	CO BLDGS-#84954/GENERATOR REPAIRS
122454-APCA	06/30/03	INDUSTRIAL STEEL	\$131.57	\$131.57	R&B-20FT STICK; 20 FT STICK; 24 FT TUBING; 20FT FLAT STRAP; FLAT STRAP; FLAT STRAP; 20 FT ROUND STOCK
122455-APCA	06/30/03	INGRAM LIBRARY SERVICES	\$258.93	\$258.93	CO LIB-BOOKS (19); SHIPPING
122456-APCA	06/30/03	INTEGRATED BUSINESS SYSTEMS	\$1,809.01	\$1,600.00 \$109.00 \$100.01	CO JAIL-SAVIN COPIER D A-#AL0020/TONER SUP-PER COPY MAINT/INV#002290 1. MAY 1-JUNE 1'03 BILLING
122457-APCA	06/30/03	JIANNA HARRIS	\$43.16	\$43.16	TAX-REIMBURSE MILEAGE
122458-APCA	06/30/03	JOYCE MORRISON	\$93.75	\$93.75	CO LIB-REIMBURSE MILES; MEALS
122459-APCA	06/30/03	JK'S OF DIANA	\$225.00	\$225.00	DA-JOLENE NEWMAN/HOT CHECK RESTITUTION
122460-APCA	06/30/03	JUNE J BARNETT	\$225.00	\$225.00	CO CT-JUNE 3'03 COURT REPORTING SERVICES
122461-APCA	06/30/03	JURIS PUBLISHING INC	\$25.00	\$25.00	D A-#19188/SEARCH & SEIZURE 2003 SUPP
122462-APCA	06/30/03	KELLY FORD TRACTOR INC	\$21.12	\$7.04 \$14.08	R&B-#05609/CONNECTOR R&B-#05609/CONNECTORS
122463-APCA	06/30/03	KIRBY RESTAURANT SUPPLY	\$86.00	\$86.00	CO JAIL-#7009/LABOR; MILEAGE
122464-APCA	06/30/03	KRISTI HENRY	\$184.00	\$184.00	D CT-REIMBURSE/LDDING 06/16-20/03
122465-APCA	06/30/03	LAUREN PARISH	\$400.00	\$400.00	JUNE'03 JUVENILE PROBATION BOARD
122466-APCA	06/30/03	LAUREN PARISH	\$150.00	\$150.00	D JUDGE-REIMBURSE MEMBERSHIP
122467-APCA	06/30/03	LAWRENCE MARSHALL CHEV	\$20,863.00	\$20,863.00	CO S-2003 CROWN VIC S#2FAHP71W93X208416
122468-APCA	06/30/03	NEBARGER HEARD COGGAN BLAI	\$7,867.77	\$7,867.77	DEL TAX-MAY'03 DELINQUENT TAX ATTY
122469-APCA	06/30/03	LISA MONEY	\$126.00	\$126.00	JP#1-REIMBURSE MILEAGE-4/10-6/20/03
122470-APCA	06/30/03	LISA R. MONEY	\$60.00	\$60.00	JUNE'03 JP#1 BLDG CLEANED
122471-APCA	06/30/03	LOYD'S BODY SHOP	\$240.29	\$240.29	JUV PROB-CD LOG # 2129-1/96 FORD CV REPAIRS/JUNE 17'03 BILLING

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Disbursements Made from 06/30/03 thru 07/14/03

THE SOFTWARE GROUP, INC

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122472-APCA	06/30/03	LONGVIEW WELLNESS CENTER	\$30.83	\$30.83	INDIG-LISA D CROW/MEDICAL
122473-APCA	06/30/03	LOVEDAY-GADDIE INVESTIGATION	\$300.00	\$300.00	CO. S-J MCCUALEY/S MANCOCK/POLYGRAPH EXAMS
122474-APCA	06/30/03	MAYHAN FABRICATORS INC	\$2,145.00	\$2,145.00	CO. BLDGS-#514/STEEL PLATES
122475-APCA	06/30/03	MCCAULEY TRUCK&DIESEL SERVIC	\$1,808.00	\$1,808.00	R&B-FORD TRACTOR REPAIR
122476-APCA	06/30/03	MED SHOP MEDICAL DEPOT	\$121.24	\$121.24	CO JAIL-MED SUPPLIES-4/30-5/23/03
122477-APCA	06/30/03	MED SHOP TOTAL CARE	\$34.40	\$34.40	CO. JAIL-#22563/TOMMY WELCH-5/7&5/15/03
122478-APCA	06/30/03	MEDICAL WHOLESALE INC.	\$589.83	\$589.83	CO JAIL-#0003047/MEDICAL SUPPLIES
122479-APCA	06/30/03	MICHAEL MARTIN ATTY	\$700.00	\$350.00	CO. CT-#27,463/PAUL REARDON CO. CT-#27,428/MARCUS L SMITH
122481-APCA	06/30/03	MIKE CRAIG FORD MERCURY	\$451.99	\$451.99	CO S-#432541/PARTS, LABOR
122482-APCA	06/30/03	MUSIC MOUNTAIN WATER CO	\$67.48	\$25.98	D. A-#80109100/MAY 31/03 BILLING \$41.50 CO BLDGS-#18700100/MAY 6, 28&31 '03 CHARGES
122483-APCA	06/30/03	MYRA HARRIS	\$219.88	\$219.88	CO TREAS-REIMBURSE/698 4e1e 315ea.C10 SEMINAR@SAN ANTONIO 6/18-20/03
122484-APCA	06/30/03	NATIONAL COLLEGE OF DISTRICT	\$60.00	\$60.00	DA-COURSE MATERIALS/PROSC DRUG CASES I
122485-APCA	06/30/03	NATIONAL FAMILY CARE	\$1,152.40	\$1,152.40	#3152 JUNE '03 DEDUCTIONS
122486-APCA	06/30/03	NEWSOM'S GROCERY	\$175.51	\$175.51	DA-TAMMY GREEN/HOT CHECK RESTITUTION
122487-APCA	06/30/03	OFFICE DEPOT CREDIT PLAN	\$55.23	\$55.23	SUP-TRAN#8623/#6011564610110974/JUNE 5 '03 BILLING
122488-APCA	06/30/03	OLYMPIC WASTE - KILGORE	\$1,291.46	\$1,291.46	WASTE-#300700020542/MAY 31/03 BILLING
122489-APCA	06/30/03	OVERSTREET'S WRECKER SERVICE	\$1,795.00	\$920.00	CO S-TOWING, STORAGE/CHEVY CAMARO \$875.00 CO. S-STORAGE/1978 FORD VAN
122490-APCA	06/30/03	PATRICIA HARRISON	\$900.00	\$225.00	D. CT-COURT REPORTING 5/30/03 \$225.00 CO. CT-COURT REPORTING 6/12/03 \$225.00 CO. CT-COURT REPORTING 6/19/03 \$225.00 CO. CT-COURT REPORTING 6/23/03
122491-APCA	06/30/03	PATTILLO BROWN&HILL L L P	\$8,900.00	\$8,900.00	NON DEPT-#14447 2001-2002 INTERIM ANNUAL AUDIT
122492-APCA	06/30/03	PAUL BANNER	\$14.81	\$14.81	D. CT-VISITING JUDGE/MILEAGE JUNE 03/03
122493-APCA	06/30/03	PAULA GENTRY	\$50.00	\$50.00	JUNE '03 JP#3 BLDG CLEANED

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Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
122494-APCA	06/30/03	PAULA GENTRY	\$89.46	\$89.46	TAX-REIMBURSE MILEAGE/284 MI. @ \$0.31 9
122495-APCA	06/30/03	PETROLEUM TRADERS CORP	\$7,731.56	\$7,731.56	R&B-DIESEL; TEXAS LOADING; TX STATE TAX
122496-APCA	06/30/03	POSTMASTER	\$126.00	\$126.00	D CLK-BOX#950 ANNUAL RENT 2003
122497-APCA	06/30/03	PUBLICDATA.COM.AI	\$9.95	\$9.95	D A-#006918335/INTERNET SERVICE
122498-APCA	06/30/03	QADIR CORP	\$46.07	\$46.07	DA-BRAD BEEKMAN/HOT CHECK RESTITUTION
122499-APCA	06/30/03	RADIOLOGY CONSULTING ASSOC	\$96.97	\$36.05 \$60.92	CO. JAIL-ROY LYNN COMPTON/MEDICAL CO. JAIL-BRANDY M LUNA/MEDICAL
122500-APCA	06/30/03	RICK'S TIRE SERVICE	\$245.00	\$50.00 \$45.00 \$30.00 \$35.00 \$50.00 \$35.00	R&B-SERVICE CALL; REPAIR 2 FLATS R&B-SERV. CALL; CHANGE TIRES R&B-SERVICE CALL; FLAT REPAIR R&B-SERV. CALL&FLAT REP /TR#65 R&B-SERV CALL; 2 TIRE HTS R&B-SERV. CALL; TIRE MOUNT
122501-APCA	06/30/03	ROBERT BENNETT & ASSOC	\$1,400.00	\$350.00 \$350.00 \$350.00 \$350.00	D CT-#13,005/GREG LOON/JUNE 9'03 SERVICE CO CT-#27,559/TONY SIMPLER CO CT-#27,946/DONALD BURL SHAW CO CT-#26,328/JIMMY FRANK EVANS
122502-APCA	06/30/03	SABINE VALLEY REGIONAL MHR	\$2,850.00	\$2,850.00	SABINE VALLEY-4TH QTR BUDGET ALLOCATION
122503-APCA	06/30/03	MARTAIN FLUID POWER INC.	\$638.88	\$638.88	R&B-PARTS; LABOR/REPAIR MOTOR
122504-APCA	06/30/03	SAV-ON OFFICE SUPPLY INC	\$1,579.17	\$657.33 \$60.36 \$41.98 \$3.00 \$5.55 \$64.74 \$65.74 \$141.20 \$36.98 \$1.89 \$27.45 \$31.48 \$20.99 \$30.45 \$38.99 \$106.88 \$211.03 \$33.13	D CLK-#118917/FILE; BINDING SYSTEM; STORAGE BOX CO S-OFFICE SUPPLIES D CLK-PAPER D CLK-CORR FLUID; MARKERS D CLK-TAPE; PEN/RETURNED MARKER CO S-RIBBONS CO LIB-ADDING MACHINE PAPER; COPY PAPER CO JAIL-NOTES; CORR FLUID; MARKERS; PAPER D A-FOLDERS D A-SHIPPING TAPE CO CLK-ENVELOPES CO S-CARTRIDGE; SCISSORS D JUDGE-COPY PAPER D CLK-#118917/CORR. TAPE(6); CORR FLUID(6); TAPE ; STICKY NOTES(20) CO CLK-LEGAL COPY PAPER SUP-#117775/INV#2870399; 2860509/POUCH; PEN REF; CART CO JAIL-PAPER; PENS JP#2-OFFICE SUPPLIES
122505-APCA	06/30/03	SCHMAN'S SALES	\$102.11	\$102.11	DA-RITA MARTIN/HOT CHECK RESTITUTION

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122506-APCA	06/30/03	STATE BAR OF TEXAS	\$150.14	\$150.14	D. CT-#0064664/JURY CHGS
122507-APCA	06/30/03	STATE COMPTROLLER	\$830.35	\$830.35	TP-REPORT FOR MONTH ENDING 5/31/03
122508-APCA	06/30/03	TAC UNEMPLOYMENT FUND	\$5,398.45	\$5,398.45	ENTITY#2300 2ND QTR PREMIUMS/QTR. ENDING 06/30/03
122509-APCA	06/30/03	TDCAA NOW TRUST FUND/T98	\$1,300.00	\$1,300.00	DA-2003-2005 BOOKS; CHART; SHIPPING&HANDLING
122510-APCA	06/30/03	1FD COLLIER CLEANING	\$1,625.00	\$1,625.00	06/15/03 TO 06/30/03 INTERIOR CLEANING OF BLDGS
122511-APCA	06/30/03	1FXACO CREDIT CARD CENTER	\$218.79	\$218.79	CO. S-#4103028459/JUNE 07/03 BILLING
122512-APCA	06/30/03	1FXAS ASSOCIATION OF COUNTIE	\$298.00	\$273.00 \$25.00	NON DEPT-2003 CROWN VIC/COVERAGE NON DEPT-#2300/FROM 10/01/02-10/01/03
122513-APCA	06/30/03	TEXAS TRAUMA & EMERGENCY CA	\$313.45	\$60.20 \$363.30 \$89.95	CO JAIL-MICHAEL W RALSTON/MEDICAL CO JAIL-JAMES P RUSSELL/MEDICAL CO JAIL-FRANKLIN B COBY/MEDICAL
122514-APCA	06/30/03	THE EARTHGRAINS COMPANY	\$461.25	\$65.50 \$7.50 \$128.25 \$112.50 \$127.50	CO JAIL-#09008071/BREAD CO JAIL-#09008071/BREAD CO JAIL-#09008071/BREAD CO JAIL-#09008071/BREAD CO. JAIL-#09008071/BREAD
122515-APCA	06/30/03	THE LIBRARY STORE INC.	\$280.25	\$97.39 \$182.86	CO LIB-HEADPHONES; RED STORAGE CASE; FREIGHT CO. LIB-PUPPETS (7)
122516-APCA	06/30/03	THE LOGO	\$87.80	\$59.20 \$28.60	CO S-2 SHIRTS; EMBLEMS CO. S-SHIRT; EMBLEMS
122517-APCA	06/30/03	THE MADE-RITE CO	\$25.00	\$25.00	D. A-#8004100/COFFEE FILTERS
122518-APCA	06/30/03	THE MCKENZIE CLINIC, P A	\$137.00	\$137.00	SUP-WUP500000/JUNE 10'03 BILLING/PHY&TB TESTS
122519-APCA	06/30/03	1RI-CITIES SUPPLY CO	\$90.00	\$90.00	R&B-ICE MACHINE RENTAL
122520-APCA	06/30/03	U. S. FOOD SERVICE	\$4,305.93	\$1,266.35 \$1,008.92 \$2,030.66	CO JAIL-#93586865/ASSORTED FOODS CO. JAIL-#93586865/ASSORTED FOODS CO. JAIL-#93586865/ASSORTEDFOODS
122521-APCA	06/30/03	UNITED POSTAL SOLUTIONS	\$27.85	\$27.85	CO CLK-PINWHEEL LABELS; SHIPPING
122522-APCA	06/30/03	UPSHUR COUNTY JUVENILE PROBA	\$1,253.27	\$64.42 \$1,120.85 \$68.00	JUV PROB-REIMB ALLTELL#CH00626/JUNE 10'03 BILLING JUV PROB-REIMB US BANK# '54833492000276752; 4833492000297337/MAY 7-JUNE 6'03 BILLING JUV. PROB-REIMB. BOX#637 ANNUAL RENT

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122523-APCA	06/30/03	UPSHUR-RURAL ELECTRIC COOP	\$338 12	\$167 66 \$66 81 \$103 65	R&B-#120298591/JUNE 16/03 BILLING R&B-#41186523&91396012/JUNE 20/03 BILLING R&B-#902475306 06/26/03 BILLING
122524-APCA	06/30/03	UT HEALTH CENTER AT TYLER	\$327 88	\$262 79 \$65 09	INDIG-IVA J TENNISON INDIG-IVA J TENNISON/MEDICAL
122525-APCA	06/30/03	VERIZON SOUTHWEST	\$170 06	\$81 62 \$48 48 \$39 96	TAX-#8430630/MAY 28/03 BILLING CO JUDGE-#8437069/JUNE 07/03 BILLING R&B-#8437623/JUNE 07/03 BILLING
122526-APCA	06/30/03	WAL-MART #146	\$129 47	\$129 47	DA-MICHELLE RAFFERTY/HOT CHECK RESTITUTION
122527-APCA	06/30/03	WALMART COMMUNITY	\$5 68	\$5 68	911-#6032202020111931/JUNE 17'03 BILLING
122528-APCA	06/30/03	WALMART COMMUNITY	\$410 84	\$410 84	DA-#6032202000964677/JUNE 17'03 BILLING
122529-APCA	06/30/03	WANDA HUTCHINS	\$10 86	\$10 86	AUD-REIMBURSE MILEAGE
122530-APCA	06/30/03	WELLS FARGO FINANCIAL LEASIN	\$440 51	\$440 51	DA-#0019001910/COPIER RENTAL/JUNE 24-JULY 24'03
122531-APCA	06/30/03	WEST GROUP PAYMENT CENTER	\$782 30	\$782 30	LAW LIB-#1000809966/CHGS -05/01-05/31/03
122532-APCA	06/30/03	WYDNE MANES	\$163 80	\$163 80	JP#1-REIMBURSE MILEAGE-4/13-6/19/03
122533-APCA	06/30/03	S & M AUTOMOTIVE	\$44 00	\$44 00	R&B-LABOR ON DODGE VAN
122534-APCA	06/30/03	FIRST NATIONAL BANK GILMER	\$300,000 00	\$300,000 00	CD#35572 PURCHASED@1 49%(31days)TD MATURE 7/31/03
122535-APCA	06/30/03	MELINDA SMITH	\$1,324 26	\$1,324 26	JUV. PRDB-REIMB. 2741.2mi@ 345; meals; toll road
122548-APCA	07/07/03	FIRST NATIONAL BANK GILMER	\$125,000 00	\$125,000 00	CD#35576 PURCHASED@1 50%(24days)TD MATURE 7/31/03
Total for APCA - Accounts Payable Clearing Account			\$769,725 90		

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

15 Jul 2003

THE SOFTWARE GROUP, INC

Approved Disbursements
Checking Account(s) APCA FNB INS FNB 125
Disbursements Made from 06/30/03 thru 07/14/03

PAGE 12

Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1772-FNB 125	06/30/03	UPSHUR CO OPERATING ACCOUNT	\$1,218.52	\$1,218.52	06/30/03 125 PLAN CANCER/HEART/STROKE PREMIUMS
1773-FNB 125	06/30/03	UPSHUR COUNTY INSURANCE ACCO	\$5,132.84	\$5,132.84	06/30/03 125 PLAN DEPENDENT INS PREMIUMS
Total for FNB 125 - IRC/125 PLAN			\$6,351.36		

vol. 104 pg 822

Property off of: Fern Road
Mailing Address: 5117 Fern Road
Gilmer, Texas 75644
Telephone No.: 903-797-6070

LETTER AGREEMENT

Date: June 25, 2003

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Jerry Lamb, the owner or person legally entitled to possession of the above described property ("Property Owner").

RECITALS

WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress there from for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.
2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.
3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/
LEGAL POSSESSOR

Jerry L. Lamb
Jerry Lamb

UPSHUR COUNTY

By [Signature]
Its County Judge

BY
UPSHUR COUNTY, TX.
DEPUTY

03 JUL 15 AM 11:16

FILED
ROBIN RODENBERG
COUNTY CLERK

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

TO: UPSHUR COUNTY COMMISSIONERS COURT
c/o UPSHUR COUNTY ENGINEER
UPSHUR COUNTY ROAD & BRIDGE DEPARTMENT
P. O. BOX 730
Gilmer, TX 75644

DATE: July 3, 2003

EXPIRES: October 15, 2003

Formal notice is hereby given that Stroud Exploration Co., LLC., proposes to place a pipe line within the right-of-way of County Road Snapdragon, as follows:

To go under Snapdragon Road south of State Highway 155 approximately 3/4 mile.

FILED
ROBIN RODENBERG
COUNTY CLERK
03 JUL 15 AM 11:16
UPSHUR COUNTY, TX.
BY _____
DEPUTY

The location and description of the proposed line and appurtenances is more fully shown by three copies of drawings attached to this notice. The line will be constructed and maintained on the County right-of-way as directed by the County Engineer in accordance with current Upshur County specifications.

Construction of this line will begin on or after the 15th day of July, 2003.

Firm Stroud Exploration Co., LLC
By Ray S. Conly
Title Engineer
Address P.O. Box 1376
Tyler, Tx 75710-1376

- NOTE: 1. This form to be submitted in triplicate for each proposed installation.
2. The permit shall be in effect for a period of 90 days from date of approval. If work is not completed within this time, a new permit will be required.

APPROVAL

TO: Stroud Exploration Co., LLC

DATE: _____

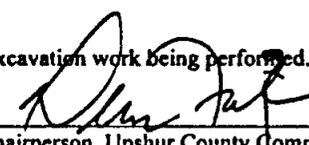
The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed pipeline as shown by accompanying drawings and notice dated July 3, 2003, except as noted below:

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

All work on the county right-of-way shall be performed in accordance with the County Engineer's instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners. Special specifications for placing this line are as follows:

1. All ground lines are to be installed a minimum of 36 inches below the flowline of the adjacent drainage or borrow ditch.
2. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfaced cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be of any type approved by the County Engineer 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 the casing for its entire length. Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joint or couplings. (Encasement is not required on lines installed 48 inches or greater below flowline)
5. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of a bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
6. Parallel lines will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the County Engineer.
7. Overhead lines will have a minimum clearance of 18 feet above the road surface at point of crossing.
8. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavements at all times, as well as all operating equipment and materials. No equipment or installation procedures will used which will damage any road surface or structure. The cost of any repairs to road surfaces, roadbed, structures or other right-of-way features as direct result of this installation will be borne by the owner of this line.
9. 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 to traffic at all times. All traffic control shall be in accordance with the requiements of the current version of the Texas MUTCD.
10. Utility company shall install adequate erosion control measures for any excavation work being performed.

APPROVED: _____
County Engineer

APPROVED: 
Chairperson, Upshur County Commissioners Court

FILED
ROBIN RODENBERG
COUNTY CLERK
03 JUL 15 AM 11:16
UPSHUR COUNTY, TX.
DEPUTY

Property off of _____
Mailing Address: _____
1891 PR 4214
Gilmer, Tex 75644
Telephone No. 903 762 6468

LETTER AGREEMENT

Date: 1 Jul 2003, 2002

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and _____, the owner or person legally entitled to possession of the above described property ("Property Owner").

Robbie Lee Fort

RECITALS

WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.
2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.
3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/
LEGAL POSSESSOR

Robbie Lee Fort

UPSHUR COUNTY

By [Signature]
Its County Judge

BY
DEPUTY

UPSHUR
COUNTY, TX.

03 JUL 15 AM 11:16

FILED
ROBIN RODENBERG
COUNTY CLERK

Property off of Bobby Bradford
Mailing Address: 2218 Panda Rd
Adrian TX 75644
Telephone No. 903-762-2905

LETTER AGREEMENT

Date: 7.2.03, 2002

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Duane Boyd, the owner or person legally entitled to possession of the above described property ("Property Owner").

RECITALS

WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.
2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.
3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/
LEGAL POSSESSOR
Duane Boyd

UPSHUR COUNTY
By Oliver Paul
Its County Judge

FILED
ROBIN POGGENBERG
COUNTY CLERK
03 JUL 15 AM 11:16
UPSHUR COUNTY, TX
BY _____ DEPUTY

Property off of: FM 2454
Mailing Address: 8852 FM 2454
Gilmer, Texas 75644
Telephone No.: 903-762-2865

LETTER AGREEMENT

Date: July 7, 2003

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Roy Hutchings, the owner or person legally entitled to possession of the above described property ("Property Owner").

RECITALS

WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress there from for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.
2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.
3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/
LEGAL POSSESSOR

Roy Hutchings
Roy Hutchings

UPSHUR COUNTY

By

Debra Paul
Its County Judge

BY Debra Paul
UPSHUR COUNTY, TX.
DEPUTY

FILED
ROBIN KODENBERG
COUNTY CLERK

03 JUL 15 AM 11:17

Property off of: Bear Road
Mailing Address: 1607 US Highway 271 N.
Gilmer, Texas 75644
Telephone No.: 903-762-2397

LETTER AGREEMENT

Date: July 8, 2003

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and James Helton, the owner or person legally entitled to possession of the above described property ("Property Owner").

RECITALS

WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress there from for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.
2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.
3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/
LEGAL POSSESSOR

James Helton
James Helton

UPSHUR COUNTY

By [Signature]
Its County Judge

BY
UPSHUR COUNTY, TX.
DEPUTY

03 JUL 15 AM 11:17
ROBIN FODERBERG
COUNTY CLERK
FILED

Property off of Paul Knight VOL 64 PG. 831
Mailing Address: 3287 Chapman
Telephone No. 762-2332

LETTER AGREEMENT

Date: 7-1, 2003

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Paul Knight, the owner or person legally entitled to possession of the above described property ("Property Owner").

RECITALS

WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.
2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.
3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/
LEGAL POSSESSOR

Paul Knight

UPSHUR COUNTY

By [Signature]
Its County Judge

FILED
ROBIN HOEENBERG
COUNTY CLERK
03 JUL 15 AM 11:17
UPSHUR COUNTY TX.
BY [Signature] DEPUTY

Property off of John W. Gipsen
Mailing Address: 4789 Shelby 127
Shelby, TX

Telephone No. 409-702-2189

LETTER AGREEMENT

Date: 07-02, 2003

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and John W. Gipsen, the owner or person legally entitled to possession of the above described property ("Property Owner").

RECITALS

WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.
2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.
3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/
LEGAL POSSESSOR

John W. Gipsen

UPSHUR COUNTY

By [Signature]
Its County Judge

FILED
ROBIN RODENBERG
COUNTY CLERK
03 JUL 15 AM 11:17
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY

Property off of: Cherokee Trace
Mailing Address: 8302 Cherokee Trace
Gilmer, Texas 75644
Telephone No.: 903-762-6158

LETTER AGREEMENT

Date: June 25, 2003

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Roy Elledge, the owner or person legally entitled to possession of the above described property ("Property Owner").

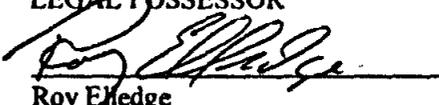
RECITALS

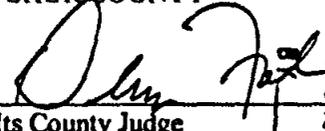
WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

WHEREAS, Property Owner represents that he is the owner or legal possessor of the referenced property and is desirous of County disposing of said dirt, silt, or other dredging by-products upon Property Owner's property for Property Owner's utilization of the same; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress there from for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.
2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.
3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/
LEGAL POSSESSOR

Roy Elledge

UPSHUR COUNTY
By 
Its County Judge
DEPUTY
03 JUL 15 AM 11:17
UPSHUR COUNTY, TX.
FILED
ROBIN EODENBERG
CLERK

APPLICATION FOR FILLING ABANDONED WELL

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

Re: Abandoned well owned by: D. L. RAY
P.O. Box 32
DIANA, TEXAS 75640

On 4016 Secco Lily Road.

GENTLEMEN:

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

Respectfully yours,

D. L. Ray
903/663-0014

Please call ahead so I can show you where the well is!

PRECINCT _____
DATE: _____

APPROVED _____ REJECTED _____

Dean Fowler
County Judge, Dean Fowler

Joe Orms
Commissioner, Prec. #1, Joe Orms

Joe E. Ferguson
Commissioner, Prec. #2, Joe E. Ferguson

Back Jackson
Commissioner, Prec. #3, Back Jackson

Gary Drennan
Commissioner, Prec. #4, Gary Drennan

BY _____
DEPUTY

UPSHUR COUNTY, TX.

03 JUL 15 AM 11:17

FILED
ROBIN FODENBERG
COUNTY CLERK

APPLICATION FOR FILLING ABANDONED WELL

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

Re: Abandoned well owned by: D. L. RAY
P.O. Box 32
DIANA, TEXAS 75240

On 814 thyme Road.

GENTLEMEN:

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

Respectfully yours,

D. L. Ray
903/663-0014

Please call ahead so I can show you where the well is!

PRECINCT # 2
DATE: _____

APPROVED _____ REJECTED _____

Dean Fowler
County Judge, Dean Fowler

Joe Orms
Commissioner, Prec. #1, Joe Orms

Joe E. Ferguson
Commissioner, Prec. #2, Joe E. Ferguson

Rick Jackson
Commissioner, Prec. #3, Rick Jackson

Gary Drennan
Commissioner, Prec. #4, Gary Drennan

FILED
ROBIN RODENBERG
COUNTY CLERK
03 JUL 15 AM 11:17
UPSHUR COUNTY, TX.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2

DATE July 8, 2003

Formal notice is hereby given that Jerry Lowery, whose principal address is 10699 Poinsettia, does hereby purpose to place a culvert within the ROW of County Road Poinsettia. The location and description of the proposed lines and 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 8th day of July, 2003. I, Jerry Lowery, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Mary W. Lowery
TELEPHONE: 762-1967

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated July 8, 2003, 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 expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

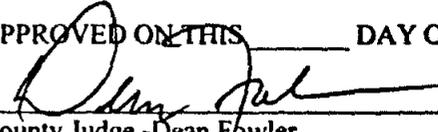
All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this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

1. Barricades, warning signs, lights and flag men 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 or 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.

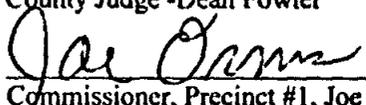
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 ROBIN RODENBERG
 CLERK
 03 JUL 15 AM 11:17
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

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 direction 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.
8. Any material placed in County right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipes.)
9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.
10. Where evidence is presented indicating the impracticability of boring or tunneling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material; (b) The surfacing will be replaced with equivalent quality surfacing.
11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.
12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structure, 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 inspection.

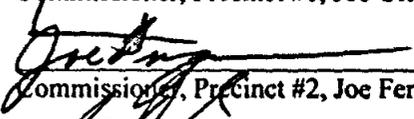
APPROVED ON THIS _____ DAY OF _____, 2002.



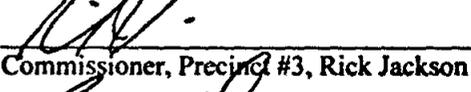
 County Judge -Dean Fowler



 Commissioner, Precinct #1, Joe Orms



 Commissioner, Precinct #2, Joe Ferguson



 Commissioner, Precinct #3, Rick Jackson



 Commissioner, Precinct #4, Gary Drennan

FILED
 ROBIN FODENBERG
 COUNTY CLERK

03 JUL 15 AM 11:17
 UPSHUR COUNTY, TX.

BY _____
 DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Monnie Weems, 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 result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths) 4/10 mile on Catclaw.

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 lands located in Precinct No. 4, Upshur County.

4.

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

5.

First Party agrees to post survey bond in the amount of \$-0-, to Upshur County Commissioners' 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.

FILED
ROBIN RODEMBERG
COUNTY CLERK
03 JUL 15 AM 11:17
UPSHUR COUNTY, TX.
BY _____
DEPUTY

Mommi Mcems
First Party Signature

4327 County Road 3990
Street or Box

Winnsboro, TX 75494
City, State and Zip Code

903-629-7312
Telephone

Smith
Timber Tract

Date Signed

Dean Fowler
County Judge - Dean Fowler

Joe Orms
Commissioner, Prec. 1 - Joe Orms

Joe E. Ferguson
Commissioner, Prec. 2 - Joe E. Ferguson

Rick Jackson
Commissioner, Prec. 3 - Rick Jackson

Gary Drennan
Commissioner, Prec. 4 - Gary Drennan

Date signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED
ROBIN RODENBERG
COUNTY CLERK
03 JUL 15 AM 11:17
UPSHUR COUNTY, TX.
BY _____
DEPUTY

RESOLUTION

WHEREAS, Commissioners Court of UPSHUR COUNTY, TEXAS has become the owner of certain real property (see attached) by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in

Cause # 92-49TX UNION HILL L.S.D. Vs IRENE JOHNSON, ET AL

R71715

WHEREAS, a potential buyer of the property has come forward and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT of the COUNTY of UPSHUR, TEXAS That the County Judge be and is hereby directed and authorized to execute the deed and any and all document necessary to convey the hereinabove described real property to:

JERRY M. LADEN
6109 LAKEWOOD DR.
GILMER, TX 75645

For and in consideration of the cash sum of \$ 3,550.00, said \$3,550.00 Chapter 34 of the Texas Property Tax Code.

Resolved this the _____ day of _____, 2003

[Signature]
COUNTY JUDGE

ATTEST: SECRETARY

- Commissioner Pct. 1
- Commissioner Pct. 2
- Commissioner Pct. 3
- Commissioner Pct. 4

[Signature]
[Signature]
[Signature]
[Signature]

FILED
 ROBIN RODENBERG
 COUNTY CLERK
 03 JUL 15 AM 11:17
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

RESOLUTION__

WHEREAS, Commissioners Court of UPSHUR COUNTY, TEXAS has become the owner of certain real property (see attached) by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in

01-68TX GILMER INDEPENDENT SCHOOL DISTRICT vs. YVONNE RIGGINS, ET AL
R42367

WHEREAS, a potential buyer of the property has come forward and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property and

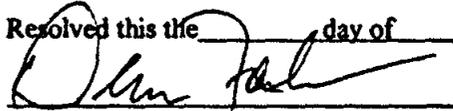
WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW THEREFORE BE IT RESOLVED BY THE
COMMISSIONERS COURT of the COUNTY of UPSHUR, TEXAS
That the County Judge be and is hereby directed and authorized to execute the deed and any and all document necessary to convey the hereinabove described real property to:

JANIE DARDEN
P O BOX 1266
DALLAS, TX 75644

For and in consideration of the cash sum of \$5,500.00, said \$5,500.00
To be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

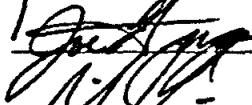
Resolved this the _____ day of _____, 2003



COUNTY JUDGE

ATTEST: SECRETARY

- Commissioner Pct. 1
- Commissioner Pct. 2
- Commissioner Pct. 3
- Commissioner Pct. 4


 DEPUTY

FILED
 ROBIN RODENBERG
 COUNTY CLERK

03 JUL 15 AM 1:17
 UPSHUR COUNTY, TX.

AGREEMENT FOR DENTAL SERVICES

AGREEMENT BY AND BETWEEN:

The COUNTY OF UPSHUR with offices at the Upshur County Justice Center at 405 North Titus, Gilmer, Texas 75644,

Hereinafter referred to as the "COUNTY",

and:

DENTRUST DENTAL TEXAS, PC., a corporation of the State of Texas, with offices located at 254 Cafferty Road, Pipersville, Pennsylvania 18947,

Hereinafter referred to as "DENTRUST".

WHEREAS, the COUNTY desires to provide dental care for inmates and detainees at the Upshur County Correctional Facility (hereinafter "the Jail"); and

WHEREAS, Dentists provided by DENTRUST are duly licensed dentists in the State of Texas, desires to conduct part of its practice of dentistry at the Jail;

IT IS MUTUALLY AGREED by and between the above-referenced parties hereto, for one dollar (\$1.00) and for other goods and valuable consideration, as follows;

1. DENTRUST agrees to conduct an independent practice of dentistry at the Jail. The COUNTY in turn, agrees to provide DENTRUST with the required space and sufficient time to conduct its dental practice. The COUNTY will neither contract with nor allow any other provider to perform routine or non-emergent dental services on inmates or detainees housed at the Upshur County Correctional Facility while the COUNTY is under contract with DENTRUST. The COUNTY will allow DENTRUST access to the Jail one day every month and any other time when DENTRUST services are required as scheduled by either the Jail or DENTRUST.

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03 JUL 15 AM 11:17
UPS HUR COUNTY, TX.
DEPUTY

2. DENTRUST agrees that it shall give priority scheduling to inmates in need of emergency dental treatment; inmates who have medical problems, such as allergies, diabetes, heart conditions and/or blood diseases; and inmates who do not have sufficient teeth to masticate the food provided by the Jail.

3. DENTRUST agrees to perform necessary dental services upon any and all County, State and Federal prisoners presently detained at the Jail. In the course of performing said dental services for County, State and Federal prisoners, DENTRUST agrees to adhere to any and all applicable State and Federal regulations governing dental services for prisoners and detainees.

4. DENTRUST agrees that it is responsible for furnishing, at its own expense, all additional necessary equipment and supplies and its own paid personnel, as determined by DENTRUST, for the proper and safe operation of its clinic at the Jail.

5. In addition to emergency treatment DENTRUST shall only perform the treatment necessary to control and prevent pain, infection, decay or other abnormalities of the hard and soft tissue within, and immediately adjacent to the oral cavity of any inmate or detainee presently being housed at the Jail. DENTRUST shall not perform any cosmetic or other dental services other than the aforementioned, without first obtaining authorization from the Jail Administrator.

6. The COUNTY agrees to pay the fees in Appendix "A" for all treatment performed on inmates and detainees housed in the Jail, and that a fee of fifty-five dollars (\$55.00) will be billed to the COUNTY for travel expenses incurred by DENTRUST for each day it operates the clinic at the Jail. This fee will also apply to any emergency calls DENTRUST may respond to.

7. The COUNTY agrees that it is responsible for disposing of all biohazardous waste products created as a result of the operation of the dental clinic at the Jail.

8. The COUNTY agrees to make the medical records available to DENTRUST, in advance of any dental treatment, of any patient expected to be examined or treated by a Dentist provided by DENTRUST. DENTRUST agrees to treat all patients with proper infection control procedures including barrier protection, chemical disinfectants, sterilization, and, where possible, disposable equipment.

9. The COUNTY agrees that when a Dentist provided by DENTRUST is in the presence of inmates or other detainees under the jurisdiction of the Jail at least one corrections officer will be

immediately present. At no time will the COUNTY leave any Dentist alone with an inmate or other detainee under the jurisdiction of the Jail regardless of how rehabilitated or trustworthy that inmate or detainee may appear.

10. DENTRUST agrees to maintain the appropriate amounts of Dental malpractice insurance necessary for it to satisfy its obligations under this Agreement. Moreover, this Agreement will not be effective unless and until DENTRUST demonstrates that it possesses said malpractice coverage.

11. The COUNTY agrees that during the terms of this Agreement and for a period of two years after its termination, the COUNTY will not engage, directly or indirectly, any employee or dentist-employee of DENTRUST in connection with the provision of dental services.

12. The terms of this Agreement shall be for three (3) years and may be renewed by mutual consent of both parties, for additional one (1) year terms.

13. It is understood and agreed that either party retains the right to revoke this Agreement at any time, and for reasonable cause, upon ninety (90) days written notice.

14. All notices, approvals, consents and other instruments required or permitted to be given under this Agreement shall be in writing.

15. This Agreement may not be changed, modified or discharged, except in writing, and signed by both parties.

16. This Agreement constitutes the entire understanding between DENTRUST and the COUNTY. There are no understandings, representations, or agreements, either oral or written, other than those set forth herein.

17. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance herewith and such provisions shall remain in full force and effect.

18. In the event any provision of this Agreement is held invalid and illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event that any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be modified to such extent as shall be necessary for such provision to be enforceable, and it shall be enforced to that extent.

19. This Agreement shall be construed and interpreted according to the laws of the State of Texas.

20. The undersigned represent that they have been authorized by each of the above-referenced parties to execute this Agreement.

IN WITNESS WHEREOF, the officers of the respective parties have signed and sealed this Agreement this _____ day of _____ 2003.

ATTEST

COUNTY OF UPSHUR

By: *[Signature]*

ATTEST

DENTRUST DENTAL TEXAS, P.C.

By: _____
John M. Halcovich, D.M.D., CCHP
President

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ROBIN RODENBERG
COUNTY CLERK
03 JUL 15 AM 11:17
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Dentrust Dental

TEXAS, P.C.

254 CAFFERTY ROAD, PIPERSVILLE, PENNSYLVANIA, 18947 TEL(610)294-7994 FAX (610)294-7995

APPENDIX "A"

FEE SCHEDULE- Effective January 1, 2001

TYPE 1 SERVICES

Diagnostic

0110	Initial Examination	30.00
0120	Periodic Examination	30.00
0140	Problem Focused Examination	35.00
0210	Full Mouth Series	85.00
0220	Periapical-First Film	15.00
0230	Periapical-Additional Film	10.00
0240	Occlusal X-ray	30.00
0270	Bitewing-Single	15.00
0272	Bitewing-Two Films	25.00
0273	Bitewing-Three Films	30.00
0274	Bitewing-Four Films	35.00
0460	Pulp Vitality Test	25.00
0470	Diagnostic Casts	40.00

Preventive

1110	Adult Prophylaxis	60.00
1120	Child Prophylaxis	50.00
1203	Topical Fluoride-Child	20.00
1204	Topical Fluoride-Adult	20.00
1350	Sealants-Quadrant	70.00
1351	Sealant-Per Tooth	25.00
1330	Oral Hygiene Instruction	----
1310	Nutritional Counseling	----

Space Management Therapy

1315	Night Guard Therapy For MPD	325.00
1510	Fixed Unilateral	150.00
1515	Fixed Bilateral	275.00
1520	Removable Unilateral	150.00
1525	Removable Bi'ateral	300.00
1550	Recent Space Maintainer	50.00

Restorative

2110	Amalgam-Primary-One Surface	30.00
2120	Amalgam-Primary-Two Surface	41.00
2130	Amalgam-Primary-Three Surface	52.00
2131	Amalgam-Primary-Four Surface	63.00
2140	Amalgam-Permanant-One Surface	50.00
2150	Amalgam-Permanant-Two Surface	70.00
2160	Amalgam-Permanant-Three Surface	85.00
2161	Amalgam-Permanant-Four Surface	105.00
2162	Amalgam-Permanant-Five Surface	130.00

Anterior Composite Resins

2330	One Surface	50.00
2331	Two Surface	70.00
2332	Three Surface	85.00
2335	Four Surface or Incisal Angle	110.00
2336	Facial Veneer	130.00

Posterior Composite Resins

2380	Primary-One Surface	80.00
2381	Primary-Two Surface	100.00
2382	Primary-Three Surface	120.00
2385	Permanant-One Surface	80.00
2386	Permanant-Two Surface	110.00
2387	Permanant-Three Surface	150.00

Gold Foil

2410	One Surface	100.00
2420	Two Surface	175.00

Gold Inlay & Onlay

2510	Inlay-One Surface	market
2520	Inlay-Two Surface	market
2530	Onlay-Three Surface	market
2540	Onlay-Four Surface	market

Porcelain Inlays & Onlays

2610	Inlay-One Surface	425.00
2620	Inlay-Two Surface	500.00
2630	Onlay-Three Surface	625.00

Crowns-Single

2700	Porcelain Laminate	425.00
2710	Acrylic Temporary	100.00
2740	Porcelain Jacket	650.00
2750	Porcelain-gold	725.00
2752	Porcelain-Semiprecious Metal	525.00
2790	Gold-Full Cast	market
2792	Semiprecious-Full Cast	650.00
2830	Stainless Steel	125.00

Other Restorative Services

2891	Cast Post & Core	155.00
2892	Parapost	90.00
2893	Cast Post & Core As Part Of Crown	155.00
2910	Recement Inlay	50.00
2920	Recement Crown	50.00
2940	Sedative Filling	50.00
2950	Buildup For Crown	85.00
2951	Pin Retention In Addition to Restoration	30.00

Endodontics

3110	Pulp Cap-Direct	25.00
3120	Pulp Cap-Indirect	25.00
3210	Therapeutic Apical Closure	85.00
3220	Vital Pulpectomy	85.00
3310	Root Canal-Anterior Tooth	325.00
3320	Root Canal-Bicuspid Tooth	400.00
3330	Root Canal-Three Canal Molar	575.00
3340	Root Canal-Four Canal Molar	625.00
3910	Hemisection	90.00

Periodontics

4050	Periodontal Evaluation	55.00
4320	Provisional Splinting Intracoronal	85.00
4321	Provisional Splinting Extracoronal	85.00
4330	Occlusal Adjustment	50.00
4331	Occlusal Adjustment Complete	150.00
4340	Scaling & Rootplaning Full Mouth	375.00
4341	Scaling and Root Planing per Quadrant	125.00
4345	Therapeutic Periodontal Scaling	100.00
4399	Isolated Scaling	70.00
4910	Periodontal Maintenance (perio prophylaxis)	100.00

Removable Prosthodontics

5110 Complete Upper Denture	625.00
5120 Complete Lower Denture	625.00
5130 Immediate Upper Denture	625.00
5140 Immediate Lower Denture	625.00
5211 Resin Base Upper Partial	325.00
5212 Resin Base Lower Partial	325.00
5213 Upper Cast Partial	695.00
5214 Lower Cast Partial	695.00
5310 Each Additional Clasp With-Rest	85.00
5410 Adjustment Complete Upper	70.00
5411 Adjustment Complete Lower	70.00
5421 Adjustment Partial Upper	70.00
5422 Adjustment Partial Lower	70.00
5850 Tissue Conditioning-Per Denture	175.00
5860 Overdenture-Complete	650.00
5861 Overdenture-Partial	725.00

Denture Repairs

5510 Complete Denture No Teeth Damaged	50.00
5520 Missing Tooth-Complete Denture (each)	40.00
5610 Partial Denture Acrylic Saddle	55.00
5620 Cast Framework Of Partial	100.00
5630 Broken Clasp	100.00
5640 Missing Tooth-Partial Denture (each)	40.00
5650 Addition Of Tooth-Partial Denture (each)	40.00
5660 Addition Of Clasp	100.00

Denture Relines

5730 Upper Complete-Chairside	165.00
5731 Lower Complete-Chairside	165.00
5740 Upper Partial-Chairside	140.00
5741 Lower Partial-Chairside	140.00
5750 Upper Complete-Laboratory	175.00
5751 Lower Complete-Laboratory	175.00
5760 Upper Partial-Laboratory	175.00
5761 Lower Partial-Laboratory	175.00

Fixed Prosthodontics

6210 Gold-Full Cast Pontic	market
6212 Semiprecious-Full Cast Pontic	650.00
6240 Porcelain-Gold Pontic	725.00
6252 Porcelain-Semiprecious Pontic	625.00
6545 Maryland Bridge	450.00

6750	Porcelain-Gold Abutment	725.00
6752	Porcelain-Semiprecious Abutment	625.00
6790	Gold-Full Cast Abutment	market
6792	Semiprecious-Full Cast Abutment	650.00

Other Prosthetic Services

6920	Recementation of Maryland Bridge	60.00
6930	Recement Bridge	60.00

Oral Surgery

7110	Single Extraction	65.00
7110	Single Extraction(third molar)	75.00
7120	Additional Extractions (each)	65.00
7120	Additional Extractions(third molar)	75.00
7210	Surgical Extraction	90.00
7210	Surgical Extraction(third molar)	105.00
7220	Soft Tissue Impaction	165.00
7230	Partial Bony Impaction	225.00
7240	Full Bony Impaction	275.00
7250	Removal of Residual Root Tip	85.00
7260	Fistula Closure	275.00
7281	Exposure of Unerupted/Impacted Tooth	95.00
7285	Hard Tissue Biopsy (exc. path report)	195.00
7286	Soft Tissue Biopsy (exc. path report)	195.00
7310	Alveoloplasty With Extractions	105.00
7320	Alveoloplasty Without Extractions	185.00
7321	Tuberosity Reduction	95.00
7425	Operculectomy	65.00
7452	Excision of Hyperplastic Tissue-Quadrant	105.00
7510	Incision & Drainage Intraoral	175.00

Miscellaneous

9110	Pallitive Treatment	70.00
9240	Nitros Oxide Analgesia	40.00
9910	Desensitizing Medicaments	15.00
9941	Athletic Mouthguard	85.00

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ROBIN RODENBERG
COUNTY CLERK
03 JUL 15 AM 11:17
UPSHOJA COUNTY, TX.
BY _____
DEPUTY

I, Brenda Patterson, Chairman of the Republican Party of Upshur County, in accordance with Texas Election Code section 32.002, hereby submit the following names as election judges and alternate election judges for the term beginning August 1, 2003. All of these individuals meet eligibility requirements and are willing to serve.

- Pct. 1 Jack Pool 4487 Bobolink Rd Gilmer, TX 75645 903-734-5180
- Pct. 2 Danny Riley 7311 Pacal Rd Gilmer, TX 75645 903-734-7100
- Pct. 3 Mark Westin 1021 Fir Rd Gladewater, TX 75647 903-845-5159
- Pct. 4 Darren Nolte Rt 2 Box 151 1/2 Gladewater, TX 75647 903-759-3780
- Pct 5 Jerry Laden 6109 Lakewood Drive Gilmer, TX 75645 903-734-4012
- Pct 6
- Pct. 7 Cal Arnold 304 Lantana Rd. Gilmer, TX 75644 903-797-2099
- Pct 8 Cecil Blakely 2306 Hwy 259 N Diana, TX 75640 903-968-6447
- Pct. 9 Mary Muckleroy 6047 FM 726 N Diana, TX 75640 903-968-3250
- Pct. 10 Allen Weatherford 14353 FM 1975 Pittsburg, TX 75686 903-855-1777
- Pct 11 Linda Powell 4573 Powell Rd Gilmer, TX 75644 903-762-2713
- Pct 12 Betty Baird PO Box 671 Big Sandy, TX 75755 903-636-4385
- Pct 13 Cliff Barnes PO Box 118 Gilmer, TX 75644 903-734-6091
- Pct. 14 Joyce Hugman 1901 E Lake Dr. Gladewater, TX 75647 903-845-5230
- Pct. 15 Amy Ratcliffe 516 W. Scott Gilmer, TX 75644 903-843-5831
- Pct 16 Aaron Patterson 7321 Coyote f.d. Gilmer, TX 75644 903-762-2120
- Pct. 17 Gary Glass 13556 FM 2088 Winnsboro, TX 74494 903-725-6842
- Pct 18
- Pct. 19 Lloyd Glenn Leach 12223 State Hwy 154 W Winnsboro, TX 75494 903-725-6090
- Pct. 20 Mark Vogl 7082 FM 1795 Big Sandy, TX 75755 903-725-3175

Signature: Brenda Patterson Date: 06-30-03

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ROBIN RUDENBERG
COUNTY CLERK
03 JUL 15 AM 11:18
UPSHUR COUNTY, TX.
DEPUTY

ALTERNATE JUDGES

1. MARY JO MOORE
902 BLUE BIRD ROAD
GILMER, TEXAS 75645
734-5220

2. EVETTE EVANS
4102 KINGS WAY
GLADEWATER, TEXAS 75647
845-7397

3. DOROTHY POTICHKO
107 WOODLANDS TRAIL
GLADEWATER, TEXAS 75647
845-6896

4 ALICE BROWN
563 MAIN STREET
GILMER, TEXAS 75644
759-4230

5. PAMELA PYEATT
6736 PENGUIN
GILMER, TEXAS 75645

6 JANE HANKINS
2787 HANKINS
DIANA, TX

AGNES HIX
11682 KILLDEE RD
DIANA, TX. 75640

7 DONNA WHITAKER
310 E HARRISON
GILMER, TEXAS 75644
843-6303

8 CHARLES NARRAMORE
RT 1 BOX 307
DIANA, TEXAS 75640
663-1336

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ROBIN RODENBERG
COUNTY CLERK
03 JUL 15 AM 11:17
UPSHUR COUNTY, TX.
BY _____
DEPUTY

9 HELEN HOLLINS
6894 FM 555
GILMER, TEXAS 75644

10. DEBRA MONTS
10584 FM 2796
PITTSBURG, TX 75686
762-6660

11 W DUANE TUCKER
1340 DAHLIA
GILMER, TEXAS 75644

12 SUSAN WALTON
307 W. COTTON
BIG SANDY, TX 75755

13. BARBARA HOLLOWAY
RT 2 BOX 733
BIG SANDY, TX 75755
734-5488

14 FERN ARTERBURN
8093 LUCUST ROAD
GILMER, TEXAS 75645
734-4252

15 LINDA HELPENSTILL
1019 BROOKSY
GILMER, TEXAS 75644

16 EULALEE FIELDEN
630 FM 2088
GILMER, TEXAS 75644
762-2425

17 JEWELL RICHARDS
7033 FM 2088
GILMER, TEXAS 75644
725-5780

FILED
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CLERK
03 JUL 15 AM 11:18
UPSHUR COUNTY, TX.
BY _____
DEPUTY

18. BETTY ROBERTS
5902 GIRAFFE
GILMER, TEXAS 75644
725-6239

JANICE DACUS
149 PR 4252
WINNSBORO

19. LINDA BLACKSTONE
2536 ELK ROAD
GILMER, TEXAS 75644
725-5349

20 CLAUDETTE BUNN
4500 FM 1795
GILMER, TEXAS 75644
725-7545

FILED
ROBIN KODENBERG
COUNTY CLERK
03 JUL 15 AM 11:18
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Upshur County Child Protection Board, Inc.

P.O. Box 1155

Gilmer, Texas 75644

July 8, 2003

Upshur County Judge Dean Fowler and
Upshur County Commissioners
P O Box 730
Gilmer, Texas 75644

Dear Judge Fowler and Commissioners:

The Upshur County Child Protection Board would like to submit the following person for your approval.

Barbara "Gay" Wilkins, 882 Tan Oak Rd., Big Sandy, Texas 75755 works as an RN employed by ETMC Home Health. She is married to Danny and they have two children, Lauren, who is a Senior at Big Sandy High School, and Sydney, who is a Junior. They moved from Houston to this area about 5 years ago. We feel that Gay will be beneficial to our organization.

We hope that this individual will meet with your approval.

Sincerely,



Jimmy Coulter, President
Upshur County Child Protection Board

APPROVED


FILED
ROBIN RODENBERG
COUNTY CLERK
03 JUL 15 AM 11:18
UPSHUR COUNTY, TX.
BY _____
DEPUTY

**GRANT OF PROFIT FOR THE SALE OF
CLAY**

THE STATE OF TEXAS {
COUNTY OF UPSHUR {

KNOW ALL MEN BY THESE PRESENTS:

GRANTING CLAUSE

That I, Bill Higginbotham, (hereinafter referred to as Grantor or Owner), of 1014 Main Street, Gladewater, Texas 75647, am the owner of a 19.291 acre tract situated in the William King Survey, Abs. No. 264, Upshur County, Texas, and known in Warranty Deed Recorded in Vol.238, Page 495, Official Records of Upshur County, Texas, and being more specifically described in Exhibit "A", attached hereto and to which reference is made for all purposes as if occupied verbatim herein. Said parcels of land are marked on the attached plat identified as Exhibit "B", and to which reference is made for all purposes.

For the consideration hereafter set forth, the above stated owner does hereby grant and demise unto Upshur County, Texas, by and through its County Engineer, P.O. Box 730, Gilmer, Texas, 75644 (hereinafter called Grantee), the following profits, rights, and privileges in, upon and across the above described property:

- A. The right to remove over a (3) year period clay from the herein designated areas of the above described real property under the terms and conditions set forth in this instrument; and
- B. The right of ingress and egress onto said property for the purpose of removing said clay;

CONSIDERATION

In consideration for the grant herein made, the Grantee shall pay to Bill Higginbotham the sum of \$ 1.25 per cubic yard for iron ore/clay removed from the designated premises during the term of this agreement.

TERMS AND CONDITIONS OF THIS AGREEMENT

It is clearly understood by and between all parties hereto that the Grantee shall have the right from the date of this agreement until December 31, 2006, to remove iron ore/ clay from said property.

Within sixty (60) days of completion of clay removal the Grantee shall smooth to grade the areas of land where the clay has been removed.

This agreement is subject to any and all applicable State and Federal laws.

NO TITLE INTEREST IN LAND IS BEING CONVEYED HEREBY. ONLY THE RIGHT TO MINE AND REMOVE THE CLAY MATERIAL IS BEING GRANTED.

INDEMNIFICATION

The Grantor/Owner herein shall not be liable for any injuries or damage suffered or caused by the Grantee, its agents, employees, contractors, invitees or licensees. This includes any and all damages caused or suffered due to accidents or otherwise, whether occurring or happening on the premises or off the premises and regardless if same is incurred during the course of fulfilling this contract. The Grantee shall fully indemnify and hold Grantor harmless from any and all liability caused or incurred by the Grantee, its invitees, licensees, contractors, employees and agents. The Grantee must use its utmost care in not damaging or injuring any livestock located on the premises or causing damage to adjoining land and it is responsible for such damages or injury. *The Grantor does not assume any responsibility for damages suffered by the Grantee, its equipment, or the person or equipment of any subcontractors or truck haulers.* The Grantor is not aware of any hidden defects and therefore assumes no liability of any unknown defects in the land conditions exists or arise. Grantee assumes all liability herein stated under the conditions of the land, "AS IS."

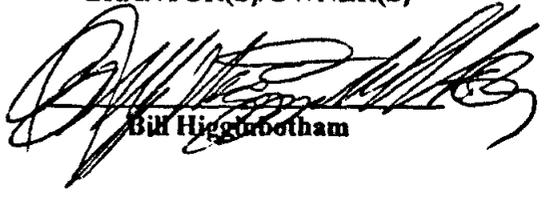
ASSIGNMENT AND AMENDMENT

This agreement and the rights contained herein are not assignable and this agreement constitutes the sole understanding between all of the parties. It shall not be amended unless agreed to in writing by both the Grantor and Grantee.

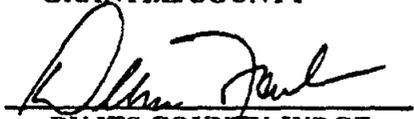
When the context requires, singular nouns and pronouns include in the plural.

Executed in triplicate originals this the 7 day of July, 2003

GRANTOR(S)/OWNER(S)


Bill Higginbotham

GRANTEE/COUNTY


BY ITS COUNTY JUDGE

FILED
ROBIN ROEDERBERG
COUNTY CLERK
US JUL 15 AM 11:18
UPSHUR COUNTY, TX.
BY _____
DEPUTY

GRANTORS(S)/OWNER(S) ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared Bill Higginbotham, known to me to be the person(s) whose name is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed same for purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 7 day of July, 2003.



Kristin Culbertson
Notary Public

GRANTEE/COUNTY ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared Dean Fowler, known to me that same was the act of Upshur County for the purposes and consideration therein pressed, and in the capacity stated.

GIVEN under my hand and seal of office, this 15 day of July, 2003.



Kristin Culbertson
Notary Public

FILED
ROBIN RODENBERG
COUNTY CLERK
03 JUL 15 AM 11:18
UPSHUR COUNTY, TX.
BY _____
DEPUTY

008158

AFTER RECORDING RETURN TO:
 Bill Higginbotham
 5303 Darney
 Longview, Texas 75604
 FILED BY PROFESSIONAL TITLE

WARRANTY DEED WITH VENDOR'S LIEN

October 16, 1996

Grantor: BELLE LOFLAND N/K/A BELLE LOFLAND SPEAR, a single person
 Grantor's Address: 311 East Twilight
 Longview, Gregg County, Texas 75604
 Grantee: BILL HIGGINBOTHAM SR. and KATHY HIGGINBOTHAM
 Grantee's Address: 5303 Darney
 Longview, Gregg County, Texas 75604

Consideration:

TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, and a note of even date herewith that is in the principal amount of \$14,950.00, and is executed by Grantee, payable to the order of Belle Lofland Spear. The note is secured by a vendor's lien retained in favor of Belle Lofland Spear in this Deed and by a Deed of Trust of even date herewith from Grantee to ROBERT R. BREWER, Trustee.

Property:

All that certain 20.239 acres of land lying in the William King H3 Survey, Abs. No. 264, Upshur County, Texas, and being off of the North side of a certain 48.822 acre tract deeded to Roy Brown by the Farmers and Merchants National Bank of Gilmer, Texas, and more fully described as follows:

BEGINNING at a steel stake at the NEC of the original 48.822 acre tract;

THENCE S 25 deg. E 666.3 feet with the EBL of the original 48.822 acre tract to a steel stake for corner, same being the NEC of a 13.583 acre tract heretofore sold by Roy Brown;

THENCE West 1280.9 feet with the NBL of said 13.583 acre tract to the NWC of same, said corner being on the East edge of a County Road;

THENCE N 48 deg. W 795 feet with the East or North side of said road to a stake at the NWC of the original 48.822 acre tract;

THENCE N 89 deg. 40 min. E 1664 feet with the NBL of said original 48.822 acre tract to the place of beginning, and containing 20.239 acres.

Reservations from and Exceptions to Conveyance and Warranty:

All prior sales and/or reservations of oil, gas and other minerals made by Grantors' predecessors in title, as well as to any and all validly existing encumbrances, conditions and restrictions, any zoning ordinances, and any and all rights of way and easements of record in Upshur County, Texas or which are visible and apparent from an examination of the premises.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Grantor retains a first and superior vendor's lien against and superior title to the property.

Belle Lofland Spear
 BELLE LOFLAND SPEAR

VOL 64 PG 860

VOL 238 PG 496

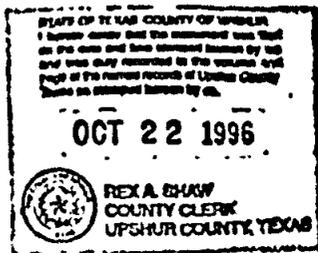
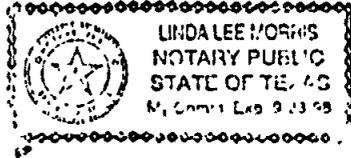
99196-1090Higginsbottom.B

STATE OF TEXAS

THE COUNTY OF GREGG

This instrument was acknowledged before me on October 16, 1996, by BELLE LOFLAND SPEAR.

Linda Lee Morris
Notary Public, State of Texas



FILED
REX A. SHAW
COUNTY CLERK
UPSHUR COUNTY, TX
96 OCT 22 11 08:21
BY *[Signature]*
DEPUTY

008159

AFTER RECORDING RETURN TO:
BELLE LOFLAND SPEAR
311 East Twilight
Longview, Texas 75604
FILED BY PROFESSIONAL TITLE

DEED OF TRUST

October 16, 1996

Grantor: BILL HIGGINBOTHAM SR. and KATHY HIGGINBOTHAM
Grantor's Address: 5303 Darney
Longview, Gregg County, Texas 75604
Trustee: Robert R. Brewer
Trustee's Address: 811-A Gilmer Road, Longview, Texas 75604
Beneficiary: BELLE LOFLAND n/k/a BELLE LOFLAND SPEAR
Beneficiary's Address: 311 East Twilight
Longview, Gregg County, Texas 75604

Note(s)

Date: October 16, 1996
Amount: \$14,950.00
Maker: BILL HIGGINBOTHAM SR. and KATHY HIGGINBOTHAM
Payee: BELLE LOFLAND n/k/a BELLE LOFLAND SPEAR
Final Maturity Date: October 15, 2003
Terms of Payment: as therein provided

Property (including any improvements):

All that certain 20.239 acres of land lying in the William King HR Survey, Abs. No. 264, Upshur County, Texas, and being off of the North side of a certain 48.822 acre tract deeded to Roy Brown by the Farmers and Merchants National Bank of Gilmer, Texas, and more fully described as follows:

BEGINNING at a steel stake at the NEC of the original 48.822 acre tract;
THENCE S 25 deg. E 666.3 feet with the EBL of the original 48.822 acre tract to a steel stake for corner, same being the NEC of a 13.583 acre tract heretofore sold by Roy Brown;
THENCE West 1280.9 feet with the NBL of said 13.583 acre tract to the NWC of same, said corner being on the East edge of a County Road;
THENCE N 48 deg. W 795 feet with the East or North side of said road to a stake at the NWC of the original 48.822 acre tract;
THENCE N 89 deg. 40 min. E 1664 feet with the NBL of said original 48.822 acre tract to the place of beginning, and containing 20.239 acres.

Prior Lien(s) (including recording information): NONE
Other Exceptions to Conveyance and Warranty: NONE

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense

Grantor's Obligations

Grantor agrees to:

1. keep the property in good repair and condition,
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this Deed of Trust,
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approved a smaller amount in writing;
 - b. contains an 80% coinsurance clause,
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;

- e. provides flood insurance at any time the property is in a flood hazard area; and
- f. contains such other coverages as Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. keep any buildings occupied as required by the insurance policy; and
8. If this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.
9. provide Beneficiary with proof of payment of all property taxes prior to December 31st of each calendar year.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holder of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement then Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended, and
 - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty, and
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance

General Provisions

1. If any of the property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's Deed conveying the property will be presumed to be true.
3. Proceedings under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute any election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation and from damages caused by public works or constructions on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rents and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the note and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law, any interest in excess of that maximum amount shall be credited on the principal of the debt, or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration of prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term note includes all sums secured by this Deed of Trust.
11. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term Grantor shall include Maker.
13. Grantor represents that this Deed of Trust and the note are given for the following purposes:
The debt evidenced by the note is in part payment of the purchase price of the property; the debt is secured by this Deed of Trust and by a vendor's lien on the property, which is expressly retained in Deed of even date herewith given by Belle Lofland n/k/a Belle Lofland Spear to Grantor herein. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The Deed is incorporated into this Deed of Trust;

14. If all or any part of the property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

[Signature]
BILL HIGGINBOTHAM SR.

[Signature]
KATHY HIGGINBOTHAM

STATE OF TEXAS
COUNTY OF GREGG

This instrument was acknowledged before me on October 16, 1996, by BILL HIGGINBOTHAM SR. and KATHY HIGGINBOTHAM.

UNDA LEE MORRIS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp 9-23 98

[Signature]
Notary Public, State of Texas

STATE OF TEXAS CERTIFICATE OF RECORDATION
I hereby certify that the instrument was filed
on the date and time hereon herein by me
and that the same is duly recorded in the volume and
page of the indexed records of Upshur County
Texas as attached hereto by me.
OCT 22 1996
REX A. SHUP
COUNTY CLERK
UPSHUR COUNTY, TEXAS

FILED
REX A. SHUP
COUNTY CLERK
96 OCT 22 AM 8:21
UPSHUR COUNTY, TX
DEPUTY

UPSHUR COUNTY

JURY SELECTION SYSTEM

02 Jul 2003

THE SOFTWARE GROUP, INC

JUNE-2003 GRAND JURY 07/01/03
Check Register for 07/02/03

PAGE 1

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
122536-APCA	Mr JON WILLIAMSON	JON WILLIAMSON	143984	07/02/2003	\$10 00		115
122537-APCA	Mr BERNARD RAYMOND SMITH	BERNARD RAYMOND SMITH	191975	07/02/2003	\$10 00		115
122538-APCA	Mr CARLOS MUNOZ	CARLOS MUNOZ	161456	07/02/2003	\$10 00		115
122539-APCA	Mr CHARLES ELWYN HARRISON	CHARLES ELWYN HARRISON	190145	07/02/2003	\$10 00		115
122540-APCA	Ms DONNA LYNN LOUVIER	DONNA LYNN LOUVIER	150154	07/02/2003	\$10.00		115
122541-APCA	Ms LINDA KAY DEAN	LINDA KAY DEAN	3346	07/02/2003	\$10 00		115
122542-APCA	Mr. SCOTT DWAYNE NOLAN	SCOTT DWAYNE NOLAN	150523	07/02/2003	\$10 00		115
122543-APCA	Ms SELENIA MORGAN	SELENIA MORGAN	218763	07/02/2003	\$10 00		115
122544-APCA	Ms MARTHA P SHIPP	MARTHA P SHIPP	218764	07/02/2003	\$10 00		115
122545-APCA	Ms CHARLES RAY EWINGS	CHARLES RAY EWINGS	211122	07/02/2003	\$10 00		115
122546-APCA	Mr ELTON EUGENE LEATHERWOOD	ELTON EUGENE LEATHERWOOD	2436	07/02/2003	\$10 00		115
122547-APCA	Mr COY WAYNE MILLER JR	COY WAYNE MILLER JR	193293	07/02/2003	\$10 00		115

\$120 00

Check Amounts
12 records listed.

FILED
ROBIN ROSENBERG
COUNTY CLERK
03 JUL 15 AM 11:18
UPSHUR COUNTY, TX.
BY _____
DEPUTY

vol 64 pg 864

ATTENDANCE SIGN-IN SHEET
 LOCATION: DESEUR COUNTY COMMISSIONERS COURT
 DATE: , 2003

1. Bob Farrell	1.
2. A.J. [unclear]	2.
3. Charles Daniels	3. Bldg maint
4. Michael Wilson	4. Road & Bridge Dept
5. Daria [unclear]	5. [unclear]
6. Mike Smith	6. County
7. Arnold [unclear]	7.
8. Carolyn Bullock	8.
9. Phillip Williams	9. Gladenator Muro
10. [unclear] Harris	10. Hilmer
11. DAVID Griffith	11. Glenwood
12.	12.
13.	13.
14.	14.
15.	15.
16.	16.
17.	17.
18.	18.
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24.	24.
25.	25.

BY _____
 U. SHERIFF COUNTY, TX.
 DEPUTY

03 JUL 15 AM 11:18
 FILED
 ROBIN RODENBERG
 COUNTY CLERK

VOL 64 PG 866