

FILED  
ROBIN RODENBERG  
COUNTY CLERK

**NOTICE OF MEETING**  
**COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS**  
**TUESDAY, SEPTEMBER 30, 2003, 9:00 AM, REGULAR SESSION**  
**3<sup>RD</sup> FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS**

SEP 26 PM 4: 12  
UPSHUR COUNTY, TX.

**AGENDA**

BY \_\_\_\_\_  
DEPUTY

1. Consider and take action on approval of:
  - A. Budget amendments;
  - B. Payroll;
  - C. Accounts payable;
  - D. Applications for use of Upshur County roads and rights-of-way;
  - E. Accept for recording any and all Bonds, Oaths, Deputations and Certificates; and
  - F. Accept for recording the monthly report of State and County taxes summary.
2. Verify and accept for recording Sheriffs' and Constables' Fees for fiscal year 2004.
3. Discuss and take action on Resolution authorizing the new County Judge to act in all matters pertaining to the County's participation in the TCDP program.
4. Discuss and take action on Interlocal Agreement Supplement Specific Approval for Project with reference to the following entities:
  - A. Ore City - maintenance work on various city streets;
  - B. City of Gilmer - repair of Cherokee Trace between Red Bud St. and Madeleine St.;
  - C. City of Gilmer - repair and maintenance work for the Yamboree Association; and
  - D. Gilmer ISD - build parking lot for the new athletic center on the north side of Buffalo St.
5. Discuss and take action on sale of County phone systems.
6. Discuss and take action on Holiday Dates for 2004.
7. Discuss and take action on request by Upshur County Clerk concerning expenditures from records management fund.
8. Discuss and take action on recorded requirements for plats.
9. Discuss and take action on renewal of State Travel Charge Card Program.
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.

  
Dean Fowler  
Upshur County Judge

COPY

UPSHUR COUNTY COMMISSIONER'S COURT

SEPTEMBER 30, 2003

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

10. COURT WENT INTO EXECUTIVE SESSION AT 9:05 AM.

COURT RECONVENED INTO OPEN SESSION AT 9:15 AM.

11. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO AUTHORIZE DAVID GRIFFITH TO COLLECT ON JAIL ROOF. MOTION CARRIED.

1. A. MOTION BY JOEY ORMS SECONDED BY BUDDY FERGUSON TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. COPY ATTACHED.

B. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO APPROVE THE PAYROLL REGISTER. MOTION CARRIED. COPY ATTACHED.

C. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE ACCOUNTS PAYABLE. MOTION CARRIED.

BILLS PREVIOUSLY APPROVED PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

D. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO APPROVE THE FOLLOWING APPLICATIONS FOR USE OF COUNTY ROADS AND RIGHT OF WAY:

PERMIT APPLICATION SUBMITTED BY RICK WACLAWCZYK TO PLACE A CULVERT WITHIN ROW OF REDWOOD ROAD.

PERMIT APPLICATION SUBMITTED BY MRS. LARRY HAGLER TO PLACE A CULVERT WITHIN ROW OF N. POINT PLEASANT ROAD.

PERMIT APPLICATION SUBMITTED BY LONIE DOWD TO PLACE A CULVERT WITHIN ROW OF REDWOOD ROAD.

PERMIT APPLICATION SUBMITTED BY STEVE JOHNSON TO PLACE A CULVERT WITHIN ROW OF BOB-O-LINK ROAD.

PERMIT APPLICATION SUBMITTED BY CAROLYN PERRY TO PLACE A CULVERT WITHIN ROW OF ALMOND ROAD.

PERMIT APPLICATION SUBMITTED BY ETEX TELEPHONE TO PLACE A CULVERT WITHIN ROW OF SARA ROAD.

PERMIT APPLICATION SUBMITTED BY KEN LOYD TO PLACE A CULVERT WITHIN ROW OF FERN ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY BRADLEY CONTRACTORS TO HAUL ON PECAN ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY ACE TRANSPORTATION TO HAUL ON CHINABERRY ROAD.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND BRUCE CRABTREE.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND PAUL MAY.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND CLIFF ASKEW.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND BETTY BOWERS.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND TOM SIMPSON.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND WILLIE MOORE.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND EVELYN HAYDEN.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND WILLIE HENDERSON.

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

E. NO BONDS, OATHS, DEPUTATIONS OR CERTIFICATES WERE SUBMITTED FOR RECORDING.

F. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO RECORD THE MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY. MOTION CARRIED. JULY AND AUGUST REPORTS ATTACHED.

2. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO APPROVE THE FEES AS STATED ON THE SHERIFFS' AND CONSTABLES' FEE UPDATE WITH THE REDUCTION IN THE FORCIBLE DETAINER FEE TO \$50.00. MOTION CARRIED. COPY ATTACHED.

3. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE THE RESOLUTION AUTHORIZING THE COUNTY JUDGE TO ACT IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TCDP PROGRAM. MOTION CARRIED. COPY ATTACHED.

4. A. MOTION BY BUDDY FERGUSON SECONDED BY JOEY ORMS TO APPROVE THE MAINTENANCE WORK ON VARIOUS STREETS IN ORE CITY. MOTION CARRIED. INTERLOCAL AGREEMENT ATTACHED.

B. MOTION BY GARY DRENNAN SECONDED BY RICK JACKSON TO APPROVE REPAIRS ON CHEROKEE TRACE BETWEEN REDBUD STREET AND MADELEINE STREET. MOTION CARRIED. INTERLOCAL AGREEMENT ATTACHED.

C. MOTION BY JOEY ORMS SECONDED BY GARY DRENNAN TO APPROVE REPAIR AND MAINTENANCE WORK FOR THE YAMBOREE ASSOCIATION. MOTION CARRIED. INTERLOCAL AGREEMENT ATTACHED.

D. MOTION BY GARY DRENNAN SECONDED BY JOEY ORMS TO APPROVE BUILDING A PARKING LOT FOR THE NEW ATHLETIC CENTER ON THE NORTH SIDE OF BUFFALO STREET. MOTION CARRIED. INTERLOCAL AGREEMENT ATTACHED.

5. MOTION BY BUDDY FERGUSON SECONDED BY JOEY ORMS TO APPROVE GOING OUT FOR BIDS FOR THE SALE OF THE COUNTY PHONE SYSTEM. SHUT OFF DATE TO RECEIVE BIDS IS NOVEMBER 13. BIDS TO BE OPENED NOVEMBER 14. MOTION CARRIED.

6. MOTION BY JOEY ORMS SECONDED BY GARY DRENNAN TO APPROVE THE HOLIDAY DATES FOR 2004. MOTION CARRIED. COPY ATTACHED.

7. MOTION BY JOEY ORMS SECONDED BY BUDDY FERGUSON TO APPROVE THE COUNTY CLERKS REQUEST CONCERNING EXPENDITURES FROM RECORDS MANAGEMENT FUND. MOTION CARRIED. COPY ATTACHED.

8. MOTION BY BUDDY FERGUSON SECONDED BY JOEY ORMS TO APPROVE THE APPOINTMENT OF A COMMITTEE TO CREATE STANDARDS FOR PLAT RECORDING. MOTION CARRIED. COMMITTEE WILL CONSIST OF:

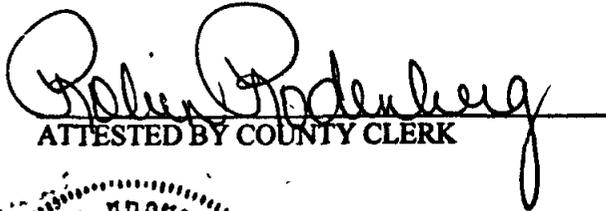
COUNTY ROAD ENGINEER  
DESIGNATED REPRESENTATIVE OF UPSHUR COUNTY FOR ON SITE  
SEWAGE FACILITY  
COUNTY SURVEYOR  
COUNTY CLERK  
COUNTY JUDGE

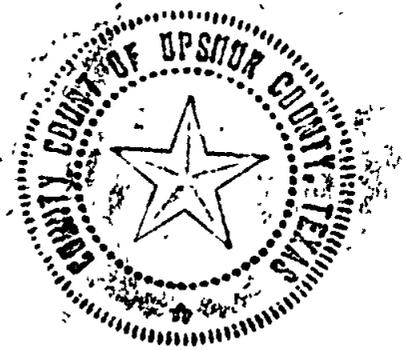
9. MOTION BY JOEY ORMS SECONDED BY GARY DRENNAN TO APPROVE RENEWAL OF STATE TRAVEL CHARGE CARD PROGRAM. MOTION CARRIED. NO COPIES SUBMITTED TO COUNTY CLERK.

MOTION BY BUDDY FERGUSON SECONDED BY RICK JACKSON TO ADJOURN. MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

JURY LIST PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

  
ATTESTED BY COUNTY CLERK



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 30<sup>th</sup> day of September, 2003.

[Signature]  
County Judge

[Signature]  
Commissioner Precinct #1

[Signature]  
Commissioner Precinct #2

[Signature]  
Commissioner Precinct #3

[Signature]  
Commissioner Precinct #4

Passed and approved by the Commissioners Court of Upshur County on the 30<sup>th</sup> day of September, 2003 as the same appears on file in the office of the County Clerk of Upshur County.

UPSHUR COUNTY  
BUDGET AMENDMENTS

The following budget amendments were approved on this the 30<sup>th</sup> day of  
September, 2003

DEAN FOWLER, County Judge

Joey Orms, Commissioner, Pct. 1

JOE FERGUSON, Comm. Pct. 2

Rick Jackson, Comm. Pct. 3

Gary Drennan  
GARY DRENNAN Comm. Pct. 4

FY 2003  
FROM

September 30, 2003

LINE ITEM TRANSFER BUDGET AMENDMENTS  
TO

			10-401-1200 Salary Regular	\$ 1,828.26
			10-401-1900 Salary Supplements	\$ 816.68
			10-401-2150 Soc Sec Tax	\$ 49.54
10-401-1000 Salary Elected	\$ 10,335.32		10-401-2300 Retirement	\$ 532.58
10-401-2450 Unemployment	\$ 6.89		10-403-1300 Parttime Empl	\$ 2,332.45
10-401-4502 Education	\$ 463.93		10-403-3030 Stationery, books	\$ 43.92
10-403-1200 Salary Regular	\$ 6,702.42		10-405-1100 Salary Appt	\$ 6.00
10-403-2150 Soc Sec	\$ 969.74		10-405-2300 Retirement	\$ 17.80
10-403-2300 Retirement	\$ 1,591.38		10-409-3080 Postage	\$ 1,570.83
10-403-2450 Unemployment	\$ 83.30		10-409-4140 Delinquent Tax Atty	\$ 24,984.52
10-403-3095 Books	\$ 208.87		10-409-4175 Postmortem	\$ 6,250.00
10-403-4445 Records Indexing	\$ 6,208.26		10-409-4200 Property Insurance	\$ 72.00
10-403-4502 Education	\$ 649.01		10-409-4410 Service Agreements	\$ 936.31
10-403-4600 Assoc Dues	\$ 20.00		10-409-4811 Indigent Cemetery	\$ 795.00
10-403-5400 Office Equipt	\$ 685.00		10-410-4330 Local Telephone	\$ 436.63
10-403-5450 Furniture/fixtures	\$ 105.02		10-410-4335 Long Distance	\$ 147.12
10-409-4495 Contracted Services	\$ 12,585.64		10-411-1900 Salary Supplements	\$ 1,005.00
10-411-1200 Salary Regular	\$ 8,880.88		10-411-3070 Other Computer	\$ 16.21
10-426-1200 Salary Regular	\$ 10,627.98		10-411-4495 Contracted Services	\$ 1,856.19
10-435-4010 Petit Jury	\$ 13,220.01		10-426-4010 Petit Jury	\$ 730.00
10-435-5450 Furniture/fixtures	\$ 10,662.00		10-426-4015 Court Reporter	\$ 450.00
10-450-1200 Salary Regular	\$ 5,325.00		10-426-4110 Senate 7 appts	\$ 2,100.00
10-450-3380 Misc Exp	\$ 1,500.00		10-426-4120 Ct Appt Cvil	\$ 350.00
10-451-3030 Pnnted Stationery	\$ 1,953.14		10-426-4135 Ct Costs	\$ 375.00
10-452-1200 Salary Regular	\$ 1,331.22		10-435-2150 Soc Sec Tax	\$ 555.46
10-454-1300 Parttime Employee	\$ 3,400.00		10-435-3010 General Office	\$ 317.95
10-476-4135 Ct Costs	\$ 2,583.79		10-450-3010 General Office	\$ 74.97
10-476-4145 Transcripts	\$ 2,284.00		10-451-1200 Salary Regular	\$ 90.00
10-476-4485 Investigative Exp	\$ 2,739.23		10-451-2300 Retirement	\$ 50.06
10-490-3040 Election Materials	\$ 3,787.01		10-451-3010 General Office	\$ 120.87
10-499-2150 Soc Sec	\$ 1,553.84		10-451-4520 Travel	\$ 173.74
10-499-3080 Postage	\$ 2,427.33		10-451-4800 Bldg Lease	\$ 200.00
10-499-4502 Education	\$ 1,994.40		10-451-5400 Office Machines	\$ 129.68
10-509-1300 Parttime Employee	\$ 3,357.00		10-453-1200 Salary Regular	\$ 18.00
10-509-5500 Vehicles	\$ 6,714.68		10-453-2300 Retirement	\$ 31.04
10-560-1200 Salary Regular	\$ 9,877.13		10-453-3010 Office Supplies	\$ 2.59
			10-453-4502 Education Exp	\$ 504.82
			10-453-4520 Mileage	\$ 163.86
			10-454-1200 Salary Regular	\$ 26.00
			10-454-3010 Office Supplies	\$ 129.17
			10-454-4700 Equipt	\$ 10.06
			10-476-2300 Retirement	\$ 75.99
			10-476-3200 Gasoline	\$ 85.60
			10-476-4480 Labor	\$ 40.00
			10-490-1500 Election Workers	\$ 50.00
			10-490-4750 Facilities Lease	\$ 125.00
			10-495-1200 Salary Regular	\$ 13.12
			10-495-2300 Retirement	\$ 41.91
			10-495-4495 Contracted Services	\$ 50.00
			10-495-4502 Education Exp	\$ 12.28

10-497-1200	Salary Regular	\$ 5,269.52
10-497-1300	Parttime Empl	\$ 351.05
10-497-2150	Soc Sec Tax	\$ 562.82
10-497-2300	Retirement	\$ 816.47
10-499-2300	Retirement	\$ 115.21
10-499-3010	Office Supplies	\$ 2,018.34
10-509-3010	Office Supplies	\$ 15.25
10-509-4430	Equipt	\$ 87.52
10-510-1200	Salary Regular	\$ 284.02
10-510-2300	Retirement	\$ 65.21
10-510-3380	Misc Exp	\$ 497.20
10-510-3390	Hand Tools	\$ 10.33
10-510-3480	Janitorial	\$ 3.59
10-510-4300	Electricity	\$ 176.06
10-510-4310	Water	\$ 1,229.27
10-510-4320	Natural Gas	\$ 128.76
10-510-4495	Contracted Services	\$ 2,474.99
10-514-3380	Misc Exp	\$ 2,501.99
10-514-4310	Water	\$ 1,842.00
10-514-4320	Natural Gas	\$ 1,297.86
10-514-4480	Labor	\$ 335.75
10-514-4495	Contracted Services	\$ 2,860.00
10-514-5100	Facilities Improvement	\$ 2,206.00
10-551-2300	Retirement	\$ 12.78
10-552-2300	Retirement	\$ 12.78
10-553-2300	Retirement	\$ 12.78
10-554-2300	Retirement	\$ 12.78
10-554-3010	General Office	\$ 6.89
10-554-3200	Gasoline	\$ 33.61
10-560-3010	General Office	\$ 562.25
10-560-3105	Investigative	\$ 164.50
10-560-3110	Uniforms	\$ 329.86
10-560-3200	Gasoline	\$ 4,194.53
10-560-3380	Misc Exp	\$ 94.72
10-560-3420	Vehicle Repair	\$ 392.96
10-560-4480	Labor	\$ 1,398.70
10-560-5350	Comm Equipt	\$ 431.85
10-565-1200	Salary Regular	\$ 11,440.13
10-565-1300	Parttime Empl	\$ 833.54
10-565-2300	Retirement	\$ 763.04
10-565-3010	General Office	\$ 41.90
10-565-3115	Personal Items	\$ 412.67
10-565-3125	Prescriptions	\$ 11,738.53
10-565-4480	Labor	\$ 185.00
10-565-4501	Transport Prisoners	\$ 36.47
10-565-4860	Prisoner Medical	\$ 2,390.00
10-565-5450	Furniture/fixtures	\$ 1,600.00
10-575-2150	Soc Sec Tax	\$ 154.09
10-580-1200	Salary Regular	\$ 2,062.26
10-580-2150	Soc Sec Tax	\$ 24.50
10-580-2300	Retirement	\$ 195.30
10-580-3380	Other Operating	\$ 84.79
10-642-2300	Retirement	\$ 20.78
10-642-4801	Physician	\$ 27.28

vol. 65 PG 231e

15-611-1200	Salary Regular	\$ 24,089.80	10-642-4802	Prescriptions	\$ 1,425.51
15-611-2300	Retirement	\$ 2,872.05	10-642-4803	Hospital	\$ 16,305.49
15-611-3200	Gasoline	\$ 12,074.48	10-650-1300	Parttime Empl	\$ 638.61
15-611-3210	Diesel	\$ 2,693.19	10-650-3010	General Office	\$ 5.31
15-611-3300	Culverts	\$ 30,371.90	10-650-4495	Other Contract Serv	\$ 83.04
15-611-3420	Tires/tubes	\$ 7,531.81	10-685-4495	Other Contract Serv	\$ 760.77
15-611-3330	Sand/gravel	\$ 23,194.35	15-611-1300	Salary Parttime	\$ 11,316.50
15-611-4470	Other Comm Maint	\$ 1,377.68	15-611-2150	Soc Sec Tax	\$ 742.21
15-611-4480	Other Repairs	\$ 2,825.58	15-611-3010	Office Supplies	\$ 184.32
15-611-4495	Other Contract Serv	\$ 7,859.17	15-611-3340	Road Oil	\$ 52,745.64
15-611-4700	Equipt Lease	\$ 10,255.17	15-611-3420	Vehicle Repair	\$ 1,116.64
15-611-5000	Land/buildings	\$ 5,000.00	15-611-3430	Equipt Repair	\$ 7,675.74
15-611-5100	Facilities Improvement	\$ 12,102.59	15-611-4330	Local Telephone	\$ 889.50
15-611-5650	Other r/b equipt	\$ 3,268.21	15-611-6000	Principal	\$ 73,647.16
15-611-9000	Contingency	\$ 4,174.58	15-611-6500	Interest	\$ 1,352.85
	From Reserves		86-400-2900	Health Claims	\$ 76,081.80
		\$ 284,503.98			\$ 360,585.78

WAL L&S PG 237

EMPLOYEE ID & NAME	TYPE	PAY COMPONENTS		EMPLOYER - PAID CONTRIBUTIONS			CURR	GTD	YTD
		CURR	YTD	TYPE	TXBL	AMOUNT			
TOTALS -- ALL DEPARTMENTS	411	50 00	900 00	FICA	13926 52	GROSS	231,990 40	1334063 55	3834061.25
Total # of Employees 214	BAIL/H	0 00	736 30	INCCCL	4169 20	125AH	152 29	906 86	2788 96
	BALIFF	495 69	8,922 42	INLCO	73 05	125CL	267 23	1603 38	4500.66
	CTFEES	0 00	2,675 17	MDCR	3257 01	125CO	5,010 32	31090 38	88432.63
	CTSECU	50 00	900 00	RET	21181 41	125FC	135 95	815 70	2447.10
	DA/32	0 00	0 00			125NF	502 26	3013 56	6812 78
	H	9,347 67	120,247 29			125TL	106 33	637 98	2342.24
	J-IVE	1,363.25	2,726.50			125UN	1,195 35	7172 10	17998.40
	J-PSD	2,996 74	5,993 48			DEFCCO	262 21	1573 26	4594.78
	J-PSP	811.26	1,622.52			INSPF	228 45	1562 52	3925.02
	J-SA	593 75	1,187 50			RET	15,657 03	90163 03	261897.85
	J-SAID	1,371 00	2,742 00			VALIC	220 00	1320 00	4297 50
	JUV	200 00	3,600 00			NET TXBL	208,481 43	1195767 30	3437948 35
	LAWLIB	64 38	1,158 84			FED W/H	17,993 98	97773 83	294869.09
	LONG	1,534 00	25,336 00			FICA TXBL	224,620 67	1288823 59	3708738 48
	PROB	19,511 50	341,431 00			FICA	13,926 52	79907 43	229943.25
	PROB/H	1,117 00	17,510 00			MEDICARE	3,257 01	18687 83	53776 59
	PROB/D	2,038 75	19,232 50			EIC	0.00	0 00	0.00
	SAL	188,727 83	131,696 82			1012	88 00	528 00	1584.00
	SAL-J	0 00	114,176 00			108B	97 50	585 00	975.00
	SAL-M	469 14	8,444 52			1112	159 94	1259 64	4978.92
	SAL/91	0 00	0 00			1231	300 00	1800 00	5400 00
	SIAI	62 50	1,125 00			791	162 50	975 00	2925 00
	STATE	977 60	16,353 01			878	243 57	1461 42	4384.26
	SUPP	208 34	3,750.12			ALLTEL/PCA	0 00	0 00	0.00
						INSAH	9 85	59.10	78.80
	COMP	0 00	0 00			INSCCL	18 20	109.20	717.80
	HOLIDA	0 00	0 00			INSCD	822 81	4294 79	14564.17
	SICK	0 00	-107 19			INSDL	0 00	0 00	0 00
	SICK/H	11 90	172.36			INSFC	13 20	79 20	237.60
	VAC	0 00	-95 98			INSNF	55 43	332.70	480 60
	VAC/H	119 00	547.40			INSTL	99 58	597 48	2364.94
						IRS	0 00	0 00	0 00
						OTH	424 00	2544 00	7506 00
						PETP	1,872 50	11235 00	37241.12
						PFNB	2,060 00	12360 00	36655 00
						PONB	735 00	4410 00	13027 50
						POSB	0 00	0 00	60 00
						SUP10	125 00	750 00	2310 00
						SUPP9	105 00	630 00	1890.00
						TRUSTEE/2	100 00	600 00	1800.00
						NET PAY	165,583 37	953225 16	2716253 69

PAYROLL CHECK#13965-14085,  
DIRECT DEPOSIT PAYROLL CHECK#130531000-130531092

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

29 Sep 2003

THE SOFTWARE GROUP, INC

Checking Account(s) APCA  
Disbursements Made from 09/30/03 thru 09/30/03

PAGE 1

Check #	HC	Check Date	Vendor	Check Amount
123843-APCA		09/30/03	UPSHUR COUNTY INSURANCE ACCOUN	\$4,242 25
123844-APCA		09/30/03	NATIONWIDE RETIREMENT	\$262 21
123845-APCA		09/30/03	FIRST NATIONAL BANK GILMER	\$34,341 42
123846-APCA		09/30/03	FIRST NATIONAL BANK GILMER	\$17,993 98
123847-APCA		09/30/03	HEALTHFIRST TPA	\$1,195 35
123848-APCA		09/30/03	UPSHUR COUNTY IRC/125	\$502 26
123849-APCA		09/30/03	UPSHUR COUNTY IRC/125	\$135 95
123850-APCA		09/30/03	UPSHUR COUNTY IRC/125	\$152 29
123851-APCA		09/30/03	UPSHUR COUNTY IRC/125	\$106 33
123852-APCA		09/30/03	UPSHUR COUNTY IRC/125	\$267 23
123853-APCA		09/30/03	UPSHUR COUNTY IRC/125	\$5,010 32
123854-APCA		09/30/03	ATTORNEY GENERAL OF TEXAS	\$424 00
123855-APCA		09/30/03	EAST TEXAS PROFESSIONAL	\$1,872 50
123856-APCA		09/30/03	FIRST NATIONAL BANK	\$2,060 00
123857-APCA		09/30/03	GILMER NATIONAL BANK	\$735 00
123858-APCA		09/30/03	POLICE AND FIREMEN'S INS ASSOC	\$456 75
123859-APCA		09/30/03	UPSHUR COUNTY INSURANCE ACCOUN	\$822 81
123860-APCA		09/30/03	OFFICE OF THE ATTORNEY GENERAL	\$125 00
123861-APCA		09/30/03	TXCSDU	\$243 57
123862-APCA		09/30/03	TXCSDU	\$162 50
123863-APCA		09/30/03	OFFICE OF THE ATTORNEY GENERAL	\$159 94
123864-APCA		09/30/03	TXCSDU	\$88 00
123865-APCA		09/30/03	GREGG COUNTY DISTRICT CLERK	\$300 00
123866-APCA		09/30/03	BECKY GARRETT	\$97 50
123867-APCA		09/30/03	SHARON KEMP #0539655371	\$105 00
123868-APCA		09/30/03	TEXAS COUNTY & DISTRICT RETIRE	\$72,491 20
123869-APCA		09/30/03	MICHAEL GROSS	\$100 00
123870-APCA		09/30/03	VALIC	\$220 00
Total for APCA - Accounts Payable Clearing Account				\$144,673 36
Grand Total				\$144,673 36

28 records listed

124080-APCA	09/30/03	FIRST NATIONAL BANK GILMER	25.64
124081-APCA	09/30/03	TEXAS COUNTY & DISTRICT RETIRE	27.60

TOTAL 144,726.60

*Dean Fowler*  
COUNTY JUDGE, DEAN FOWLER

*Rick Jackson*  
COMMISSIONER PCT#3, RICK JACKSON

*Joe Orms*  
COMMISSIONER PCT#1, JOE ORMS

*Gary Drennan*  
COMMISSIONER PCT#4, GARY DRENNAN

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

10-15-03

UPSHUR COUNTY

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THE SOFTWARE GROUP, INC

Disbursements Made from 09/15/03 thru 09/29/03

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Check #.	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
123567-APCA	09/15/03	UPSHUR COUNTY INSURANCE ACCO	\$4,238 05	\$4,238 05	CSCD-INS CLAIMS, EMP INS COSTS
123568-APCA	09/15/03	NATIONWIDE RETIREMENT	\$262 21	\$262.21	ENTITY#52039 PAYROLL DEDUCTIONS
123570-APCA	09/15/03	FIRST NATIONAL BANK GILMER	\$16,365 06	\$16,365 06	WITHHOLDING PAYROLL DEDUCTIONS
123571-APCA	09/15/03	HEALTHFIRST TPA	\$1,195 35	\$1,195 35	125/HEALTHCARE REIMBURSEMENT
123572-APCA	09/15/03	UPSHUR COUNTY IRC/125	\$502 26	\$502.26	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
123573-APCA	09/15/03	UPSHUR COUNTY IRC/125	\$135 95	\$135 95	125/AFLAC PAYROLL DEDUCTION
123574-APCA	09/15/03	UPSHUR COUNTY IRC/125	\$152 29	\$152.29	125/AMERICAN HERITAGE PAYROLL DEDUCTION
123575-APCA	09/15/03	UPSHUR COUNTY IRC/125	\$106 33	\$106.33	125/TRANSPORT LIFE PAYROLL DEDUCTION
123576-APCA	09/15/03	UPSHUR COUNTY IRC/125	\$325 13	\$325 13	125/CENTRAL UNITED PAYROLL DEDUCTION
123577-APCA	09/15/03	UPSHUR COUNTY IRC/125	\$5,143 70	\$5,143 70	125 DEPENDENT INS PREMIUMS/PAYROLL
123578-APCA	09/15/03	ATTORNEY GENERAL OF TEXAS	\$424 00	\$424 00	MULTIPLE PAYORS
123579-APCA	09/15/03	EAST TEXAS PROFESSIONAL	\$1,872 50	\$1,872.50	ETPCU/PAYROLL SAVINGS PLAN
123580-APCA	09/15/03	FIRST NATIONAL BANK	\$2,060 00	\$2,060.00	FNB/PAYROLL SAVINGS PLAN
123581-APCA	09/15/03	GILMER NATIONAL BANK	\$735 00	\$735.00	GNB/PAYROLL SAVINGS PLAN
123583-APCA	09/15/03	UPSHUR COUNTY INSURANCE ACCO	\$720 10	\$720 10	DEPENDENT INS PREMIUMS/PAYROLL
123584-APCA	09/15/03	OFFICE OF THE ATTORNEY GENER	\$125 00	\$125 00	JOEY YOUNG
123585-APCA	09/15/03	TXCSDU	\$243 57	\$243.57	N005932975
123586-APCA	09/15/03	TXCSDU	\$162 50	\$162.50	N005932884
123587-APCA	09/15/03	OFFICE OF THE ATTORNEY GENER	\$159 94	\$159 94	N005932936
123588-APCA	09/15/03	TXCSDU	\$88 00	\$88.00	N005932949
123589-APCA	09/15/03	GREGG COUNTY DISTRICT CLERK	\$300 00	\$300 00	#96-291-DR, 451-96-7891
123590-APCA	09/15/03	BECKY GARRETT	\$97 50	\$97.50	CAUSE#150-92
123591-APCA	09/15/03	SHARON KEMP #0539655371	\$105 00	\$105.00	EARL BECK
123593-APCA	09/15/03	MICHAEL GROSS	\$100 00	\$100.00	CASE#01-62328 KAREN HUGHES
123594-APCA	09/15/03	VALIC	\$220 00	\$220.00	PAYROLL DEDUCTIONS
123595-APCA	09/15/03	FIRST NATIONAL BANK GILMER	\$33,235 04	\$33,235 04	FICA, MEDICARE PAYROLL DEDUCTIONS

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THE SOFTWARE GROUP, INC

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123596-APCA	09/15/03	A & E MILL AND WELDING SUPPL	\$66 00	\$36 00 \$30 00	R&B-CUST#173125/ACEM; OX125, OX275 CYLS. R&B-CUST#173000/ACEL; ACEM, OX275 CYLS
123597-APCA	09/15/03	ABC PRINTING	\$90 00	\$90 00	CO BLDGS-#U005/LETTERHEAD(500), ENVELOPES(500)
123598-APCA	09/15/03	ABLES-LAND, INC	\$19 15	\$19 15	JP#4-#58607/MAXSELF INKING STAMP
123599-APCA	09/15/03	ACCU CHEM LABORATORIES	\$234 00	\$234 00	CCP-INV521571, 787, 264, 078&110/#U985, AUG 25'03 BILLING
123600-APCA	09/15/03	ACS	\$1,150 00	\$1,150 00	CO CLK-#171816/IMAGING SYSTEM
123601-APCA	09/15/03	ACTION SAFE & LOCK	\$375 50	\$187 00 \$188 50	J. CTR-KEY CYL; LEV. HANDLE; REKEY, LABOR; SERV. CALL J CTR-KEY CYL, KEY, LEV HANDLE; REKEY; LABOR; SERV. CALL
123602-APCA	09/15/03	ALLEN TEFFTLELLER	\$18 55	\$18 55	CO JAIL-REIMBURSE MEALS
123603-APCA	09/15/03	ALLTEL	\$558 82	\$76 58 \$482 24	R&B-7900420/#GM27C9B, 8-11-03 BILLING CO S-790-1971/GM269D4/9-3-03 BILLING
123604-APCA	09/15/03	AMERICAN ELECTRIC POWER	\$9,997 60	\$108 57 \$103 54 \$2,299 37 \$42 65 \$56 28 \$6,263 37 \$411 86 \$711 96	CO BLDGS-#96858000001, 8-28-03 BILLING CO BLDGS-#96369100001/9-2-03 BILLING CO BLDGS-#96989100001/9-2-03 BILLING J CTR-#96787336203, 8/8-9/8/03 SERVICE CO BLDGS-#96698836200, 8/8-9/8/03 J CTR-#96612436202, 8/8-9/8/03 SERVICE CO BLDGS-#96318336201, 8/8-9/9/03 SERVICE CO BLDGS-#96508836200, 8/8-9/9/03 SERVICE
123605-APCA	09/15/03	AMERICAN TIME & SIGNAL CO	\$53 56	\$53 56	CO BLDGS-#TX0104/281B-PL(2)
123606-APCA	09/15/03	ANDERSON ELECTRIC & RADIOSHA	\$37 96	\$13 99 \$8 98 \$14 99	CO BLDG-ACCT#10001419/ADAPTER CO BLDGS-ACCT#10001419/2WAY HYB SPL CO BLDGS-#10001419/4 WAY SPLITTER
123607-APCA	09/15/03	ARAMARK UNIFORM SERVICES INC	\$740 16	\$108 15 \$40 55 \$30 00 \$114 39 \$40 55 \$30 00 \$127 66 \$40 55 \$30 00 \$107 76 \$40 55 \$30 00	R&B-#18717001/UNIFORM SERVICE CO BLDGS-5920000/UNIFORM SERVICE R&B-#18713000/UNIFORM SERVICE R&B-#18717001/UNIFORM SERVICE CO BLDGS-#12829001/UNIFORM SERVICE R&B-#18713000/UNIFORM SERVICE R&B-#18717001/UNIFORM SERVICE CO BLDGE-#12829001/UNIFORM SERVICE R&B-#18713001/UNIFORM SERVICE R&B-#18717001/UNIFORM SERVICE CO BLDGS-#12829001/UNIFORM SERVICE R&B-#18713001/UNIFORM SERVICE
123608-APCA	09/15/03	ARMOR RESEARCH CO	\$270 88	\$270 88	R&B-HAND CLEANER; WINDSHIELD CLEANER;

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					SHIPPING
123609-APCA	09/15/03	AT&T	\$49.79	\$21.93 \$27.86	TELE. COMM-#0552448297001/AUG 18/03 BILLING TELE. COM-903-843-4000/8-19-03 BILLING, #0573393724001
123610-APCA	09/15/03	AT&T WIRELESS	\$77.19	\$77.19	DPS-#22946235685/8-10-03 BILLING
123611-APCA	09/15/03	ATCO INTERNATIONAL	\$274.00	\$274.00	CO. BLDGS-#039241/SEEK&DESTROY(2)
123612-APCA	09/15/03	BANK OF AMERICA	\$619.30	\$619.30	CO. JAIL-#5567198000018248/8-27-03 BILLING
123614-APCA	09/15/03	BARSCO	\$54.68	\$54.68	CO. BLDGS-#1/0211619025/GAL NU BRITE
123615-APCA	09/15/03	BEHAVIORIAL INTERVENTION SER.	\$385.00	\$385.00	JUV. PROB-GROUP THERAPY/8-31-03 BILLING
123616-APCA	09/15/03	BEN E KEITH FOODS	\$1,981.77	\$1,981.77	CO. JAIL-#352156/ASSORTED FOODS
123617-APCA	09/15/03	BI-COUNTY WATER SUPPLY CORP	\$58.40	\$58.40	R&B-#3668/SERV-7/02-8/29/03
123618-APCA	09/15/03	BIG SANDY & HAWKINS JOURNAL	\$15.50	\$15.50	EXT-1 YR. SUBSCRIPTION FOR BRIAN HILL
123619-APCA	09/15/03	BRYAN & BRYAN	\$59,673.60	\$6,682.20 \$7,770.00 \$1,534.00 \$7,770.00 \$6,216.00 \$4,662.00 \$4,662.00 \$6,216.00 \$155.40 \$4,662.00 \$4,662.00 \$4,662.00	R&B-ROAD OIL R&B-ROAD OIL
123620-APCA	09/15/03	CALCO INCORPORATED	\$1,897.20	\$1,897.20	R&B-TINES, BOLTS, NUTS
123621-APCA	09/15/03	CARD SERVICE CENTER	\$2,776.68	\$2,776.68	CO S-#4229743460002787/SEPT 2'03 BILLING
123622-APCA	09/15/03	CARD SERVICE CENTER	\$1,164.63	\$97.79 \$920.82 \$113.17 \$29.61 \$3.24	SUP-#4388153460010433/SEPT 2'03 BILLING SUP&CCP-#4388153460017313/SEPT 2'03 BILLING SUP&CCP-#4388153460010045/SEPT 2'03 BILLING SUP-#4388153460008247/SEPT 2'03 BILLING SUP-#4388153460017362/SEPT 2'03 BILLING
123623-APCA	09/15/03	CAREER TRACK	\$59.00	\$59.00	CO TREAS-#15508533/L RICHARDSON(MICROSOFT WORKSHOP 11/18/03@LONGVIEW)
123624-APCA	09/15/03	CAVENDER'S BOOT CITY	\$246.15	\$68.20 \$49.98 \$44.00	CO S-UNIFORMS CO S-UNIFORMS CO S-UNIFORMS

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				\$83 97	CO JAIL-3 PR JEANS
123625-APCA	09/15/03	CED INTERSTATE ELECTRIC	\$27 22	\$27 22	CO BLDGS-INV#3678400/SP 120/240V-20A CB
123626-APCA	09/15/03	CHANE YOUNG	\$350 51	\$254 09 \$96 42	CO BLDGS-#UPSHURCO/FUEL CO S-#UPENVIRD/FUEL
123627-APCA	09/15/03	CHEROKEE COUNTY	\$975 00	\$325 00 \$325 00 \$325 00	CO CT-MI#29,627/COMMITMENT TO RUSK CO CT-MI#29,609/COMMITMENT TO RUSK CO CT-MI#29,657/COMMITMENT TO RUSK
123628-APCA	09/15/03	CHEVRON U S A INC	\$391 33	\$301 44 \$89 89	CO S-#7898789842/8-29-03 BILLING SUP&CCP-#7898789859/FUEL
123629-APCA	09/15/03	CITY OF GILMER	\$1,481 76	\$1,481 76	WASTE-LANDFILL CHARGES-6/21-9/12/03
123630-APCA	09/15/03	CITY OF GLADEWATER	\$33 20	\$33 20	JP#3-#110115000/SERV-7/17-8/19/03
123631-APCA	09/15/03	CLIFF'S GROCERY	\$100 59	\$100 59	CONS#1-GASOLINE/JULY-AUG'03 BILLING
123632-APCA	09/15/03	CMRS-FF	\$1,000 00	\$1,000 00	CO TAX-POSTAGE FOR METER
123633-APCA	09/15/03	CONLEY LOTT	\$1,451 84	\$1,451 84	R&B-BELTS FOR PUG MILL; BOLTS, NUTS; CLIPS; TIPS, WASHERS, SLEEVES, FREIGHT
123634-APCA	09/15/03	CONOCO INC	\$22 72	\$22 72	CO S-#84023-0080/8-25-03 FUEL BILLING
123635-APCA	09/15/03	CONROY FORD TRACTOR INC	\$14 58	\$14 58	R&B-PULLEY
123636-APCA	09/15/03	CONTRACTOR'S SUPPLIES, INC	\$165 00	\$165 00	R&B-LEATHER GLOVES
123637-APCA	09/15/03	COVER ONE	\$812 39	\$812 39	CO TAX-VOTER REGISTRATION/LEGAL SIZE COVERS
123638-APCA	09/15/03	DALLAS COUNTY TREASURER	\$1,580 00	\$330 00 \$1,250 00	D A-#1564/LONNI MARSH(EVIDENCE) NON DEPT-#1564/BURCHFIELD(AUTOPSY)125000
123639-APCA	09/15/03	DARTEK COMPUTER SUPPLY	\$686 96	\$686 96	COMPUTER-#196606/PRINTER
123640-APCA	09/15/03	DAVID W BULLER M D	\$141 30	\$27 28 \$27 28 \$41 46 \$27 28 \$18 00	INDIG-MICHIKA BROOKS/MEDICAL INDIG-MICHIKA BROOKS/MEDICAL INDIG-MICHIKA BROOKS/MEDICAL INDIG-MICHIKA BROOKS/MEDICAL CO IND-RICHARD ATKINSON/8-25-03 SERVICE, #00107334
123641-APCA	09/15/03	DEANNA DRENNAN	\$825 00	\$825 00	D CT-PREPARATION COST
123642-APCA	09/15/03	DIAMOND SHAMROCK	\$18 82	\$18 82	CO S-#77005775/8-13-03 FUEL BILLING
123643-APCA	09/15/03	DODD TRUCKING	\$800 00	\$800 00	R&B-HAULING/37loads@#40 00ee 8/14/03-9/05/03

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123644-APCA	09/15/03	DOUBLE J TRUCKING	\$1,314 00	\$1,314 00	R&B-HAULING/69loads@#36 00ea B/15/03-9/05/03
123645-APCA	09/15/03	EAST TEXAS GASTRO. ASSOC	\$342 59	\$342 59	INDIG-OWENDOLYN JONES/MEDICAL
123646-APCA	09/15/03	EAST TEXAS MEDICAL	\$500 79	\$46 36 \$214 20 \$22 09 \$25 91 \$17 66 \$174 57	INDIG-ALTON L GRANVILLE/MEDICAL INDIG-MICHKA BROOKS/MEDICAL INDIG-MICHKA BROOKS/MEDICAL INDIG-MICHKA BROOKS/MEDICAL INDIG-JAMISON L TAVE/MEDICAL CO IND-MICHKA BROOKS/8-21-03 SERVICE/#3626058
123647-APCA	09/15/03	ECONOMY AUTO SUPPLY INC	\$1,431 25	\$15 17 \$55 42 \$73 76 \$110 00 \$8 06 \$17 15 \$33 22 \$22 32 \$76 01 \$13 09 \$65 32 \$46 64 \$34 30 \$15 95 \$110 50 \$49 84 \$3 30 \$49 73 \$22 53 \$112 01 \$80 27 \$60 72 \$161 36 \$18 84 \$126 60 \$6 63 \$42 51	R&B-VALVE, VALVE CORE R&B-BLOWER MOTOR, RIVET GUN, BRASS CONNECTIONS R&B-BELT FOR AIR COMPRESSOR R&B-HYD HOSE R&B-RUBBER GASKETS, SIGNAL LAMP R&B-FILTER R&B-CIRCUIT BRAKER, RELAY, FUSES R&B-FRAME AIR FILTER R&B-DIST ROTOR, DIST ROTOR, DIST CAP, SPARK PLUGS, WIRES R&B-FUEL FILTER, FUEL LINE DISCONNECT R&B-ALTERNATOR, VOLTAGE REGULATOR R&B-BELT, GREASE GUN R&B-AIR COND OIL, OIL R&B-D2 GOVERNOR FOR AIR BRAKES R&B-ALTERNATOR R&B-BELT, BELT, BELT, BELT R&B-FUSES R&B-BELT, BELT, BELT, BELT R&B-BELT R&B-BELT, BELT, RED LOCK TITE, COIL KIT, OIL FILTER, ROD R&B-AIR FILTER, AIR CLEANER, IDLER PULLEY R&B-BELTS, BELT, BELT, BELT, BELT R&B-STUDS, BELTS R&B-4" FLEX PIPE R&B-OIL R&B-BELT, BELT, BELT, SEAL, RETURN BELT, RETURN ITEMS R&B-PULLEY, AIR FILTER, CONNECTOR SWITCH
123648-APCA	09/15/03	EYEX TELEPHONE COOP INC.	\$572 83	\$32 36 \$19 95 \$216 45 \$36 95 \$33 14 \$132 66 \$38 67	TELE COMM-#903-968-2941/9-16-03 TELE COM-#8380226/9-2-03 BILLING CO LIB-#8380557, 9/1-9/30/03 R&B-#7626266/9-1-03 BILLING JP#1-#7343786/9-1-03 BILLING JP#1-#7346269/SEPT 01/03 BILLING R&B-#734-5822/9-1-03 BILLING

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THE SOFTWARE GROUP, INC

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Check #	HC Date.	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$42.70	R&B-#762-6731/9-1-03 BILLING
				\$19.95	911-838-0809/9-10-03 BILLING
123649-APCA	09/15/03	EXXONMOBIL FLEET/GECC	\$75.18	\$75.18	CO S-#3699357285/B-15-03 FUEL BILLING
123650-APCA	09/15/03	FANNIN FARM EQUIPMENT	\$53.90	\$18.90	CO BLDGS-SLIP ON NOZZLE; ADAPTER
				\$35.00	R&B-PCT#1&3 CYL RENT/B'03
123651-APCA	09/15/03	FEDEX	\$137.10	\$137.10	CO S-#171613256
123652-APCA	09/15/03	FERGUSON MANUFACTURING & EGU	\$45,304.00	\$45,304.00	R&B-ROLLER, FLAT WHEEL STEEL TANDEM, OVERHAUL MANUALS
123653-APCA	09/15/03	FLORA DELL ERWIN	\$2,372.00	\$2,372.00	R&B-2372yds CLAY@#1 00ea 08/14-31/03
123654-APCA	09/15/03	FLOWERS DAVIS P L L C	\$524.55	\$524.55	NON DEPT-TAC-CPOL-0582/SHEREE HANCOCK
123655-APCA	09/15/03	GALLS INC	\$58.48	\$58.48	DPS-#0017459272/SEAT ORGANIZER
123656-APCA	09/15/03	GARY'S REPAIR SHOP	\$959.96	\$959.96	CCP-(4-SRM230#239 99EA)
123657-APCA	09/15/03	GEORGE P BANE INC	\$1,297.31	\$1,297.31	R&B-SPINDLE ASSY, SLEEVES, SPROCKET, CONE, CDNE; CUP; CUP, SEAL, SEAL, SEAL; SEAL, SPROCKET; KEYS, LOCKS, WEDGES, BRAG ADJ NU, CHAINS; BRG ADJ SL
123658-APCA	09/15/03	GILMER NATIONAL BANK	\$8,273.21	\$8,273.21	LOAN#71679 QTRLY PAYMENT GNB PROPERTY 09/14/03
123659-APCA	09/15/03	GLASS DOCTOR OF TYLER	\$115.00	\$115.00	J CTR-STOCK SHEET PLEXI 1/4
123660-APCA	09/15/03	GLOBAL DOCUGRAPHIX	\$2,017.50	\$2,017.50	CO TAX-#23-0053700/TAX STATEMENTS(197600)
123661-APCA	09/15/03	GOOD SHEPHERD MEDICAL CENTER	\$350.00	\$350.00	CO JAIL-WUPSHCOSHER/8-4-03 BILLING
123662-APCA	09/15/03	GOOD SHEPHERD PHYSICIAN SERV	\$82.06	\$15.00	INDIG-MICHIKA BROOKS/MEDICAL
				\$27.28	INDIG-MICHIKA BROOKS/MEDICAL
				\$36.23	INDIG-DEBORAH A BURKES/MEDICAL
				\$3.55	INDIG-DEBORAH A BURKES/MEDICAL
123663-APCA	09/15/03	GRIFFITH LAW FIRM P C	\$1,445.00	\$350.00	D CT-#12,971/REGINALD EUGENE JOHNSON
				\$745.00	D CT-#J-8-03/I-I-O-T A M
				\$350.00	D CT-#12,812/JUSTIN LYNN DANIELS
123664-APCA	09/15/03	H&D TIRE & AUTOMOTIVE	\$794.88	\$35.97	CO BLDGS-MACHETE, SHOVEL, YARD SHOVEL
				\$13.49	CO BLDGS-BLACK BOOT
				\$21.28	R&B-BULB; BULB, BATTERIES, PIPE TAP
				\$2.43	CO BLDGS-BELL WIRE WHT
				\$23.33	R&B-RIVIT GUN, LIGHT BULBS
				\$135.91	R&B-HYD HOSE, FITTINGS, FITTINGS
				\$2.55	R&B-SNAP RINGS, SNAP RING

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				\$0 58	CO BLDGS-1/2 PVC TEE; 1/2 PVC 90 ELL
				\$6 81	CO BLDGS-V-BELT
				\$9 07	CO BLDGS-BITS(2)
				\$1 20	CO BLDGS-SCREWS(4)
				\$1 20	CO BLDGS-SCREWS(4)
				\$2 25	CO BLDGS-PENNZOIL
				\$69 08	R&B-TAPE MEASURES; PLYERS; HAMMER
				\$12 78	R&B-GATE PINS, GATE PIN; GATE PIN; GATE PIN
				\$3 74	R&B-BELT DRESSING
				\$36 81	CO BLDGS-TROWEL, JOINT COMPOUND
				\$3 41	CO BLDGS-KILZ SPRAY PRIMER
				\$26 98	CO BLDGS-LAMP BALLAST(2)
				\$18 34	CO BLDGS-DRYWALL, POLESANDER
				\$7 64	CO BLDGS-TEXTURE SPRAY
				\$10 31	R&B-KEYS; RINGS
				\$3 41	CO BLDGS-KILZ SPRAY PRIMER
				\$5 53	R&B-INSIDE DOOR HANDLE
				\$220 78	R&B-TIRE, CRIMP, BROOM; BATTERY, SPRAYER; CABLE TIES(2); HANDLE
				\$120 00	R&B-TIRE
123665-APCA	09/15/03	HALL SIGNS OF TEXAS	\$1,037 22	\$757 25	R&B-#3641/SIGNS(10); FREIGHT
				\$279 97	R&B-#0003641/FRESH OIL SIGNS, ORANGE GLOW CONES, FRT.
123666-APCA	09/15/03	HART INTERCIVIC, INC	\$392 00	\$381 00	TAX-#14769/LIC PLATE ENVELOPES; SHIPPING
				\$11 00	CO CLK-#3816/RIBBON; FREIGHT
123667-APCA	09/15/03	HENDERSON COUNTY CSCD	\$77 00	\$77 00	SUP-TRNG-JS & TS/AUG 13'03
123668-APCA	09/15/03	HOLIDAY INN EMERALD BEACH	\$736 00	\$736 00	D A-LODGING/#65645877; 65546186; 65546441(F. COL QUITT. T CARIKER; M FETTER
123669-APCA	09/15/03	HOLT CAT	\$2,670 26	\$319 00	R&B-#1228190/CUTTING EDGE(5)
				\$510 40	R&B-4 CUTTING EDGES; 4 EDGES
				\$446 60	R&B-#1228190/CUTTING EDGE; 6 EDGES
				\$1,239 30	R&B-#1228190/HOLDER FOR RECLAIMER
				\$154 96	R&B-UMBRELLA PARTS FOR TRACTOR
123670-APCA	09/15/03	HORIZON ANESTHESIA ASSOC	\$93 30	\$93 30	INDIG-GWENDOLYN JONES/MEDICAL
123671-APCA	09/15/03	INGRAM BOOK CO	\$663 45	\$663 45	CO LIB-#2083975/BOOKS(38)
123672-APCA	09/15/03	INTERNAL MEDICINE ASSOC	\$301 81	\$185 21	INDIG-DEBORAH A BURKES/MEDICAL
				\$116 60	CO IND-DEBORAH A BURKES/8-25&26-03 SERVICE, #C21897
123673-APCA	09/15/03	JEFFERSON JIMPLECUTE	\$21 00	\$21 00	D CT-PUBLIC NOTICE
123674-APCA	09/15/03	JIMMY STEGALL	\$1,368 75	\$1,368 75	R&B-HAULING/66loads@37 50ea 08/15/03-09/03/03

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Check #.	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
123675-APCA	09/15/03	JOHN L HALL M D	\$250 00	\$250.00	D CT-PSYCHIATRIC EVALUATION/8-14-03
123676-APCA	09/15/03	JOHN W MODRE	\$3,700 00	\$700 00 \$350 00 \$1,950 00 \$350 00 \$350 00	CO CT-#27810&27813/JONATHAN HACKNEY D CT-#13,323/JACOB PARTAIN D CT-#13,175-13,177/MARVIN ROBERTSON D CT-#13,039/JOHN NEAL HINES D CT-#13,395/MARK ROBERTS
123677-APCA	09/15/03	JOHNNY'S CUSTOM HATTERS	\$163 50	\$163 50	CO S-HATS(4), RAIN COVER
123678-APCA	09/15/03	KARMEN KELLEY	\$120 77	\$120 77	COMP-REIMB 383 40mi@ 315
123679-APCA	09/15/03	KELLY FORD TRACTDR INC	\$507.94	\$299 31 \$208 63	R&B-#13083/GLASS ASSEM ; GASKET, LABOR R&B-AIR FILTERS
123680-APCA	09/15/03	KILGORE COLLEGE	\$30 00	\$20 00 \$5 00 \$5 00	CO S-TUITION FOR FLS#3737/LELAND W YOUNG, 7/16&17'03 CO S-TUITION FOR SPEC INV TOPICS#3232/ANTHONY M TAYLOR/8-5-03 CO S-TUITION FOR CULT DIVERSITY#3939/ANTHONY M TAYLOR/8-4-03
123681-APCA	09/15/03	KRISTIE BRIAN	\$16 21	\$16.21	SUP-REIMB 47mi@34 5
123682-APCA	09/15/03	KRP INDUSTRIES	\$425 50	\$425 50	R&B-PRESSURE SWITCH, TRIGGER GUN, CHEMICAL INJECTION, SOAP FILTER, RED X-17; LABOR
123683-APCA	09/15/03	LANE WILLIAMS AUTO CENTER	\$103 00	\$103 00	CO BLDGS-REPAIR LEFT FRONT BRAKES/HOSE, CLAPER; FLUID
123684-APCA	09/15/03	LEXISNEXIS MATTHEW BENDER	\$796 47	\$796 47	LAW LIB-#1100082063/11'03-10'04, SHEP TX CITAT IONS
123685-APCA	09/15/03	LISA TEFTELLER	\$320 00	\$320 00	CO AUD-36hrs@10 00/SEPT 2-5'03
123686-APCA	09/15/03	LONGVIEW GEAR & AXLE	\$2,514 20	\$2,514 20	R&B-TRANSMISSION REPAIR
123687-APCA	09/15/03	LONGVIEW ORTHOPAEDIC CLINIC	\$39 28	\$19 64 \$19 64	INDIG-MICHIKA BROOKS/MEDICAL CO IND-MICHIKA BROOKS/9-3-03 SERVICE
123688-APCA	09/15/03	LONGVIEW REGIONAL HOSPITAL	\$701 01	\$701 01	CO IND-GWENDOLYN JONES/8-12-03 SERV.#000012987950
123689-APCA	09/15/03	LORA HAMMOND	\$160 08	\$160 08	JP#3-REIMBURSE MILEAGE, MEAL
123690-APCA	09/15/03	MATTHEW BENDER & CO INC	\$25 01	\$25 01	JP#4-#0099063121/8-31-03 BILLING
123691-APCA	09/15/03	MELINDA SMITH	\$559 61	\$559 61	JUV PROB-REIMB 1107 7mi@ 345/meals/lodging
123692-APCA	09/15/03	MICHAEL MARTIN ATTY	\$1,050 00	\$350 00 \$350 00	D CT-#13,325/JOSHUA BOBBY GULLARDD D CT-#11,911/CARA CARDINAL

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				\$350.00	D CT-#13,139/DONNA DELPHINNE
123693-APCA	09/15/03	MICHAEL WILSON	\$9 94	\$9 94	R&B-REIMBURSE INTERNET SERV FOR AUG '03
123694-APCA	09/15/03	MICHEAL SMITH	\$48 00	\$48 00	TAX-REIMBURSE/TEXT BOOK
123695-APCA	09/15/03	MILTON WYLIE	\$382 23	\$382 23	JUV PROB-REIMB 934mi@ 345/lodging
123696-APCA	09/15/03	MORRISON SUPPLY COMPANY	\$240 00	\$240 00	CO BLDGS-WILLOUGHBY PNEAMATIC PUMP(4)
123697-APCA	09/15/03	MUSIC MOUNTAIN WATER CO	\$39 33	\$28 50 \$10 83	TAX-#18700100/AUG 31/03 BILLING SUP-#79777000/AUG 31'03 BILLING
123698-APCA	09/15/03	NATIONAL IMPRINT CORPORATION	\$483 10	\$483 10	CO S-#35014699/FOIL ROLL LABELS(5000)
123699-APCA	09/15/03	NELL MATTHEWS	\$6 35	\$6 35	NON DEPT-REIMBURSE POSTAGE
123700-APCA	09/15/03	D W LOYD, II	\$350 00	\$350 00	D CT-#11,224/GEORGE DAVID ALBRIGHT
123701-APCA	09/15/03	OFFICE DEPOT CREDIT PLAN	\$101 45	\$101 45	NON DEPT-#6011565610066108/FIN. CHARG 8/23/03
123702-APCA	09/15/03	OLMSTEED-KIRK PAPER CO	\$189 75	\$189 75	CO BLDGS-#32479/JANITORIAL SUPPLIES
123703-APCA	09/15/03	PATHWAYS YOUTH & FAMILY SERV	\$2,827 82	\$2,827.82	JUV PROB-RESIDENTIAL CHILD CARE, 8/1-8/31/03
123704-APCA	09/15/03	PATRICIA HARRISON	\$1,125 00	\$225 00 \$225 00 \$225 00 \$225 00 \$225 00	D CT-COURT REPORTING 8/14/03 CO CT-COURT REPORTING 08/28/03 CO CT-COURT REPORTING/9-4-03 D CT-COURT REPORTING/9-5-03 CO CT-COURT REPORTING/9-8-03
123705-APCA	09/15/03	PRITCHETT WATER SUPPLY CORP.	\$27 83	\$27 83	R&B-#100412/SERV-7/16-8/20/03
123706-APCA	09/15/03	PRO-MED SYSTEMS	\$61 62	\$61 62	D CLK-BOX NUMERIC LABELS(4)
123707-APCA	09/15/03	PROFESSIONAL TECHNICAL ASSIS	\$912 50	\$587 50 \$325.00	R&B-MOBILE INSTALLED IN TRUCK R&B-RADIO; RAPID CHG
123708-APCA	09/15/03	GUEST DIAGNOSTICS INC	\$48 90	\$48 90	CO IND-DEBORAH BURKES/8-15-03 LAB SERVICES
123709-APCA	09/15/03	R L. HUDGINS III	\$78 75	\$78 75	SUP-REIMB250mi@ 315/AUG 20'03
123710-APCA	09/15/03	REARDON PLUMBING	\$132 60	\$54 45 \$78 15	J CTR-PUSH BUTTONS FOR DORM SHOWERS(2) CO BLDGS-REPAIR LEAK ON SPRINKLER LINE
123711-APCA	09/15/03	ROBERT BENNETT & ASSOC	\$540 00	\$270 00 \$270 00	D CT-#509-03/1-1-0-J S. D CT-#534-03/1-1-0-C. C.
123712-APCA	09/15/03	ROMCO EQUIPMENT CO	\$4,150 00	\$4,150 00	R&B-#91952/RENTAL-8/12-9/11/03
123713-APCA	09/15/03	SAM HOUSTON STATE UNIVERSITY	\$135 00	\$135 00	SUP-TRNG/BM, JULY 9'03

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123714-APCA	09/15/03	SAM HOUSTON STATE UNIVERSITY	\$135 00	\$135 00	JUV PROB-CHIEF PROB OFFICERS CONF REGISTRATION/OCT 5-8'03
123715-APCA	09/15/03	SANDRA EDWARDS	\$353 23	\$353 23	JUV PROB-REIMB 837 80mi@ 350/meals
123716-APCA	09/15/03	SANDRA FOSTER	\$26 62	\$26 62	COMP-REIMB 84 5mi@31 5
123717-APCA	09/15/03	SARTAIN FLUID POWER INC	\$827 39	\$827.39	R&B-TYRONE PUMP REBUILT
123718-APCA	09/15/03	SAV-ON OFFICE SUPPLY INC	\$913 92	\$173 11	911-#118917/PAPER(4), CARTRIDGE
				\$4 27	CO BLDGS-PEN REFILLS; PAD
				\$88 40	CO CLK-MAILING TUBES
				\$8 69	CO CLK-COPY PAPER
				\$29 99	CO S-#116565/CARTRIDGE
				\$24 99	D CLK-COPY PAPER
				\$8 30	D JUDGE-BINDER, CLIPS
				\$22 19	D A-PAPER
				\$8 03	D CT-BINDER, CLIPS
				\$37 21	CO S-#116565/SLEEVE(2), FILE
				\$46 54	JP#3-#118917/PEN(3), CORR TAPE, HILITER(2) FLAGS (6) LASER INK
				\$27 45	CO CLK-ENVELOPES
				\$2 41	911
				\$2 48	CO CLK-GLUE STICK, CEMENT
				\$29 99	R&B-TONER CARTRIDGE
				\$64 98	SUP-#117775/CARTRIDGES
				\$3 08	CO CLK-CEMENT, TAPE
				\$124 66	CO S-#116565/COMP(3) CORR TAPE&FLUID(4EA), ENV
				\$34 99	AUD-CARTRIDGE
				\$21 98	CO S-#116565/PAPER(2)
				\$2 38	COMM CT-LIQUID PAPER
				\$14 98	EXT-CLEAR SEAL, PAPER
				\$63 98	ELECTIONS-COPY PAPER
				\$29 99	ELECTIONS-CARTRIDGE
				\$29 99	CO AUD-#118917/CARTRIDGE
				\$7 98	AUD-BINDERS
				\$8 87	911-MARKER(3), CORR FLUID, CORR PEN, EX MARKER(2), PEN, E PENS
				\$7.99 cr	911-#118917/WRONG ONES ORDERED(BALL POINT PENS)
123719-APCA	09/15/03	SBC	\$457 20	\$453 90	SUP&COUNTY-#903-665-3909-152-0/AUG 15'03 BILLING
				\$3 30	D CT-#21410622362183/9-1-03 BILLING
123720-APCA	09/15/03	SHARON WATER SUPPLY CORP	\$27 45	\$27 45	R&B-#101133/SERV-7/16-8/20/03
123721-APCA	09/15/03	SHELL OIL COMPANY	\$48 73	\$48 73	CO S-#092821628/8-16-03 FUEL BILLING
123722-APCA	09/15/03	SMITH COUNTY PUBLIC	\$22.64	\$22 64	INDIG-JAMISON TAVE/MEDICAL

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123723-APCA	09/15/03	SMITH OIL COMPANY	\$943 50	\$259 50	R&B-FREON; HYD FLUID, TRANS FLUID; GEAR LUBE (10 GAL)
				\$426 00	R&B-BATTERIES, BATTERY; BATTERY FEES; SHOP TOWELS; SHOP TOWELS 15 ROLLS, CARB CLEALER; LIQUID WRENCH
				\$258 00	R&B-HYD OIL (50LB DRUM); BATTERY; BATTERY FEE
123724-APCA	09/15/03	STATE FARM INSURANCE COMPANI	\$450 00	\$450 00	NON DEPT-GROUND WATER DIST DIRECTORS
123725-APCA	09/15/03	STEWART INSURANCE AGENCY	\$227 50	\$92 50	CONST#1-#69575019/KRISTIE BRIAN, RESERVE BOND
				\$135 00	JP#2-#69575026 BOND, LYLE POTTER
123726-APCA	09/15/03	T'S LIQUOR	\$51 70	\$51 70	DA-LIONEL HAMPTON/HOT CK. RESTITUTION
123727-APCA	09/15/03	TDCAA NOW TRUST FUND/T98	\$345 00	\$345 00	SUP-INV#11650/CRIM LAWS; SHIPPING
123728-APCA	09/15/03	TELETOUCH CORPORATION	\$302 31	\$302 31	CO S-#3062303
123729-APCA	09/15/03	TEXACO CREDIT CARD CENTER	\$326 14	\$326 14	CO S-#6103028459/8-8-03 FUEL BILLING
123730-APCA	09/15/03	TEXAS ASSOC OF COUNTIES	\$41,492 25	\$41,492 25	NON DEPT-#2300/4TH QTR FUNDING
123731-APCA	09/15/03	TEXAS TRAUMA & EMERGENCY CA	\$48 28	\$48 28	INDIO-MICHIKA BROOKS/MEDICAL
123732-APCA	09/15/03	THE GILMER MIRROR	\$272 63	\$272 63	COMM CT-NOTICES TO THE PUBLIC/8'03
123733-APCA	09/15/03	THE LOGO	\$263 00	\$263 00	D A-SHIRTS; EMBROIDERY
123734-APCA	09/15/03	THE PENWORTHY CO	\$1,311 99	\$1,311 99	CO LIB-#I 5430032-1
123735-APCA	09/15/02	TIM CONE, ATTY AT LAW	\$1,450 00	\$350 00	D CT-#12,818&12,819/CHRISTOPHER RYAN RUDOLPH
				\$400 00	D CT-#13,359&13,360/LESTER REEDY
				\$350 00	CO CT-#27,535/HAROLD BURNS
				\$350 00	D CT-#27,680/DEBORAH CARTER
123736-APCA	09/15/03	TYLER HEMATOLOGY ON COLOGY,	\$85 93	\$85 93	INDIO-FAYE W NORMAN
123737-APCA	09/15/03	UNIFRIST CORP	\$361 93	\$69 61	R&B-174823/UNIFORM SERVICE
				\$52 23	R&B-#174823/UNIFORM SERVICE
				\$73 26	R&B-#174823/UNIFORM SERVICE
				\$48 46	R&B-#174823/UNIFORM SERVICE
				\$68 21	R&B-#174823-UNIFORM SERVICE
				\$50 16	R&B-#174823/UNIFORM SERVICE
123738-APCA	09/15/03	UNITED ELEVATOR SERVICES COM	\$627 00	\$627 00	CO BLDGS-#DTD0005419/SERV -9/01-11/30/03
123739-APCA	09/15/03	UNITED POSTAL SOLUTIONS	\$154 61	\$77 61	TAX-CARTRIDGE, SHIPPING
				\$62 58	NON DEPT-THERMAL CASSETTE (3 PK); SHIPPING
				\$14 42	D CLK-JET MAIL LABELS/SHIPPING
123740-APCA	09/15/03	UPSHUR COUNTY	\$223 36	\$42 20	SUP-843-4000/#010089280/AUG 20'03 BILLING

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				\$181 16	SUP-AUG'03 POSTAGE
123741-APCA	09/15/03	UPSHUR COUNTY APPRAISAL DIST	\$36,066 30	\$36,066 30	APPRL DIST-4th QTR BUDGET ALLOCATION 2002-3
123742-APCA	09/15/03	UPSHUR COUNTY FIRE DISTRICT	\$12,000 00	\$12,000 00	FIRE DIST#1-REIMBURSE DISPATCHING SERVICES 10/02-9/03
123743-APCA	09/15/03	UPSHUR RURAL ELECTRIC	\$241 01	\$241.01	DA-TERRY CARVER/HOT CK RESTITUTION
123744-APCA	09/15/03	UPSHUR-RURAL ELECTRIC COOP	\$212 22	\$89 21 \$115 50 \$7. 51	R&B-#31885226/8-03-03 BILLING JP#1-#42999172/9-3-03 BILLING WASTE-#10793251/9-4-03 BILLING
123745-APCA	09/15/03	UT HEALTH CENTER AT TYLER	\$28 74	\$28 74	INDIG-IVA J TENNISON/MEDICAL
123746-APCA	09/15/03	VARNADO FEED SERVICE	\$52 95	\$52 95	CO BLDGS-KILL ZALL
123747-APCA	09/15/03	VERIZON	\$252 50	\$252 50	EMER MGMT-LABOR TO MOVE PRINTER&MODEM/8-26-03
123748-APCA	09/15/03	VERIZON INTERNET SOLUTIONS	\$38 06	\$38 06	COMPUTER-ACCT#02025143312422670 8/01-04/03
123749-APCA	09/15/03	VERIZON SOUTHWEST	\$4,126 66	\$3,742 90	TELE COMM-#105229283217402708/AUG 19/03 BILLING \$73 20 TELE COMM-903843-6500011207, 8-19-03 ISDN BILLING, #105229281953776601 \$9 44 CD S-#105229283216344000/8-18-03 BILLING \$93 16 CD TAX-903-844-0658 011107/8-22-03 BILLING/#105230288453414806 \$207 96 TELE COM-903FDD-0122 030624/#105229284360246702, 9/4/03 BILLING
123750-APCA	09/15/03	W W GRAINGER INC	\$148 72	\$148 72	J CTR-#436827099177/LAMPS
123751-APCA	09/15/03	WAL-MART #146	\$232 21	\$111 28 \$52 93 \$68 00	DA-DESTINEE PATTERSON/HOT CHECK RESTITUTION DA-BRANDON DODD/HOT CK RESTITUTION DA-CRANFORD TRAYLDR/HOT CK RESTITUTION
123752-APCA	09/15/03	WALMART COMMUNITY	\$23 12	\$23 12	CD JAIL-#6032202010092618/8-22-03 BILLING
123753-APCA	09/15/03	WALMART COMMUNITY	\$11 85	\$11 85	CD BLDGS-#6032202010092402/8-22-03 BILLING
123754-APCA	09/15/03	WALMART COMMUNITY BRC	\$29 23	\$29 23	D CLK-#6032202010092378/8-22-03 BILLING
123755-APCA	09/15/03	WALMART COMMUNITY BRC	\$155 18	\$155 18	CD S-#6032202010092659/8-22-03 BILLING
123756-APCA	09/15/03	WALMART COMMUNITY BRC	\$37 50	\$37 50	SUP-#6032202000871575/AUG 16'03 BILLING
123757-APCA	09/15/03	WATKINS WIRELESS INSTALLATIO	\$70 00	\$70 00	R&B-INSTALLATION FEES
123758-APCA	09/15/03	WAUKESA-PEARCE INDUSTRIES IN	\$438 69	\$438 69	R&B-#20310/BLADES, BOLTS, NUTS

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123759-APCA	09/15/03	WAYNE YOUNG	\$439 91	\$65 00 \$128 73 \$246 18	CD S-REIMBURSE MEALS CD S-REIMBURSE RENTAL CAR, TOLL, MEALS CD S-REIMBURSE LODGING, MEALS
123760-APCA	09/15/03	WELLS FARGO FINANCIAL LEASIN	\$141 00	\$141 00	JUV PRDB-#0019003061001.9/8-10/8/03 COPIER RENTAL
123761-APCA	09/15/03	WEST GROUP PAYMENT CENTER	\$94 00	\$94 00	JUV PRDB-#1000743942/S&T TEX. FAMILY CODE ANNOTATED
123762-APCA	09/15/03	WEST SIDE FURNITURE	\$169 43	\$81 58 \$87 85	R&B-REPAIR 3 SAWS R&B-CHAINS, FILES, BAR
123763-APCA	09/15/03	YAZELL CHEVROLET-OLDS INC	\$154 73	\$24 51 \$105 38 \$24 84	R&B-DOOR HANDLE R&B-PINS, BUSHINGS, HANDLE R&B-INSIDE DOOR HANDLE
123764-APCA	09/15/03	YOUNG OIL CO	\$1,780 81	\$1,780 81	D A-TONY R REEVES/HOT CK RESTITUTION
123765-APCA	09/15/03	DAVID W BULLER M D	\$1,000 00	\$1,000 00	AUGUST '03 CONTRACTED MEDICAL SERVICES
123766-APCA	09/15/03	FIRST NATIONAL BANK GILMER	\$740,000 00	\$740,000 00	CD#35701 PURCHASED@ 58X(15days) TO MATURE 09/30/03
123767-APCA	09/15/03	BRIAN HILL	\$165 50	\$165 50	CD EXT-REIMB447mie 315/meals
123768-APCA	09/18/03	DEREK BAENISCH	\$200 00	\$200 00	SEPT 10-30'03 BUILDING LEASE/JP#1
123842-APCA	09/26/03	BRYAN & BRYAN	\$29,526 00	\$4,662 00 \$6,216 00 \$4,662 00 \$4,662 00 \$4,662 00 \$4,662 00	R&B-150bb1s ROAD OIL R&B-200bb1s ROAD OIL R&B-150bb1s ROAD OIL R&B-125bb1s ROAD OIL R&B-150bb1s ROAD OIL R&B-150bb1s ROAD OIL
Total for APCA - Accounts Payable Clearing Account			\$1,141,238 73		

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1782-FNB 125	09/15/03	UPSHUR CO OPERATING ACCOUNT	\$1,221 96	\$1,221 96	09/15/03 CANCER, HEART/STROKE PREMIUMS FROM IRC
1783-FNB 125	09/15/03	UPSHUR COUNTY INSURANCE ACCO	\$5,143 70	\$5,143 70	09/15/03 DEPENDENT INSURANCE PREMIUMS FROM IRC
Total for FNB 125 - IRC/125 PLAN			\$6,365.66		

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1313-FNB INC	09/15/03	EXPRESS SCRIPTS, INC	\$6,490 34	\$6,490 34	PCY 08/31/03 REGISTER
1314-FNB INC	09/15/03	HEALTHFIRST TPA	\$61 50	\$61.50	09/15/03 125 PLAN ADMIN FEES
1315-FNB INS	09/15/03	UPSHUR COUNTY INSURANCE CLEA	\$55,249 29	\$55,249 29	09/04/03 UP REGISTER
Total for FNB INS - INSURANCE			\$61,801 13		

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1004-SHARDN	09/15/03	NRS CONSULTING ENGINEERS	\$6,685 00	\$6,685 00	SHARON WATER-GRANT#722036/DRAW#3
1005-SHARDN	09/26/03	AMAZING GRANTS, INC	\$4,125 00	\$4,125 00	SHARON WATER-GRANT#722036/DRAW#4
1006-SHARDN	09/26/03	NRS CONSULTING ENGINEERS	\$4,011 00	\$4,011 00	SHARON WATER-GRANT#722036/DRAW#4
Total for SHARDN - SHARDN WATER GRANT			\$14,821 00		
Grand Total			\$1,224,226 52		
207 records listed					

*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

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UPSHUR COUNTY

JURY SELECTION SYSTEM  
GRAND JURY 09/02/03 (JUNE-2003 LIST)  
Check Register for 09/04/03

04 Sep 2003

THE SOFTWARE GROUP, INC

PAGE 1

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
123554-APCA	Mr. JON WILLIAMSON	JON WILLIAMSON	143984	09/04/2003	\$10.00		115
123555-APCA	Mr. BERNARD RAYMOND SMITH	BERNARD RAYMOND SMITH	191975	09/04/2003	\$10.00		115
123556-APCA	Mr. CARLOS MUNOZ	CARLOS MUNOZ	161456	09/04/2003	\$10.00		115
123557-APCA	Mr. CHARLES ELWYN HARRISON	CHARLES ELWYN HARRISON	190145	09/04/2003	\$10.00		115
123558-APCA	Ms. DONNA LYNN LOUVIER	DONNA LYNN LOUVIER	150154	09/04/2003	\$10.00		115
123559-APCA	Ms. LINDA KAY DEAN	LINDA KAY DEAN	3346	09/04/2003	\$10.00		115
123560-APCA	Mr. SCOTT DWAYNE NOLAN	SCOTT DWAYNE NOLAN	150523	09/04/2003	\$10.00		115
123561-APCA	Ms. SELENIA MORGAN	SELENIA MORGAN	218763	09/04/2003	\$10.00		115
123562-APCA	Ms. CHARLES RAY EWINGS	CHARLES RAY EWINGS	211122	09/04/2003	\$10.00		115
123563-APCA	Ms. BIDGET R MOORE	BIDGET R MOORE	191895	09/04/2003	\$10.00		115
123564-APCA	Mr. ELTON EUGENE LEATHERWOOD	ELTON EUGENE LEATHERWOOD	2436	09/04/2003	\$10.00		115
123565-APCA	Ms. GINA BRASHER	GINA BRASHER	151130	09/04/2003	\$10.00		115

Check Amounts

\$120.00

12 records listed.

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
123769-APCA	Mr JERRY WAYNE HANCOCK	JERRY WAYNE HANCOCK	156431	09/22/2003	\$10 00	CC	
123770-APCA	Mr WILLIAM MICHAEL SMIGIEL	WILLIAM MICHAEL SMIGIEL	204351	09/22/2003	\$10 00	CC	
123771-APCA	Ms DEVAN NICOLE LEWIS	DEVAN NICOLE LEWIS	211302	09/22/2003	\$10 00	CC	
123772-APCA	Mr JIMMIE DEAN REDMON	JIMMIE DEAN REDMON	162822	09/22/2003	\$10 00	CC	
123773-APCA	Ms CHERYL TRIMBLE	CHERYL TRIMBLE	146397	09/22/2003	\$10 00	CC	
123774-APCA	Mr. GUY WOODFIN	GUY WOODFIN	146511	09/22/2003	\$10 00	CC	
123775-APCA	Ms DAWN GRACE PATTON	DAWN GRACE PATTON	174702	09/22/2003	\$10 00	CC	
123776-APCA	Mr SCOTT W HOLSWORTH	SCOTT W HOLSWORTH	158942	09/22/2003	\$10 00	CC	
123777-APCA	Ms CARLA ANN BEHR	CARLA ANN BEHR	211094	09/22/2003	\$10 00	CC	
123778-APCA	Ms TERESA JONES HEBEBRAND	TERESA JONES HEBEBRAND	197363	09/22/2003	\$10 00	CC	
123779-APCA	Ms LESIA KAY MCNEEL	LESIA KAY MCNEEL	165559	09/22/2003	\$10 00	CC	
123780-APCA	Ms DONNA JO BASS	DONNA JO BASS	159438	09/22/2003	\$10 00	CC	
123781-APCA	Ms TOICHI LYNN STOUT	TOICHI LYNN STOUT	200637	09/22/2003	\$10 00	CC	
123782-APCA	Ms. VERONICA ROSALIA AUSTIN	VERONICA ROSALIA AUSTIN	164912	09/22/2003	\$10 00	CC	
123783-APCA	Mr. RICKEY PAUL LEWIS	RICKEY PAUL LEWIS	151824	09/22/2003	\$10 00	CC	
123784-APCA	Ms DOROTHY MCCURDY COLLINS	DOROTHY MCCURDY COLLINS	168668	09/22/2003	\$10 00	CC	
123785-APCA	Ms DARIA GENE DOUGLAS	DARIA GENE DOUGLAS	159443	09/22/2003	\$10 00	CC	
123786-APCA	Mr KENNETH LESTER MILLER	KENNETH LESTER MILLER	211126	09/22/2003	\$10 00	CC	
123787-APCA	Ms FELECIA EVETTE GREEN	FELECIA EVETTE GREEN	195139	09/22/2003	\$10 00	CC	
123788-APCA	Ms DIANA M WHITIS	DIANA M WHITIS	211233	09/22/2003	\$10 00	CC	
123789-APCA	Ms LINDA BERNEY BUIE	LINDA BERNEY BUIE	191711	09/22/2003	\$10 00	CC	
123790-APCA	Ms DIANA GAIL SANDERS	DIANA GAIL SANDERS	162591	09/22/2003	\$10 00	CC	
123791-APCA	Ms BARBARA GAY CARTER	BARBARA GAY CARTER	146796	09/22/2003	\$10 00	CC	
123792-APCA	Ms CARLA JO GANDY	CARLA JO GANDY	213001	09/22/2003	\$10 00	CC	
123793-APCA	Ms MARY JANE ROWE	MARY JANE ROWE	145440	09/22/2003	\$10 00	CC	
123794-APCA	Ms REBECCA HAMBLIN	REBECCA HAMBLIN	145700	09/22/2003	\$10 00	CC	

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UPSHUR COUNTY

JURY SELECTION SYSTEM

22 Sep 2003

THE SOFTWARE GROUP, INC.

09/16/03/CC  
Check Register for 09/22/03

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Check Number.	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
123795-APCA	Ms TERRI LYNNE GRIFFITH	TERRI LYNNE GRIFFITH	150636	09/22/2003	\$10 00	CC	
123796-APCA	Ms TWYLA REED	TWYLA REED	13565	09/22/2003	\$10 00	CC	
123797-APCA	Ms SHERIATHEA WATERS	SHERIATHEA WATERS	173086	09/22/2003	\$10 00	CC	
123798-APCA	Ms WANDA MEYER MITCHELL	WANDA MEYER MITCHELL	173350	09/22/2003	\$10 00	CC	
123799-APCA	Mr ANDREW MORRIS PACK	ANDREW MORRIS PACK	165590	09/22/2003	\$10 00	CC	
123800-APCA	Ms RHONDA LEA STEPHENS	RHONDA LEA STEPHENS	149217	09/22/2003	\$10 00	CC	
123801-APCA	Ms DENISE RICK CLARK	DENISE RICK CLARK	194685	09/22/2003	\$10 00	CC	
123802-APCA	Mr WILLIE ANTHONY MYERS	WILLIE ANTHONY MYERS	148583	09/22/2003	\$10 00	CC	
123803-APCA	Mr PATRICK WAYNE HATCHER	PATRICK WAYNE HATCHER	205980	09/22/2003	\$10 00	CC	
123804-APCA	Ms WANDA LANELL FORD	WANDA LANELL FORD	12143	09/22/2003	\$10 00	CC	
123805-APCA	Mr WILLIAM WAYNE SPLAWN	WILLIAM WAYNE SPLAWN	164469	09/22/2003	\$10 00	CC	
123806-APCA	Mr DALE HOWARD FERGUSON	DALE HOWARD FERGUSON	6287	09/22/2003	\$10 00	CC	
123807-APCA	Ms DUSTY MARIE THOMPSON	DUSTY MARIE THOMPSON	215977	09/22/2003	\$10 00	CC	
123808-APCA	Mr DALAN LEE SAXON	DALAN LEE SAXON	218572	09/22/2003	\$10 00	CC	
123809-APCA	Mr GREGG ALLEN KEMPE	GREGG ALLEN KEMPE	199706	09/22/2003	\$10 00	CC	
123810-APCA	Ms MARY ANNE FARROW	MARY ANNE FARROW	195290	09/22/2003	\$10 00	CC	
123811-APCA	Ms LATASHIA DORIN TATE	LATASHIA DORIN TATE	191792	09/22/2003	\$10 00	CC	
123812-APCA	Mr HOWARD ARNETT WALDON	HOWARD ARNETT WALDON	216513	09/22/2003	\$10 00	CC	
123813-APCA	Ms KIMBERLY SUZANNE CAPPS	KIMBERLY SUZANNE CAPPS	194406	09/22/2003	\$10 00	CC	
123814-APCA	Mr JOHN ALBERT CUNNINGHAM	JOHN ALBERT CUNNINGHAM	207683	09/22/2003	\$10 00	CC	
123815-APCA	Ms MARISTA SKYE HOOVER	MARISTA SKYE HOOVER	217512	09/22/2003	\$10 00	CC	
123816-APCA	Ms JODIE PATTERSON	JODIE PATTERSON	140403	09/22/2003	\$10 00	CC	
123817-APCA	Mr TOMMY P BYNUM	TOMMY P BYNUM	2093	09/22/2003	\$10 00	CC	
123818-APCA	Ms JENNIFER PEPPER DAVIS	JENNIFER PEPPER DAVIS	206623	09/22/2003	\$10 00	CC	
123819-APCA	Mr RICKEY LYNN HILL	RICKEY LYNN HILL	160442	09/22/2003	\$10 00	CC	
123820-APCA	Mr JOE BOB HUNTER	JOE BOB HUNTER	144571	09/22/2003	\$10 00	CC	

UPSHUR COUNTY

JURY SELECTION SYSTEM

22 Sep 2003

THE SOFTWARE GROUP, INC

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Check Register for 09/22/03

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Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
123821-APCA	Ms CYNTHIA LYNN STEGER	CYNTHIA LYNN STEGER	162360	09/22/2003	\$10 00	CC	
123822-APCA	Ms JANET STEGALL	JANET STEGALL	146312	09/22/2003	\$10 00	CC	
123823-APCA	Mr LARKIN CLEMONS	LARKIN CLEMONS	160562	09/22/2003	\$10 00	CC	
123824-APCA	Ms HELEN STRICKLAND	HELEN STRICKLAND	5412	09/22/2003	\$10 00	CC	
123825-APCA	Mr DONALD WAYNE PORTER	DONALD WAYNE PORTER	218082	09/22/2003	\$10 00	CC	
123826-APCA	Ms LACITIA ANN ATTAWAY	LACITIA ANN ATTAWAY	194714	09/22/2003	\$10 00	CC	
123827-APCA	Mr DARREL GLEN SEAHORN	DARREL GLEN SEAHORN	162175	09/22/2003	\$10 00	CC	
123828-APCA	Mr CHARLES EUGENE PHARR	CHARLES EUGENE PHARR	174135	09/22/2003	\$10 00	CC	
123829-APCA	Ms BLANCHE KATHRYN PAYE	BLANCHE KATHRYN PAYE	206947	09/22/2003	\$10 00	CC	
123830-APCA	Mr DAVID WINSTON HOBBS	DAVID WINSTON HOBBS	160111	09/22/2003	\$10 00	CC	
123831-APCA	Ms DEBORAH KAYE MCKINLEY	DEBORAH KAYE MCKINLEY	148538	09/22/2003	\$10 00	CC	
123832-APCA	Mr JOHNNY W ALLBRITTON	JOHNNY W ALLBRITTON	218676	09/22/2003	\$10 00	CC	
123833-APCA	Ms RUBY JOYCE HOCKING	RUBY JOYCE HOCKING	217472	09/22/2003	\$10 00	CC	
123834-APCA	Ms WENDY LORAIN SIMS	WENDY LORAIN SIMS	218012	09/22/2003	\$10 00	CC	
123835-APCA	Ms DONITA EBARB CICARDO	DONITA EBARB CICARDO	198025	09/22/2003	\$10 00	CC	
123836-APCA	Ms MABLE JEAN STEPHENS	MABLE JEAN STEPHENS	201002	09/22/2003	\$10 00	CC	
123837-APCA	Ms SHEILA DIANE JOHNSON	SHEILA DIANE JOHNSON	193064	09/22/2003	\$10 00	CC	
123838-APCA	Mr TERRY PAUL ROBERTS	TERRY PAUL ROBERTS	170348	09/22/2003	\$10 00	CC	
123839-APCA	Mr MALCOLM MARVIN WRIGHT	MALCOLM MARVIN WRIGHT	143300	09/22/2003	\$10 00	CC	
123840-APCA	Ms DEBBIE SUE STRACENER	DEBBIE SUE STRACENER	205822	09/22/2003	\$10 00	CC	
123841-APCA	Ms SABRINA SUTTON	SABRINA SUTTON	140494	09/22/2003	\$10 00	CC	

Check Amounts

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\$730 00

73 records listed

101-105-100-205

101 15 PG 259

**PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY**

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

PRECINCT NO.: 1                      DATE: September 26, 2003

Formal notice is hereby given that RICK WACLAWCZYK, whose principal address is 12516 Shanon Rd Dumas 78840, does hereby purpose to place a culvert within the ROW of County Road Redwood. 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 30th day of September, 2003. I, Rick Wacławczyk, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Ricky R. Wacławczyk  
TELEPHONE: 903-663-4333 (work)  
903-968-4892 (residence)

**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 , 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:

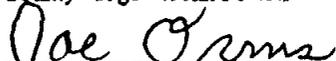
1. Baricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed 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.

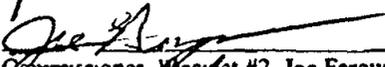
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5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage 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.

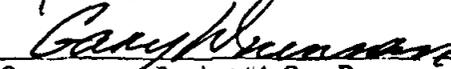
APPROVED ON THIS 30 DAY OF SEPTEMBER, 2003

  
County Judge - Dean Fowler

  
Commissioner, Precinct #1, Joe Orms

  
Commissioner, Precinct #2, Joe Ferguson

  
Commissioner, Precinct #3, Rick Jackson

  
Commissioner, Precinct #4, Gary Drennan

I would appreciate a meeting w/ the road engineer to discuss the site and size of the culvert necessary for our land site. I will be available any time, WED. THURS or Friday please call to set up a time. TM with the first  
Thankyou  
Ruby Minkley

**PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY**

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

VOL 65 PG 261

PRECINCT NO.: 1

DATE: September 29, 2003

Formal notice is hereby given that Mrs. Larry Hagler, whose principal address is 1585 N. Point Pleasant Road, Gladewater, TX 75647, does hereby purpose to place a culvert within the ROW of County Road N. Point Pleasant. 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 30th day of September, 2003. I, Mrs. Larry Hagler, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Mrs Larry Hagler  
TELEPHONE: 903-845-8348

**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 September 29, 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.

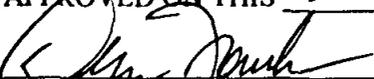
All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this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

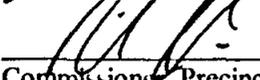
- Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right 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 30 DAY OF SEPTEMBER, 2003

  
County Judge - Dean Fowler

  
Commissioner, Precinct #1, Joe Orms

  
Commissioner, Precinct #2, Joe Ferguson

  
Commissioner, Precinct #3, Rick Jackson

  
Commissioner, Precinct #4, Gary Drennan

**PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY**

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

PRECINCT 1DATE 9-26-03

Formal notice is hereby given that Lonie Dowd, whose principal address is 2532 Redwood Rd., does hereby purpose to place a Culvert within the ROW of County Road Redwood Rd.. 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 26 day of Sept, 2003. I, Lonie Dowd, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Lonie Dowd Lonie Dowd  
 TELEPHONE: 903-734-1751

**APPROVAL OF PERMIT APPLICATION**

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed \_\_\_\_\_ as shown by accompanying drawings and notice dated \_\_\_\_\_, 2003, except as noted below:

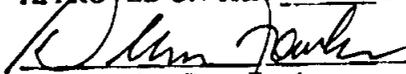
It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add 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.

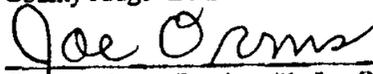
All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this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

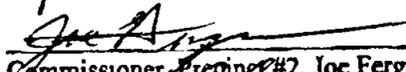
1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed 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.

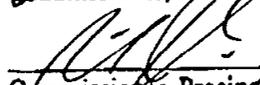
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will be borne by owner of this line.
6. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners' Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; inside diameter of casings shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.
7. All excavations within the right of way and not under surfacing shall be backfilled by tamping 6 inch horizontal layers.
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

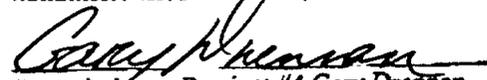
APPROVED ON THIS 30 DAY OF SEPTEMBER, 2002

  
County Judge - Dean Fowler

  
Commissioner, Precinct #1, Joe Orms

  
Commissioner, Precinct #2, Joe Ferguson

  
Commissioner, Precinct #3, Rick Jackson

  
Commissioner, Precinct #4, Gary Drennan

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

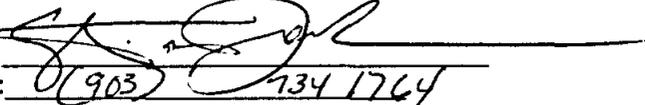
TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS

VOL 65 PG 265

PRECINCT 1

DATE September 17, 2003

Formal notice is hereby given that Steve Johnson, whose principal address is 3606 Bob-O-Link, does hereby purpose to place a culvert within the ROW of County Road Bob-O-Link. 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 17th day of September, 2003. I, Steve Johnson, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: 

TELEPHONE: (903) 734 1764

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 September 17, 2003, except as noted below:

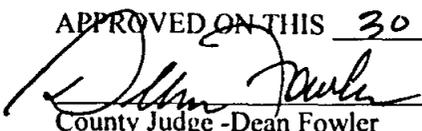
It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add 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.

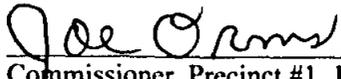
All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this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

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.

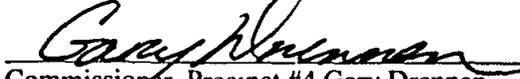
APPROVED ON THIS 30 DAY OF SEPTEMBER, 2003.

  
County Judge -Dean Fowler

  
Commissioner, Precinct #1, Joe Orms

  
Commissioner, Precinct #2, Joe Ferguson

  
Commissioner, Precinct #3, Rick Jackson

  
Commissioner, Precinct #4, Gary Drennan

VOL 1e5 PG 267

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3

DATE September 16, 2003

Formal notice is hereby given that Carolyn Perry, whose principal address is 320 PR 3391, Big Sandy, Texas 75755, does hereby purpose to place a culvert within the ROW of County Road Almond. 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 16th day of September, 2003. I, Carolyn Perry, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE:

TELEPHONE:

Carolyn Perry  
903-734-7621

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 September 16, 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.

vol 15 PG 268

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

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

7. All excavations within the right of way and not under surfacing shall be backfilled by tamping 6 inch horizontal layers.

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.

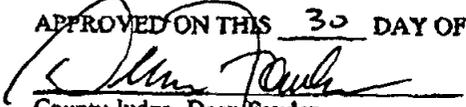
10. Where evidence is presented indicating the impracticability of boring or tunneling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible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

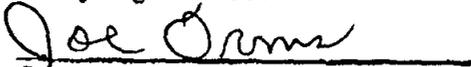
11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.

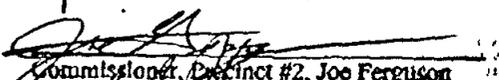
12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structure, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

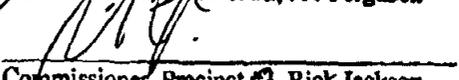
13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of inspection.

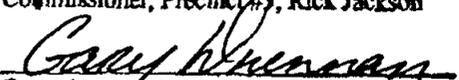
APPROVED ON THIS 30 DAY OF SEPTEMBER, 2003.

  
County Judge - Dean Fowler

  
Commissioner, Precinct #1, Joe Orms

  
Commissioner, Precinct #2, Joe Ferguson

  
Commissioner, Precinct #3, Rick Jackson

  
Commissioner, Precinct #4, Gary Drennan

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1DATE September 16, 2003

Formal notice is hereby given that ETEX TELEPHONE, whose principal address is Hwy 155 North, does hereby purpose to place a culvert within the ROW of County Road SARA. 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 16th day of September, 2003. I, Dennis Younger, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: Dennis YoungerTELEPHONE: 903-797-2711APPROVAL 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 September 16, 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.

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

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

7. All excavations within the right of way and not under surfacing shall be backfilled by tamping 6 inch horizontal layers.

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.

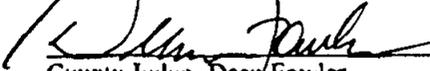
10. Where evidence is presented indicating the impracticability of boring or tunneling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern. (a) Excavation areas are to be filled and packed with compatible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

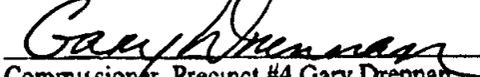
APPROVED ON THIS 30 DAY OF SEPTEMBER, 2003.

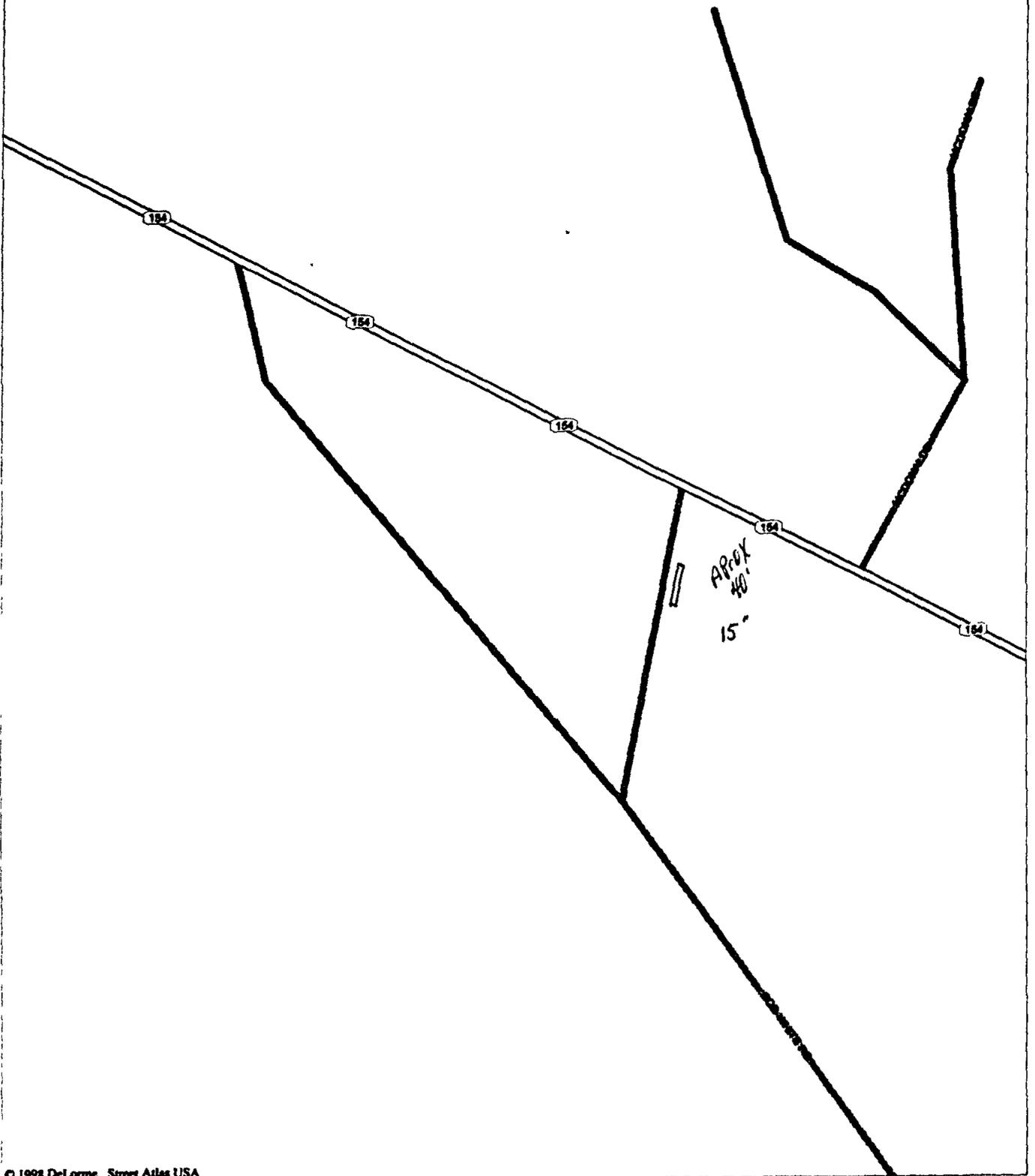
  
County Judge - Dean Fowler

  
Commissioner, Precinct #1, Joe Orms

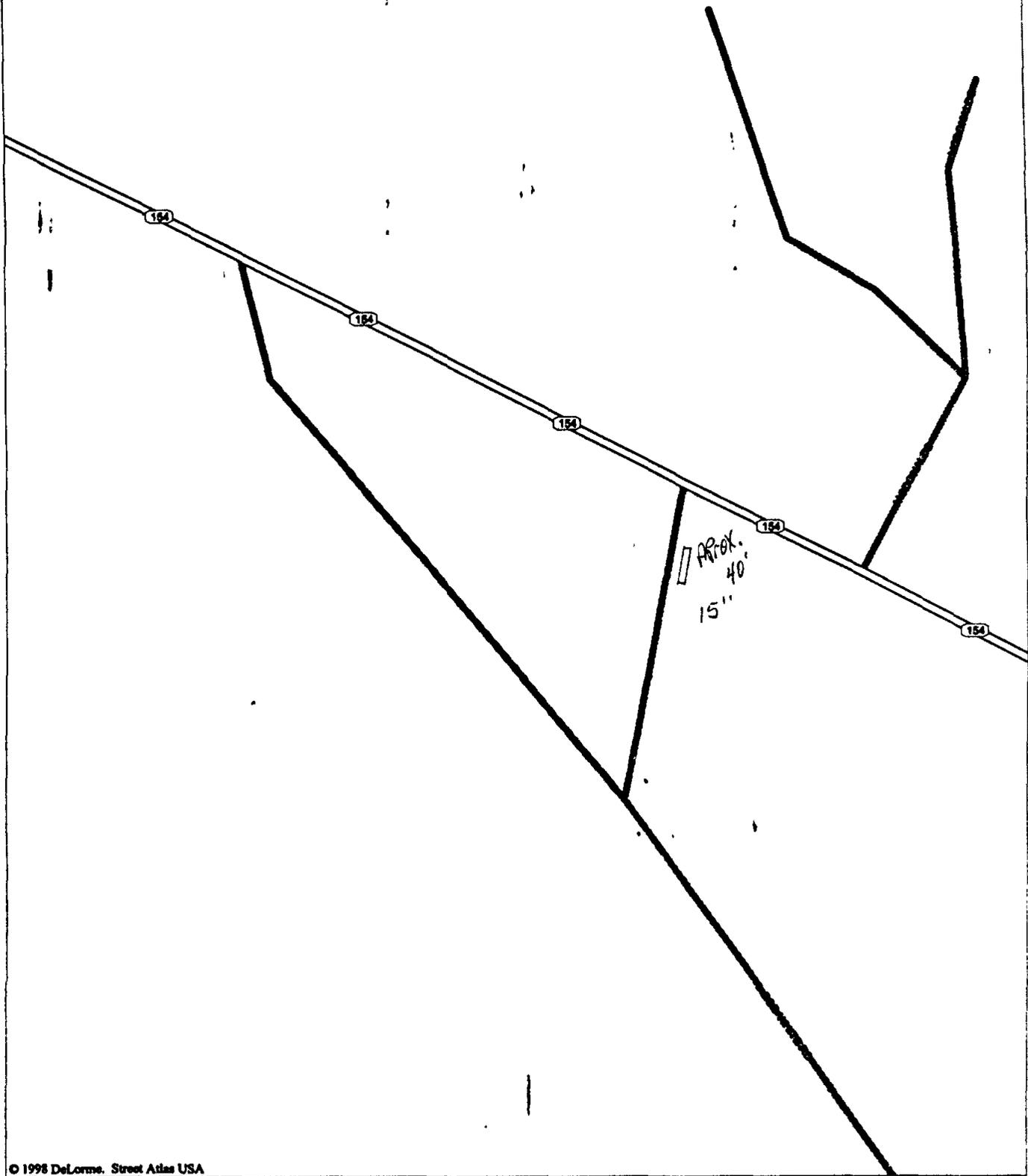
  
Commissioner, Precinct #2, Joe Ferguson

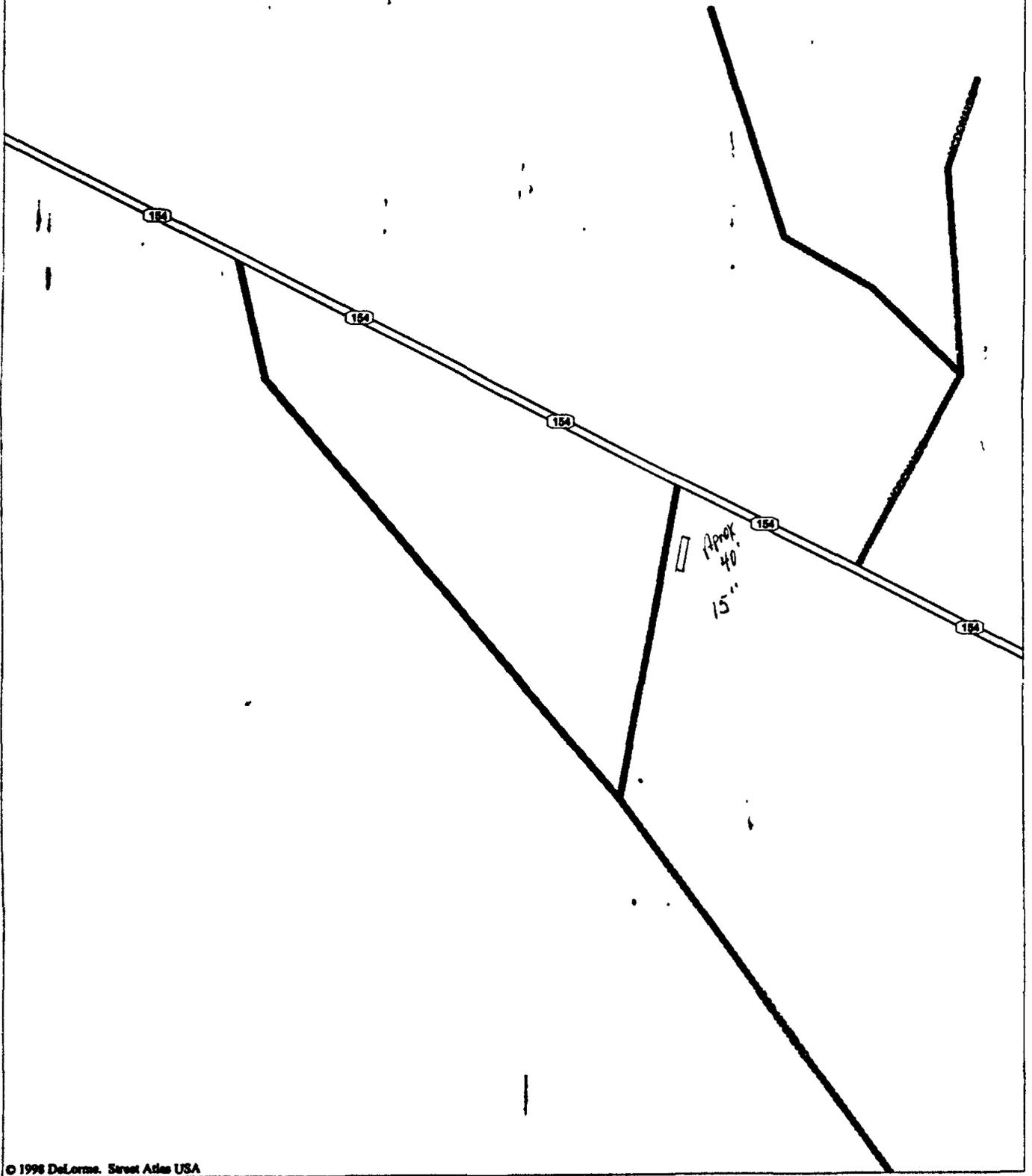
  
Commissioner, Precinct #3, Rick Jackson

  
Commissioner, Precinct #4, Gary Drennan



VOL 65 PG 272





**PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY**

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

PRECINCT 2

DATE: September 15, 2003

Formal notice is hereby given that KEN LOYD, whose principal address is 3719 FM 555, Gilmer, TX 75645, does hereby purpose to place a culvert within the ROW of County Road Fern. 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 15th day of September, 2003. I, Ken Loyd, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME:

*Ken W. Loyd*

TELEPHONE: 903-807-2694

**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 September 15, 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:

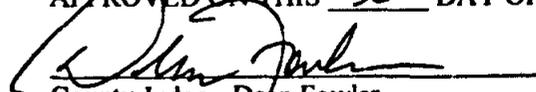
1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed 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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VOL 15 PG 275

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 30 DAY OF SEPTEMBER, 2003.

  
County Judge - Dean Fowler

  
Commissioner, Precinct #1, Joe Orms

  
Commissioner, Precinct #2, Joe E. Ferguson

  
Commissioner, Precinct #3, Rick Jackson

  
Commissioner, Precinct #4, Gary Drennan

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS    }  
COUNTY OF UPSHUR    }

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, BRADLEY CONTRACTORS, 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) approximately 1/2 mile on Pecan Road.

2.

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

3.

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

BRADLEY CONTRACTORS

By: [Signature]  
First Party Signature

[Signature]  
County Judge - Dean Fowler

P. O. Box 312  
Street or Box

[Signature]  
Commissioner, Prec. 1 - Joe Orms

Jefferson, TX 75657  
City, State and Zip Code

[Signature]  
Commissioner, Prec. 2 - Joe E. Ferguson

903-665-9999  
Telephone

[Signature]  
Commissioner, Prec. 3 - Rick Jackson

Orval Lindsey  
Timber Tract

[Signature]  
Commissioner, Prec. 4 - Gary Drennan

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

NOV 21 1988

VOL 15 PG 278

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS )  
COUNTY OF UPSHUR )

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, ACE TRANSPORTATION KILGORE hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as 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) Turn onto Churaberry stay to right go 13/10 mile, continue past the church 3/10 of mile, turn right on lease road

2.

First Party agrees to use it 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 location in Precinct No. 3, Upshur County.

4.

First Party agrees 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 Commissioner's Court to insure performance of agreement

6.

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

VOL 65 PG 279

Angie Jones (Ace Transportation)

First Party Signature

County Judge - Dean Fowler

P.O. Box 2227

Street or Box

Joe Orms

Commissioner, Prec. 1 - Joe Orms

Kilgore, Texas 75663

City, State and Zip Code

Joe E. Ferguson

Commissioner, Prec. 2 - Joe E. Ferguson

903-983-0007

Telephone

Rick Jackson

Commissioner, Prec. 3 - Rick Jackson

Trimmer Tract

Gary Drennan

Commissioner, Prec. 4 - Gary Drennan

09-15-2003

Date Signed

Date Signed

**PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS**

vol 165 PG 280

Property off of \_\_\_\_\_  
Mailing Address: 1716 Daylily RD  
Gilmer TX 75645-6380  
Telephone No. 903 797 2505

Date: 9/22, 2003

**LETTER AGREEMENT**

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").

**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

Bruce K. Galster

UPSHUR COUNTY

By [Signature]  
Its County Judge

Property off of Paul MAY  
Mailing Address: 2385  
Mustang Rd.  
GILMER, TX  
Telephone No. 903 734 7457

**LETTER AGREEMENT**

Date: 9.15, 2003

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

**RECITALS**

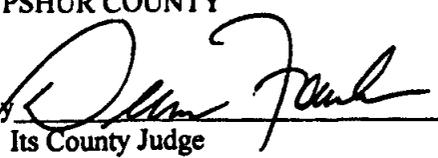
WHEREAS, County is the possessor of certain dirt, silt, or other products of right-of-way dredging which County is desirous of disposing without unjustifiable transportation or stockpiling expenses; and

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  


UPSHUR COUNTY  
By   
Its County Judge

VOL 15 PG 282

Property off of \_\_\_\_\_  
Mailing Address: 464 Walker rd  
Calmar TX 75645  
Telephone No. 734-6316

Date: 9-15-03, 2003 **LETTER AGREEMENT**

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

464 Walker rd  
Calmar TX

**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

Cliff Askeu

UPSHUR COUNTY

By [Signature]  
Its County Judge

Property off of Greg Bowers  
Mailing Address: 7259 White Oak  
Big Sandy TX  
Telephone No. 636-4922

**LETTER AGREEMENT**

Date: 9/11, 2003

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Betty Bowers, 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  
Betty Bowers

UPSHUR COUNTY  
By [Signature]  
Its County Judge

Property off of: Seal Road  
Mailing Address: 10533 St. Hwy. 155 N.  
Ore City, Texas 75683  
Telephone No.: 903-762-1988

**LETTER AGREEMENT**

Date: September 17, 2003

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Tom Simpson, 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

Tom Simpson  
Tom Simpson

UPSHUR COUNTY

By [Signature]  
Its County Judge

Property off of 3359 FM 7265  
Mailing Address: QUIMBERTA

Telephone No. 7245793  
Fax No. \_\_\_\_\_

VOL 105 PG 245

**LETTER AGREEMENT**

Date: 9/26, 2003

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").

**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 onto 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.
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3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/  
LEGAL POSSESSOR

William Moore

UPSHUR COUNTY

[Signature]  
BY ITS COUNTY JUDGE

vol 65 PG 286

Property off of: Myrtlewood  
Mailing Address: 6684 Myrtlewood  
Oilwell, Texas 75645  
Telephone No.: 903-734-6922

**LETTER AGREEMENT**

Date: September 29, 2003

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Evelyn Hayden, 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.
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3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/  
LEGAL POSSESSOR

Evelyn Hayden  
Evelyn Hayden

UPSHUR COUNTY

By: [Signature]  
Its County Judge

Property off of \_\_\_\_\_  
Mailing Address: 3237 FM 706 S.  
Gulmer

Telephone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

**LETTER AGREEMENT**

Date: 9-26-03, 2003

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").

**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 onto 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.
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3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/  
LEGAL POSSESSOR

*[Signature]*

UPSHUR COUNTY

*[Signature]*

BY ITS COUNTY JUDGE

Aug. 14, 2003 given to  
Treasurers Office

VOL-65 PG 288

COUNTY CODE 230

**MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY**

Collected by: Michael L. Smith, Tax Assessor-Collector of Upshur County  
During the month of: July 2003.

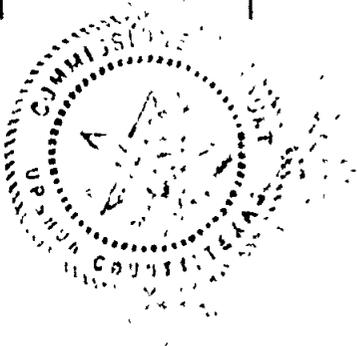
The State of Texas, County of Upshur:

I, Micheal L. Smith, Tax Assessor-Collector of said County, do solemnly swear that the within attached sheets are a true and correct report of all Taxes collected by me during the month of July 2003 showing the total collections as follows, viz:

STATE AD VALOREM TAXES COLLECTED SUBJECT TO DELINQUENT TAX COLLECTOR FEE (ART.7335)

$0.00 \times 15\% = 0.00$

COUNTY TAX COLLECTIONS ON	AD VALOREM	P & I	ATTORNEY FEES	VARIANCE	TABS	OTHER	TOTAL
CURRENT DELINQUENT	\$44,957 86	\$7,394 30	\$6,205 91	-0 46			\$58,557 61
DELINQUENT	\$22,938 73	\$13,249 88	\$5,368 83	0 68			\$41,558 12
PRIOR TO 1982 ATTORNEY FEES NOT COLLECTED			( \$ 6.67)				
TOTAL	\$67,896 59	\$20,644 18	\$11,574 74	0 22			\$100,115 73



*Michael L. Smith*  
TAX ASSESSOR-COLLECTOR, UPSHUR COUNTY, TEXAS

Sworn to and subscribed before me this  
2-24th day of August 2003 A.D.

Pay Delinquent Tax Attorney: \$11,581.41  
\$11,574.74 + \$6.67(prior to 1981)

*Robin Rodenberg*  
COUNTY CLERK, UPSHUR COUNTY, TEXAS

I, Robin Rodenberg, County Clerk of Upshur County, do here by certify that I have carefully examined the above mentioned Monthly Report of Taxes collected by MICHEAL L SMITH, Tax Assessor-Collector of said county

*Robin Rodenberg*  
COUNTY CLERK, UPSHUR COUNTY, TEXAS

**MONTHLY REPORT**  
FOR  
**AD VALOREM TAXES AND FEES**  
JULY 2003

CURRENT DELINQUENT TAXES	\$44,957.86
DELINQUENT TAXES	\$22,938.73
PENALTY & INTEREST	\$20,644.18
ATTORNEY FEES COLLECTED	\$11,574.74
TAX CERTIFICATES & FEES	\$ 1,138.00
RETURN CHECK FEES	\$ 40.00
BEER AND ALCOHOL FEES	\$ 407.50
VOTER LIST	0.00
MICELLANEOUS FEES	\$ 9.00
VARIANCE	\$ .22
FEDERAL FLOOD CONTROL	\$ 0.00
ENTITIES COLLECTION FEES	0.00
MANUAL DISTRIBUTION	0.00
TOTAL COLLECTIONS	\$101,710.23
AD VALOREM INTEREST	\$109.87
HWY DEPARTMENT INTEREST	\$199.87

**MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY**

Collected by: Micheal L. Smith, Tax Assessor-Collector of Upshur County  
 During the month of: August 2003

The State of Texas, County of Upshur  
 I, Micheal L. Smith, Tax Assessor-Collector of said County, do solemnly swear that the within attached sheets are a true and correct report of all Taxes collected by me during the month of August 2003 showing the total collections as follows, viz:

STATE AD VALOREM TAXES COLLECTED SUBJECT TO DELINQUENT TAX COLLECTOR FEE (ART.7335)

$0.00 \times 15\% = 0.00$

COUNTY TAX COLLECTIONS ON	AD VALOREM	P & I	ATTORNEY FEES	VARIANCE	TABS	OTHER	TOTAL
CURRENT DELINQUENT	\$33,657 51	\$6,238 02	\$5,976 55	-0 42			\$45,871 66
DELINQUENT	\$31,185 74	\$18,485 38	\$7,425 32	-14 55			\$57,081 89
PRIOR TO 1982 ATTORNEY FEES NOT COLLECTED			(\$1 24)				
TOTAL	\$64,843 25	\$24,723 40	\$13,401 87	-14 97			\$102,953 55

*Micheal L. Smith*  
 TAX ASSESSOR-COLLECTOR, UPSHUR COUNTY, TEXAS  
 Sworn to and subscribed before me this 9th day of September, 2003 A.D.

*Robin Rodenberg*  
 COUNTY CLERK, UPSHUR COUNTY, TEXAS

Pay Delinquent Tax Attorney: \$13403.11

\$13,401.87 + \$1.24 (prior to 1981)

I, Robin Rodenberg, County Clerk of Upshur County, do here by certify that I have carefully examined the above mentioned Monthly Report of Taxes collected by MICHEAL L. SMITH, Tax Assessor-Collector of said county

**MONTHLY REPORT**  
FOR  
**AD VALOREM TAXES AND FEES**  
August 2003

CURRENT DELINQUENT TAXES	\$33,657.51
DELINQUENT TAXES	\$31,185.74
PENALTY & INTEREST	\$24,723.40
ATTORNEY FEES COLLECTED	\$13,401.87
TAX CERTIFICATES & FEES	\$ 910.00
RETURN CHECK FEES	\$ 90.00
BEER AND ALCOHOL FEES	\$ 68.00
VOTER LIST	0.00
MICELLANEOUS FEES	\$ 3.00
VARIANCE	\$ -\$14.97
FEDERAL FLOOD CONTROL	\$ 0.00
ENTITIES COLLECTION FEES	\$ 5,517.14
MANUAL DISTRIBUTION	0.00
TEX	\$ 7.98
TOTAL COLLECTIONS	\$109,549.67
AD VALOREM INTEREST	\$102.74
HWY DEPARTMENT INTEREST	\$187.04

---

(230) UPSHUR COUNTY

	ITEMS	...LEVY M40	...LEVY I&S	....TAX DUE	.DISC / P&I	...ATTORNEY	.....FEE	AMOUNT PAID	.AMOUNT DUE	...VARIANCE
1981	1	2.22	0.00	2.22	6.02	0.00	0.00	8.24	8.24	0.00
1982	2	2.83	0.00	2.83	7.33	1.52	0.00	11.68	11.68	0.00
1983	2	8.70	0.00	8.70	21.48	4.52	0.00	34.70	34.70	0.00
1984	2	6.87	0.00	6.87	16.13	3.45	0.00	26.45	26.45	0.00
1985	9	64.75	0.00	64.75	144.38	31.37	0.00	240.60	240.50	0.10
1986	13	102.85	0.00	102.85	216.96	47.98	0.00	367.79	367.79	0.00
1987	11	82.35	15.65	98.00	194.96	43.94	0.00	336.90	336.90	0.00
1988	13	99.98	15.54	115.52	215.96	49.72	0.00	381.20	381.20	0.00
1989	12	88.00	12.85	100.85	176.32	41.59	0.00	318.75	318.76	-0.01
1990	22	150.91	20.32	171.23	278.90	67.52	0.00	517.64	517.65	-0.01
1991	30	431.76	61.16	492.92	744.00	185.54	0.00	1422.45	1422.46	-0.01
1992	35	450.24	58.69	508.93	707.24	182.42	0.00	1398.58	1398.59	-0.01
1993	34	341.58	40.49	382.07	484.90	130.05	0.00	997.01	997.02	-0.01
1994	48	744.39	82.76	827.15	951.09	266.74	0.00	2044.96	2044.98	-0.02
1995	46	964.37	54.42	1018.79	1048.68	310.13	0.00	2377.56	2377.60	-0.04
1996	44	910.82	84.33	995.15	904.28	284.92	0.00	2184.35	2184.35	0.00
1997	82	1859.12	160.87	2019.99	1593.92	542.05	0.00	4155.88	4155.96	-0.08
1998	88	3656.84	373.19	4030.03	2698.28	1009.20	0.00	7737.39	7737.51	-0.12
1999	125	4547.50	0.00	4547.50	2499.15	1056.94	0.00	8103.49	8103.59	-0.10
2000	574	5719.78	744.69	6464.47	2774.70	1385.77	0.00	10624.90	10624.94	-0.04
2001	974	8347.46	877.46	9224.92	2800.70	1779.95	0.00	13791.37	13805.57	-14.20
2002	1642	30247.87	3409.64	33657.51	6238.02	5976.55	0.00	45871.66	45872.08	-0.42
Entity 230	3809	58831.19	6012.06	64843.25	24723.40	13401.87	0.00	102953.55	102968.52	-14.97

124  
13403.11 prior to 1982  
 Attorney fees

UPSHUR COUNTY TAX ASSESSOR COLLECTOR  
THE SOFTWARE GROUP, INC.

A T C S Y S T E M  
RECAP REPORT FOR ENTITY 230 08/01/03 THRU 08/31/03

03 Sep 2003  
PAGE 2

	YR	ORIG ADJ TAX	CHG TAX DUE	NEW ADJ TAX	TAX PAID	DISC/F&I	ATT FEE	NET PAID	AMOUNT PAID	VARIANCE
	88	33382.65	-32.49	33350.16	115.52	215.96	49.72	381.20	381.20	0.00
	89	36443.64	-46.97	36396.67	100.85	176.32	41.59	318.76	318.75	-0.01
	90	38287.04	-23.06	38263.98	171.23	278.90	67.52	517.65	517.64	-0.01
	91	44312.68	-46.60	44265.88	492.92	744.00	185.54	1422.46	1422.45	-0.01
	92	50659.35	-23.32	50636.03	508.93	707.24	182.42	1398.59	1398.58	-0.01
	93	62949.80	-103.46	62846.34	382.07	484.90	130.05	997.02	997.01	-0.01
	94	69035.40	-98.85	68936.55	827.15	951.89	266.74	2044.98	2044.96	-0.02
	95	92495.96	-102.36	92393.60	1018.79	1248.68	310.13	2377.60	2377.56	-0.04
	96	116506.22	-227.37	116278.85	995.15	934.28	284.92	2184.35	2184.35	0.00
	97	151545.09	-15.37	151529.72	2019.99	1593.92	542.05	4155.96	4155.88	-0.08
	98	202187.78	-50.96	202056.82	4030.03	2698.28	1009.20	7737.51	7737.39	-0.12
	99	220355.27	-53.31	220301.96	4547.50	2499.15	1056.94	8103.59	8103.49	-0.10
	00	531669.83	-55.58	531614.25	6464.47	2774.70	1385.77	10624.94	10624.90	-0.04
	01	7253397.42	-69.22	7253328.20	9224.92	2800.70	1779.95	13805.57	13791.37	-14.20
	02	7597614.01	-582.19	7597031.82	33657.51	6238.02	5976.55	45872.08	45871.66	-0.42
230		16758958.94	-1711.59	16757247.35	64843.25	24723.40	13401.87	102968.52	102953.55	-14.97

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UPSHUR COUNTY TAX ASSESSOR COLLECTOR  
THE SOFTWARE GROUP, INC.

ATC SYSTEM  
RECAP REPORT FOR ENTITY 230 08/01/03 THRU 08/31/03

03 Sep 2003  
PAGE 1

YR	ORIG	ADJ	TAX	CHG	TAX	DUE	NEW	ADJ	TAX	TAX	PAID	DISC/P&I	ATT	FEE	NET	PAID	AMOUNT	PAID	VARIANCE
39			0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40			0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41			0.13		0.00		0.13		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42			0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
43			0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44			0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45			0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46			0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49			1.27		0.00		1.27		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
50			1.28		0.00		1.28		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
51			2.88		0.00		2.88		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52			3.83		0.00		3.83		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
53			162.51		0.00		162.51		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
54			107.54		0.00		107.54		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
55			1.73		0.00		1.73		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
56			1.73		0.00		1.73		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
57			1.87		0.00		1.87		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
58			1.43		0.00		1.43		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
59			4.74		0.00		4.74		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60			4.10		0.00		4.10		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61			27.10		0.00		27.10		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62			4.52		0.00		4.52		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63			13.44		0.00		13.44		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
64			13.91		0.00		13.91		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65			28.23		0.00		28.23		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
66			14.57		0.00		14.57		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
67			35.51		0.00		35.51		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68			49.67		0.00		49.67		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
69			71.27		0.00		71.27		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
70			75.13		0.00		75.13		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
71			49.13		0.00		49.13		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
72			78.43		0.00		78.43		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
73			34.51		0.00		34.51		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
74			55.53		0.00		55.53		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
75			93.10		0.00		93.10		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
76			83.29		0.00		83.29		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
77			70.76		0.00		70.76		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
78			151.23		0.00		151.23		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
79			224.59		0.00		224.59		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
80			326.96		0.00		326.96		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81			1271.46		0.00		1271.46		2.22	6.22	0.00	6.24	0.24	0.20	0.20	0.20	0.20	0.20	0.00
82			24365.91		0.00		24365.91		2.53	7.33	1.52	11.68	11.68	0.00	0.00	0.00	0.00	0.00	0.00
83			24623.21		0.00		24623.21		8.70	21.48	4.52	34.70	34.70	0.00	0.00	0.00	0.00	0.00	0.00
84			33000.90		0.00		33000.90		5.87	18.13	3.45	26.45	26.45	0.00	0.00	0.00	0.00	0.00	0.00
85			42763.35		0.00		42763.35		64.75	144.38	31.37	242.50	242.50	0.00	0.00	0.00	0.00	0.00	0.00
86			36203.35		-75.23		35928.12		62.85	216.56	47.58	257.75	257.75	0.00	0.00	0.00	0.00	0.00	0.00
87			36282.30		-101.25		36181.05		58.22	194.96	43.94	336.50	336.50	0.00	0.00	0.00	0.00	0.00	0.00

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FY: 10/01/2002

ATC SYSTEM  
Monthly Statement of Condition Report  
Month Ending 08/31/2003  
Excluding Rollbacks

09/05/2003  
Page 1

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CURRENT ROLL	CURRENT MTD	CURRENT YTD
Current Taxes Collected	33,657.51	7,180,837.34
Penalty and Interest	6,238.82	71,517.24
Attorney Fees	5,976.55	16,798.97
Overage	(8.42)	2,299.37
Total Funds Collected	45,871.66	7,270,652.92
2002 Tax Levy Roll		7,687,779.34
Supplements	(582.19)	(10,747.52)
Adjusted Tax Levy Roll		7,597,031.82
Prior Month Taxes Collected	7,146,379.83	
Current Month Taxes Collected	33,657.51	
Total Taxes Collected		7,180,837.34
Balance of Current Roll		416,994.48
% of Current Roll Collected		94.5111
DELINQUENT ROLL	CURRENT MTD	CURRENT YTD
Delinquent Taxes Collected	31,185.74	316,814.46
Penalty and Interest	18,485.38	163,583.94
Attorney Fees	7,425.32	71,183.69
Overage	(14.55)	(73.90)
Total Funds Collected	57,081.89	551,428.19
Delinquent Tax Levy Roll		1,629,589.86
Supplements	(1,129.40)	(28,931.70)
Adjusted Tax Levy Roll		1,600,658.16
Prior Month Taxes Collected	285,628.72	
Current Month Taxes Collected	31,185.74	
Total Taxes Collected		316,814.46
Balance of Delinquent Roll		1,283,843.70
% of Delinquent Roll Collected		19.7928
Total Tax Outstanding		1,700,838.18



Upper County Tax Office  
THE SOFTWARE GROUP, INC.

ATC SYSTEM  
YEAR TO DATE RECAP REPORT FOR ENTITY 230 THRU 06/30/88

10/03/88 03 SEP 2003  
PAGE 2

TR	ORIGINAL TAX	CHG TAX DUE	NEW ADJ TAX	XCOL	PAID TAX # PAID	DISC/P41	ATT FLE	AMOUNT PAID	VARIANCE	UNPAID TAX # UNPAID
56	14.57	0.00	14.57	0	0.00	0.00	0.00	0.00	0.00	14.57
57	35.51	0.00	35.51	1	0.22	0.50	0.1	0.03	0.00	35.29
58	30.42	-0.75	49.67	0	0.00	0.00	0.00	0.00	0.00	30.67
59	73.52	2.35	71.27	0	0.00	0.00	0.00	0.00	0.00	71.27
70	75.13	0.00	75.13	2	1.76	4.12	0.1	6.39	0.00	73.37
71	49.76	-0.63	49.13	0	0.00	0.00	0.00	0.00	0.00	49.13
72	79.31	-1.38	70.93	1	0.63	1.21	0.18	2.12	0.00	71.00
73	37.20	-0.69	34.51	2	0.63	1.17	0.17	2.07	0.00	33.88
74	57.50	-1.07	55.33	21	1.40	14.34	5.35	23.29	0.00	44.13
75	30.04	4.94	33.10	0	17.10	31.39	0.17	70.76	0.00	70.00
76	31.00	-0.01	33.29	22	18.10	32.04	0.02	30.66	0.00	33.29
77	73.54	0.38	70.76	26	0.10	20.35	0.05	79.40	0.00	22.60
78	189.20	-57.37	151.23	02	32.72	34.46	0.19	127.37	0.00	118.31
79	262.26	-137.47	224.59	39	37.70	227.69	14.27	355.35	0.01	136.59
80	3253.32	-7524.36	326.96	16	130.17	265.79	56.13	364.03	1.43	170.73
81	2446.37	-2175.31	227.46	16	201.72	483.20	71.17	763.80	1.51	209.74
82	23628.69	-1242.70	24365.31	4	335.75	2047.46	111.33	3326.10	1.42	23490.16
83	26235.02	-1011.31	24623.21	16	3835.22	2371.02	257.14	3963.51	1.63	20783.69
84	37728.03	-1065.49	32062.90	6	2007.36	2082.36	375.05	3337.63	70.30	21654.24
85	47632.36	-3063.21	48767.35	12	4562.33	6637.62	1434.19	13094.50	-0.14	33906.42
86	42115.07	-6131.33	25924.12	13	4710.12	7685.35	1811.15	14562.15	355.33	21214.00
87	11160.14	-4973.13	36181.25	17	6138.13	10100.03	2400.17	10000.74	150.00	10000.00
88	26300.19	2300.03	26350.16	18	3255.00	3306.47	2200.18	17564.01	12.06	27394.06
89	40163.05	-3766.42	36396.67	23	3313.30	2000.69	3061.10	23563.06	100.71	20000.17
90	11064.71	-1000.73	20203.30	26	3838.70	3406.34	2400.17	26721.11	10.00	19425.10

Opswaw County Tax Office  
THE SOFTWARE GROUP, INC.

970 97878  
YEAR TO DATE RECAP REPORT FOR ENTITY C30 THRU 08/31 88

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YR	ORIGINAL TAX	CHG TAX DUE	NEW ADJ TAX	ACCL	PAID TAX # PAID	DISC/P&I	ATT TCE	AMOUNT PAID	VARIANCE	UNPAID TAX # UNPAID
81	40873.57	2074.33	44265.88	27	1002.22	13782.65	3761.16	29826.03	2.28	22193.58 2654
82	23191.56	2555.33	30636.83	31	15724.76	16219.30	4714.17	30659.25	1.22	34911.27 2400
83	63819.85	-2173.51	60346.34	32	20121.10	19372.67	2833.14	45307.83	3.32	27438.24 2021
84	71576.53	-2640.20	68936.33	36	24397.10	21500.24	6307.28	33611.53	2.11	43324.80 2000
85	36323.69	-3512.89	32393.80	39	20166.87	26113.20	3439.13	72736.89	3.17	16007.53 2132
86	120447.75	-4160.30	116270.85	44	31238.15	32878.38	12142.36	30421.17	161.74	65040.66 2147
87	137837.13	-3307.46	134529.72	47	71642.34	39943.04	18133.1	129651.80	1363.31	79880.78 2146
88	205931.89	-1074.17	202854.82	51	103935.27	46339.07	20336.85	171115.26	1.37	88120.63 2784
89	297383.45	-1768.14	295615.31	55	153050.14	32305.22	27687.32	233240.07	34.13	127211.32 4722
90	344730.99	-1312.52	343418.47	64	341801.34	17019.07	50275.7	112172.35	-1.63	189732.34 2811
91	7300549.10	-47220.35	7253328.75	96	592220.66	102122.87	40131.14	7143720.01	4593.84	230047.34 5246
92	7607773.34	-10747.32	7597026.02	95	7.81513.04	71317.24	16790.17	1271325.41	2253.37	125717.38 2122
C30	16922904.72	-165837.37	16757067.35	85.9	15451206.20	590000.71	234002.20	15021131.45	3020.15	1635561.35 84949



CAROLE KEETON STRAYHORN  
Comptroller

# COMPTROLLER OF PUBLIC ACCOUNTS

P.O. BOX 13528  
AUSTIN, TX 78711-3528

VOL 65 PG 299

September 12, 2003

The Honorable Robin Rodenberg  
County Clerk  
Upshur County  
Post Office Box 730  
Gilmer, Texas 75644-0730

Dear Robin:

My office is in the process of compiling the *2004 Sheriffs' and Constables' Fees* report as required under Local Government Code, Section 118.131. This law permits each commissioners court to set fees to be charged for services by the offices of the sheriff and constables and report these fees to the Comptroller.

By law, these fees must be set before October 1, 2003 and reported to my office no later than October 15, 2003. Enclosed is a copy of your county's fees, as listed in the 2003 report, and instructions on how to report the fees to my office.

My office will publish fees that will become effective January 1, 2004 in a report that will be released no later than December 12, 2003.

If you have questions regarding this matter, please contact Justine Martone, of my Local Government Assistance Division. Justine can be reached by e-mail at [justine.martone@cpa.state.tx.us](mailto:justine.martone@cpa.state.tx.us) or by phone at 1-800-531-5441, extension 3-4690.

Please know that I welcome your good advice at any time. Thanks for all that you do for Texas.

Sincerely,

Carole Keeton Strayhorn  
Texas Comptroller

Enclosures

c: The Honorable Dean Fowler  
Justine Martone

**Instructions for Sheriffs' and Constables' Fees Updates**

1. Please use the enclosed fee sheet to update your information. This fee sheet shows the fees that were in effect in 2003 for your county. We will only accept changes made on this form.
2. Make any changes to the fee amounts by crossing out the old fee and replacing it with the new fee.
3. Please add any additional fees that are not shown here.
4. If there are no changes to your fees please indicate that information on the form by marking the "no change" box and signing the form. Also provide the date, address, and phone number of the individual responsible for providing this information.
5. For questions contact Justine Martone, Local Government Assistance Division, by e-mail at [justine.martone@cpa.state.tx.us](mailto:justine.martone@cpa.state.tx.us) or by phone at 1-800-531-5441, extension 3-4690.

UPSHUR COUNTY

Notices:		
Subpoenas*.....	\$ 75.00	<u>75.00</u>
Summons.....	\$ 75.00	<u>75.00</u>
Writ of Attachment.....	\$100.00	<u>100.00</u>
Writ of Garnishment.....	\$100.00	<u>100.00</u>
Writ of Sequestration.....	\$100.00	<u>100.00</u>
Orders of Sale.....	\$100.00	<u>100.00</u>
Writ of Possession.....	\$100.00	<u>100.00</u>
Forcible Detainer.....	\$100.00	<u>50.00</u> Change
Service Fees:		
Small Claims Citation.....	\$ 50.00	<u>50.00</u>
Justice Court Citation.....	\$ 50.00	<u>50.00</u>
All Other Courts' Citations.....	\$ 55.00	<u>50.00</u> <del>XXXX CHANGE</del>

Other Service Fees: Execution \$50.00, Citation \$55.00, Subpoena/Small Claims \$50.00, Notice of Hearing \$50.00, Temporary Restraining Order \$50.00. *Small Claims Court:* Writ of Sequestration \$50.00 and Writ of Garnishment \$50.00, Protective Order \$55.00.

\*No charge on criminal subpoenas.

Address: P.O. Box 730, Gilmer, Texas 75644-0730

Address: PO Box 790

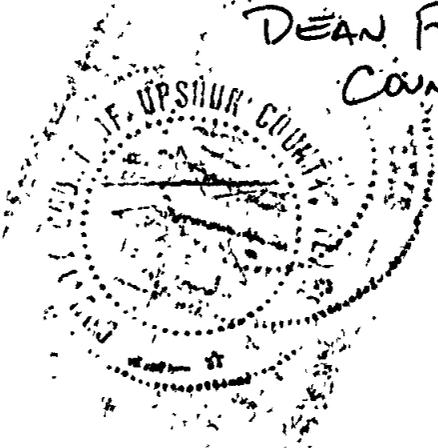
Gilmer TX 75644

Phone #: 903 243 4003

Date: 9/30/03

Signature: *Dean Fowler*  
(Please Print)

DEAN FOWLER  
COUNTY JUDGE



FILED  
ROBIN RODENBERG  
COUNTY CLERK  
03 SEP 30 AM 11:07  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

N/A - Not Applicable  
NP - Not Provided

RESOLUTION

WHEREAS, the Texas Community Development Program Implementation Manual requires that the recipient organization shall provide authenticated documentation, including a sample signature, authorizing the Judge to act as the County's Chief Executive Officer and authorized representative in all matters pertaining to the County's participation in the Texas Community Development Program; and

WHEREAS, the recipient organization, being Upshur County, Texas, has met this requirement by the Commissioners Court passing a resolution naming this authority.

NOW THEREFORE, be it resolved that Dean Fowler, has been delegated this authority in his official capacity as Judge of Upshur County.

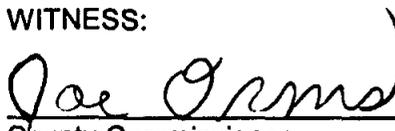
The sample signature of Judge Fowler is shown below:

  
\_\_\_\_\_  
(Sample Signature, Judge)

Passed and approved this 30<sup>th</sup> day of September, 2003.

  
\_\_\_\_\_  
Dean Fowler, County Judge

WITNESS:

  
\_\_\_\_\_  
County Commissioner

WITNESS:

  
\_\_\_\_\_  
County Commissioner



ATTEST

  
\_\_\_\_\_  
Robin Rodenberg, County Clerk

Interlocal Agreement Supplement  
Specific Approval for Project

VOL 65 PG 303

On this 30th day of September, 2003, the City of Ore City, hereinafter referred to as "Ore City", and Upshur County, hereinafter referred to as "County", do hereby jointly agree to execute this supplement to a previously executed interlocal agreement as shown recorded in Volume 64 Page 1027 of the Official Records of Upshur County, Texas pursuant to the authority granted by the Texas Government Code Chapter 791 Interlocal Government Contracts, Section 791.014. The County and Ore City do hereby jointly agree to the following project:

PROJECT LOCATION: Ore City street maintenance

PROJECT DESCRIPTION: Ore City requested the County perform maintenance work on various city streets according to the attached list totaling about 2.2 miles. Ore City will purchase the road oil and hot mix asphalt required to perform the work. The County will provide the labor and equipment required to perform the work. The County estimates that the cost in labor and equipment to perform this work to be \$16,900 and that any compensation made by Ore City to the County will be in accordance with the interlocal agreement

The terms and provisions of this supplement agreement do not amend, modify or alter the terms, provisions or obligations of the previously executed interlocal agreement but shall be considered the specific written approval for the project herein described.

IN WITNESS WHEREOF, this supplement agreement is executed effective this 30 day of SEPT., 2003, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF UPSHUR

ORE CITY

[Signature]  
COUNTY JUDGE

\_\_\_\_\_  
MAYOR

[Signature]  
COMMISSIONER, PCT. 1

\_\_\_\_\_

[Signature]  
COMMISSIONER, PCT. 2

\_\_\_\_\_

[Signature]  
COMMISSIONER, PCT. 3

\_\_\_\_\_

[Signature]  
COMMISSIONER, PCT. 4

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**Interlocal Agreement Supplement  
Specific Approval for Project**

On this \_\_\_\_ day of \_\_\_\_\_, 2003, the City of Ore City, hereinafter referred to as "Ore City", and Upshur County, hereinafter referred to as "County", do hereby jointly agree to execute this supplement to a previously executed interlocal agreement as shown recorded in Volume 64 Page 1027 of the Official Records of Upshur County, Texas pursuant to the authority granted by the Texas Government Code Chapter 791 Interlocal Government Contracts, Section 791.014. The County and Ore City do hereby jointly agree to the following project:

**PROJECT LOCATION:** Ore City street maintenance

**PROJECT DESCRIPTION:** Ore City requested the County perform maintenance work on various city streets according to the attached list totaling about 2.2 miles. Ore City will purchase the road oil and hot mix asphalt required to perform the work. The County will provide the labor and equipment required to perform the work. The County estimates that the cost in labor and equipment to perform this work to be \$16,900 and that any compensation made by Ore City to the County will be in accordance with the interlocal agreement

The terms and provisions of this supplement agreement do not amend, modify or alter the terms, provisions or obligations of the previously executed interlocal agreement but shall be considered the specific written approval for the project herein described.

IN WITNESS WHEREOF, this supplement agreement is executed effective this 30 day of SEPT, 2003, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF UPSHUR

ORE CITY

[Signature]  
COUNTY JUDGE

\_\_\_\_\_  
MAYOR

[Signature]  
COMMISSIONER, PCT. 1

\_\_\_\_\_

[Signature]  
COMMISSIONER, PCT. 2

\_\_\_\_\_

[Signature]  
COMMISSIONER, PCT. 3

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[Signature]  
COMMISSIONER, PCT. 4

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Type Surface	Pct	Dist	Div	Week Planned	Week Done	Road Name	Location	Length	Oil Cost	Total Cost	RAP Cu. Yds.
"F"	2	N	N	11/14		Peach	Main to Forsythia	0 135	\$5,387	\$6,823	
"A"	2	N	N	11/7		Hickory	Peach to Redbud	0 202	\$1,010	\$1,343	
"A"	2	N	N	11/7		Holly	Short to N dead end	0 338	\$1,690	\$2,248	
"A"	2	N	N	11/7		Ash	S dead end to N dead end	0 124	\$620	\$825	
"B"	2	N	N	10/31		Redbud	US 259 to Short	0 935	\$7,480	\$7,480	
"D"	2	N	N	11/7		Short	Redbud to Holly	0 060	\$240	\$450	53
"B"	2	N	N	10/31		Peach	Forsythia to S dead end	0 228	\$1,824	\$1,824	
"D"	2	N	N	11/7		Walking Trail (8'w)	City Park	0 143	\$572	\$1,073	128
GRAND TOTAL								2 165	\$18,823	\$22,086	179

SURFACING TYPES AND ESTIMATED OIL COST PER MILE

Type	Description and Cost
"A"	Slurry Seal = \$5,000 (Approx. \$0 50/ square yard)
"B"	Rework with Road Oil = \$8,000 (Approx. 250 barrels/ mile)
"C"	3" Oil Sand Overlay = \$16,000 (Approx. 500 barrels/ mile)
"D"	3" Asphalt Millings w/Road Oil = \$4,000 (Approx. 125 barrels/ mile)
"E"	3" Overlay (50% millings, 50% sand) = \$10,000 (Approx. 310 barrels/ mile)
"F"	1-1/2" Type "D" Hot Mix Overlay = \$30,000 (Approx. 970 tons/ mile)

SURFACING TYPES AND ESTIMATED OTHER (hauling/material/equipment) COST PER MILE

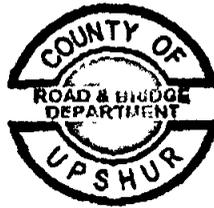
"A"	Slurry Seal = \$1,650 (Aggregate ~\$16 50/ ton, ~100 tons per mile)
"B"	Rework with Road Oil = \$0 (County labor & equipment costs only)
"C"	3" Oil Sand Overlay = \$3,000 (8 loads/day = 192 tons/day, 1,200 tons/mile)
"D"	3" Asphalt Millings w/Road Oil = \$3,500 (8 loads/day, 1400 tons/mile)
"E"	3" Overlay (50% millings, 50% sand) = \$3,250
"F"	1-1/2" Type "D" Hot Mix Overlay = \$8,000 (\$200/hr laydown machine, 200 tons/day)
Assume hauling costs = \$60/hour	

SURFACING TYPES AND ESTIMATED TOTAL COST PER MILE

"A"	Slurry Seal = \$5,000 (oil) + \$1,650 (hauling/aggregate) = \$6,650
"B"	Rework with Road Oil = \$8,000 (oil) + \$0 (hauling/material) = \$8,000
"C"	3" Oil Sand Overlay = \$16,000 (oil) + \$3,000 (hauling) = \$19,000
"D"	3" Asphalt Millings w/Road Oil = \$4,000 (oil) + \$3,500 (hauling) = \$7,500
"E"	3" Overlay (50% millings, 50% sand) = \$10,000 (oil) + \$3,250 (hauling) = \$13,250
"F"	1-1/2" Type "D" Hot Mix Overlay = \$38,000 (all inclusive)

VOL 165 PG 306

OFFICE OF THE COUNTY ENGINEER  
ROAD & BRIDGE DEPARTMENT  
MICHAEL F. WILSON, P.E.



UPSHUR COUNTY  
P.O. BOX 788  
GILMER, TX 75844  
(903) 680-7828  
FAX (903) 764-6288

FACSIMILE TRANSMITTAL SHEET

TO Dean Fowler, County Judge c: Pam Long, County Auditor	FROM Michael Wilson, County Engineer <i>MW</i>
COMPANY Upshur County	DATE 09/17/2003
FAX NUMBER 903-843-0827	TOTAL NO. OF PAGES INCLUDING COVER 4
PHONE NUMBER 903-680-8114	SENDER'S REFERENCE NUMBER
RE Specific Project Approval	YOUR REFERENCE NUMBER

URGENT  FOR REVIEW  PLEASE COMMENT  PLEASE REPLY  PLEASE RECYCLE

NOTES/COMMENTS

Attached is a draft Interlocal Agreement Supplement related to the Gilmer ISD request for County assistance that would serve as specific approval by the commissioners court for the project in accordance with Section 791.014 of the Texas Government Code. I have attached a similar document to provide specific approval for each of the City of Gilmer requests that were on this past court agenda. Please review and comment as appropriate. I have also requested from your office a copy of the executed interlocal agreements between Upshur County and the City of Gilmer and the Gilmer ISD for my files. Lacking an executed interlocal agreement between the County and the City of Gilmer and the Gilmer ISD, I will need to seek an opinion about the appropriateness of using road and bridge resources for the purpose requested. It should be noted that the request made by the East Texas Yamboree Livestock Committee may be similar to the request made earlier this year by the Gladewater Roundup Association.

**Interlocal Agreement Supplement  
Specific Approval for Project**

On this 30th day of September, 2003, the Gilmer Independent School District, hereinafter referred to as "Gilmer ISD", and Upshur County, hereinafter referred to as "County", do hereby jointly agree to execute this supplement to a previously executed interlocal agreement as shown recorded in Volume 61 Page 386 of the Official Records of Upshur County, Texas pursuant to the authority granted by the Texas Government Code Chapter 791 Interlocal Government Contracts, Section 791.014. The County and Gilmer ISD do hereby jointly agree to the following project:

**PROJECT LOCATION:** Future parking lot for the new athletic center on the north side of Buffalo Street at its intersection with REA Street in Gilmer, Texas

**PROJECT DESCRIPTION:** The County is to haul approximately 2,000 cubic yards of recycled asphalt pavement (RAP) from the LXD01 yard in Gilmer to the said future parking lot. The County will spread and compact the RAP material on site to an approximate thickness of 8 inches and to the approximate limits marked by the Gilmer ISD covering an area of about 80,000 square feet (1.8 acres). The Gilmer ISD agrees that the site has been adequately graded and prepared to receive the RAP material by the County and the County is not responsible for the suitability of the subgrade to receive the RAP material. The County estimates that the cost in labor and equipment to perform this work to be \$9,000 and that any compensation made by Gilmer ISD to the County will be in accordance with the interlocal agreement.

The terms and provisions of this supplement agreement do not amend, modify or alter the terms, provisions or obligations of the previously executed interlocal agreement but shall be considered the specific written approval for the project herein described.

IN WITNESS WHEREOF, this supplement agreement is executed effective this 30th day of September, 2003, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF UPSHUR

*[Signature]*  
COUNTY JUDGE

*[Signature]*  
COMMISSIONER, PCT. 1

*[Signature]*  
COMMISSIONER, PCT. 2

*[Signature]*  
COMMISSIONER, PCT. 3

*[Signature]*  
COMMISSIONER, PCT. 4

GILMER ISD

\_\_\_\_\_  
SUPERINTENDENT

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**Interlocal Agreement Supplement  
Specific Approval for Project**

On this 30th day of September, 2003, the City of Gilmer, hereinafter referred to as "Gilmer", and Upshur County, hereinafter referred to as "County", do hereby jointly agree to execute this supplement to a previously executed interlocal agreement as shown recorded in Volume 61 Page 391 of the Official Records of Upshur County, Texas pursuant to the authority granted by the Texas Government Code Chapter 791 Interlocal Government Contracts, Section 791.014. The County and Gilmer do hereby jointly agree to the following project:

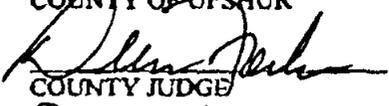
**PROJECT LOCATION:** Cherokee Trace between Red Bud Street and Madeleine Street in Gilmer, Texas

**PROJECT DESCRIPTION:** Repair rough "wash board" pavement surface by light milling of the surface with a pavement reclaimer. The County estimates that the cost in labor and equipment to perform this work to be \$300 and that any compensation made by Gilmer to the County will be in accordance with the interlocal agreement.

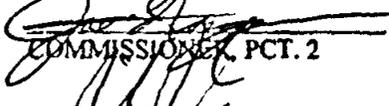
The terms and provisions of this supplement agreement do not amend, modify or alter the terms, provisions or obligations of the previously executed interlocal agreement but shall be considered the specific written approval for the project herein described.

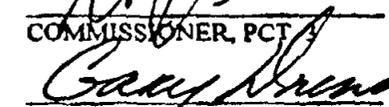
IN WITNESS WHEREOF, this supplement agreement is executed effective this 30th day of September, 2003, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF UPSHUR

  
COUNTY JUDGE

  
COMMISSIONER, PCT. 1

  
COMMISSIONER, PCT. 2

  
COMMISSIONER, PCT. 3

  
COMMISSIONER, PCT. 4

CITY OF GILMER

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Interlocal Agreement Supplement  
Specific Approval for Project**

On this 30th day of September, 2003, the City of Gilmer, hereinafter referred to as "Gilmer", and Upshur County, hereinafter referred to as "County", do hereby jointly agree to execute this supplement to a previously executed interlocal agreement as shown recorded in Volume 61 Page 391 of the Official Records of Upshur County, Texas pursuant to the authority granted by the Texas Government Code Chapter 791 Interlocal Government Contracts, Section 791.014. The County and Gilmer do hereby jointly agree to the following project:

**PROJECT LOCATION:** Yamboree Park in Gilmer, Texas

**PROJECT DESCRIPTION:** The project requested consists of cleaning up the tie barn, hauling and placing of dirt in the tie barn, and distributing wood shavings in the beef and swine pavillion using County Road and Bridge Department equipment and operators. The first two items need to be completed before October 8, 2003. The third item should be done the first part of the week of the Yamboree, October 13-17, 2003. The County estimates that the cost in labor and equipment to perform this work to be \$4,500 and that any compensation made by Gilmer to the County will be in accordance with the interlocal agreement.

The terms and provisions of this supplement agreement do not amend, modify or alter the terms, provisions or obligations of the previously executed interlocal agreement but shall be considered the specific written approval for the project herein described.

IN WITNESS WHEREOF, this supplement agreement is executed effective this 30th day of September, 2003, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF UPSHUR

[Signature]  
COUNTY JUDGE

[Signature]  
COMMISSIONER, PCT. 1

[Signature]  
COMMISSIONER, PCT. 2

[Signature]  
COMMISSIONER, PCT. 3

[Signature]  
COMMISSIONER, PCT. 4

CITY OF GILMER

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY MANAGER

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## UPSHUR COUNTY HOLIDAYS 2004

JANUARY	1	THURSDAY	NEW YEARS DAY
JANUARY	19	MONDAY	MARTIN LUTHER KING DAY
FEBRUARY	16	MONDAY	PRESIDENTS DAY
APRIL	9	FRIDAY	GOOD FRIDAY
MAY	31	MONDAY	MEMORIAL DAY
JULY	2	FRIDAY	INDEPENDENCE DAY
SEPTEMBER	6	MONDAY	LABOR DAY
OCTOBER	14-15	THUR-FRI	YAMBOREE
NOVEMBER	11	THURSDAY	VETERANS DAY
NOVEMBER	25-26	THUR-FRI	THANKSGIVING
DECEMBER	24	FRI	CHRISTMAS EVE
DECEMBER	31	FRI	NEW YEAR'S EVE

Records Management Expenditures  
for October 1, 2003

Scanner Work Station-\$329.00 a month x 6 months 1974.00

Additional PC for retrieval of Scanned and Imaged Documents- 215.00 x12 months -2580.00

3 Temporary Part-time employess-20,068

Shelving --5965.00

Total-\$30,587.00

## DEPUTY RECORD'S MANAGEMENT CLERK

The deputy records management Clerk will assist in the process of records management for permanent records recorded in County Clerk's Office. Duties will include:

- Indexing and scanning all vital records
- Preparing vital records for scanning.
- Indexing and scanning recorded Civil, Probate and Criminal Records
- Documenting and storing records which have been imaged.
- Microfilming records for back-up purposes.
- Preparing documentation to be submitted to State of Texas Archives Commission.
- Assist in the inventory and reorganization of all records belonging to County Clerk's Office. **(This will include heavy lifting)**
- Assist in filing and retrieving files for criminal, probate and civil record.

Because these positions are funded only from the County's Record Management fund, the records management clerks will not participate in the regular day to day functions of the County Clerk's office. In certain circumstances, they may assist customers or other county employees in making copies and/or researching and retrieving documents. **The Record Management clerks will not handle money transactions of any kind.**

**REVIEW COMMITTEE FOR PLATS  
AND PLAT STANDARDS**

**MICHAEL WILSON-COUNTY ROAD ENGINEER**

**WENDELL DUKE-DESIGNATED REPRESENTATIVE OF UPSHUR COUNTY FOR ON  
SITE SEWAGE FACILITY**

**JOE COX-COUNTY SURVEYOR**

**ROBIN RODENBERG-COUNTY CLERK**

**DEAN FOWLER-COUNTY JUDGE**

**ATTENDANCE SIGN-IN SHEET**  
**LOCATION: WESHUR COUNTY COMMISSIONERS COURT**  
**DATE: 9-30-2003**

1. Carden Bullock	1.
2. Margie Clement	2.
3. Maurice E. Smith	3.
4. Wayne Kemp	4.
5. Mike Smith	5.
6. Michael Wilson	6. Road & Bridge Dept
7. Charles Daniels	7. Bldg maint
8. Roger Johnson	8. Gilmer
9. Amy R. Clifton	9. Gilmer
10. James Attardo	10. Gilmer
11. Joe Russell	11. Gilmer
12. James Morrison	12. Gilmer
13. Van Ditz	13. City of Leno
14. Davis Griffith	14. General
15. [unclear]	15.
16. [unclear]	16.
17. Philby Williams	17. Moderator Miro
18. Myra Harris	18. Gilmer
19. Pam Long	19.
20.	20.
21.	21.
22.	22.
23.	23.
24.	24.
25.	25.