

FILED  
ROBIN RODENBERG  
COUNTY CLERK

04 APR -8 PM 4:14

**NOTICE OF MEETING**  
**COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS**  
**THURSDAY, APRIL 15, 2004, 9:00 AM, REGULAR SESSION**  
**3<sup>RD</sup> FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS**

UPSHUR COUNTY, TX.  
 BY \_\_\_\_\_  
 DEPUTY

**AGENDA**

1. Consider and take action on approval of:
  - A. Accept for recording all payroll changes;
  - B. Payroll,
  - C. Treasurer's monthly report;
  - D. Treasurer's quarterly report;
  - E. Accounts payable;
  - F. Budget amendments;
  - G. Financial statements;
  - H. Applications for use of Upshur County roads and rights-of-way;
  - I. Accept for recording the letter of acceptance from Bernard R. Smith to serve on the Grievance Committee for 2004; and
  - J. Accept for recording any and all Bonds, Oaths, Deputations and Certificates.
2. Consider bids on property foreclosed for delinquent taxes and take action.
3. Discuss and take necessary action on new bids for and termination of current contract for inmate phone service
4. Discuss and take necessary action on tax collection contract with Linebarger, Goggan, Blair & Sampson.
5. Discuss and take necessary action to pass a resolution concerning the Sheriff's department juvenile officer grant program.
6. Discuss and take necessary action to ratify business associate agreement between Upshur County and Health First.
7. Discuss and take necessary action on ETEX DOT NET AND DSL Service Agreement between Etex and the County.
8. Discuss and take action on rescission of Commissioner's Court action on Item #7 of the Commissioners Court Meeting on March 31, 2004 concerning the accounting methods for the Road & Bridge funds.
9. Discuss and take necessary action regarding approval of a request by the City of Gladewater to do maintenance work at the Gladewater Rodeo grounds under the Interlocal Agreement between the County and the City of Gladewater.
10. Discuss and take necessary action on agreement between Ruby Granville and the County for disposal of dirt, silt, or other products of right-of-way dredging.
11. Discuss and take necessary action on proclamation to declare April as sexual assault awareness month.
12. Discuss and take necessary action on proclamation to declare April fair housing month.
13. Hear from John Schaefer concerning 911 addressing.

14. Open sealed bids on sale of motor graders for Road and Bridge department. Discuss and take necessary action.

  
Dean Fowler  
Upshur County Judge

UPSHUR COUNTY COMMISSIONER'S COURT

APRIL 15, 2004

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

13. JOHN SCHAFFER SPOKE WITH THE COURT CONCERNING 911 ADDRESSING.

14. MOTION BY JOEY ORMS SECONDED BY BUDDY FERGUSON TO APPROVE THE BUY BACK PROGRAM ON THE MOTOR GRADERS FOR THE ROAD AND BRIDGE DEPARTMENT. NO BIDS WERE SUBMITTED TO COURT. MOTION CARRIED.

9. MOTION JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE THE REQUEST MADE BY THE CITY OF GLADEWATER TO DO MAINTENANCE WORK AT THE GLADEWATER RODEO GROUNDS UNDER THE INTERLOCAL AGREEMENT BETWEEN UPSHUR COUNTY AND THE CITY OF GLADEWATER. MOTION CARRIED.

1. A. MOTION BY BUDDY FERGUSON SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING THE FOLLOWING PAYROLL CHANGES:

JOHNNY J. JOHNSON- PROMOTION

JOE DANIELS- LONGEVITY INCREASE

LATICIA ANN JENKINS- LONGEVITY INCREASE

MOTION CARRIED. COPIES OF PAYROLL CHANGES ATTACHED.

B. MOTION BY BUDDY FERGUSON SECONDED BY RICK JACKSON TO APPROVE PAYROLL REGISTER. MOTION CARRIED. COPY OF PAYROLL REGISTER ATTACHED.

C. MOTION BY BUDDY FERGUSON SECONDED BY RICK JACKSON TO ACCEPT THE TREASURER'S MONTHLY REPORT FOR THE MONTH OF MARCH 2004. MOTION CARRIED. COPY OF TREASURER'S MONTHLY REPORT ATTACHED.

D. MOTION BY BUDDY FERGUSON SECONDED BY JOEY ORMS TO ACCEPT THE TREASURER'S QUARTERLY REPORT FROM JANUARY 1, 2004 THRU MARCH 31, 2004. MOTION CARRIED. COPY OF TREASURER'S QUARTERLY REPORT ATTACHED.

E. MOTION BY BUDDY FERGUSON SECONDED BY RICK JACKSON TO APPROVE ACCOUNTS PAYABLE. MOTION CARRIED.

F. MOTION BY JOEY ORMS SECONDED BY GARY DRENNAN TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY THE COUNTY AUDITOR. MOTION CARRIED. COPY OF BUDGET AMENDMENTS ATTACHED.

G. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE THE FINANCIAL STATEMENTS FOR THE MONTH ENDED MARCH 31, 2004. MOTION CARRIED. COPY OF FINANCIAL STATEMENT ON FILE IN COUNTY CLERK'S OFFICE.

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

APPLICATION FOR FILING ABANDONED WELL SUBMITTED BY LARRY SEWELL.

APPLICATION FOR FILING ABANDONED WELL SUBMITTED BY MELISSA HENKLE.

APPLICATION FOR FILING ABANDONED WELL SUBMITTED BY JOY CONNERY.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND NANCY WILKINSON TO ENTER PROPERTY OWNER'S PROPERTY, HEREBY AUTHORIZING NECESSARY RIGHTS OF INGRESS, EGRESS, AND REGRESS THERE FROM FOR THE PURPOSE OF DISPOSING CERTAIN DIRT, SILT OR BY-PRODUCTS OF RIGHT-OF-WAY DREDGING.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND MICHAEL LILY TO ENTER PROPERTY OWNER'S PROPERTY, HEREBY AUTHORIZING NECESSARY RIGHTS OF INGRESS, EGRESS, AND REGRESS THERE FROM FOR THE PURPOSE OF DISPOSING CERTAIN DIRT, SILT OR BY-PRODUCTS OF RIGHT-OF-WAY DREDGING.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND RUBY GRANVILLE TO ENTER PROPERTY OWNER'S PROPERTY, HEREBY AUTHORIZING NECESSARY RIGHTS OF INGRESS, EGRESS, AND REGRESS THERE FROM FOR THE PURPOSE OF DISPOSING CERTAIN DIRT, SILT OR BY-PRODUCTS OF RIGHT-OF-WAY DREDGING.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND RUSSELL MCFADIN TO ENTER PROPERTY OWNER'S PROPERTY, HEREBY AUTHORIZING NECESSARY RIGHTS OF INGRESS, EGRESS, AND REGRESS THERE FROM FOR THE PURPOSE OF DISPOSING CERTAIN DIRT, SILT OR BY-PRODUCTS OF RIGHT-OF-WAY DREDGING.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND LEAMON LIVELY TO ENTER PROPERTY OWNER'S PROPERTY, HEREBY AUTHORIZING NECESSARY RIGHTS OF INGRESS, EGRESS, AND REGRESS THERE FROM FOR THE PURPOSE OF DISPOSING CERTAIN DIRT, SILT OR BY-PRODUCTS OF RIGHT-OF-WAY DREDGING.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND FLOYD SAYLOR TO ENTER PROPERTY OWNER'S PROPERTY, HEREBY AUTHORIZING NECESSARY RIGHTS OF INGRESS, EGRESS, AND REGRESS THERE FROM FOR THE PURPOSE OF DISPOSING CERTAIN DIRT, SILT OR BY-PRODUCTS OF RIGHT-OF-WAY DREDGING.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND RICHARD NEW TO ENTER PROPERTY OWNER'S PROPERTY, HEREBY AUTHORIZING NECESSARY RIGHTS OF INGRESS, EGRESS, AND REGRESS THERE FROM FOR THE PURPOSE OF DISPOSING CERTAIN DIRT, SILT OR BY-PRODUCTS OF RIGHT-OF-WAY DREDGING.

NOTICE OF PROPOSED INSTALLATION OF PIPE AND/OR UTILITY LINES SUBMITTED BY JDW SERVICES, INC. TO PLACE A PIPE WITHIN ROW OF POMEGRANATE ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY VANDUSEN TIMBER COMPANY TO HAUL ON CAMP JOY ROAD.

PERMIT APPLICATION SUBMITTED BY JOANN SMITH TO PLACE A CULVERT WITHIN THE ROW OF LOCUST ROAD.

PERMIT APPLICATION SUBMITTED BY ERASMO LOPEZ TO PLACE A CULVERT WITHIN THE ROW OF PATTON ROAD.

PERMIT APPLICATION SUBMITTED BY J. STEPHENS TO PLACE A CULVERT WITHIN THE ROW OF POINSETTIA ROAD.

PERMIT APPLICATION SUBMITTED BY BOB FARRELL TO PLACE CULVERT WITHIN THE ROW OF SNAPDRAGON ROAD.

PERMIT APPLICATION SUBMITTED BY ONEOK TX ENERGY RESOURCES TO PLACE A GAS LINE WITHIN THE ROW OF KIEFER ROAD.

PERMIT APPLICATION SUBMITTED BY CHILDRESS CUSTOM HOMES TO PLACE A CULVERT WITHIN THE ROW OF DAVIDSON ROAD.

I. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO ACCEPT FOR RECORDING THE LETTER OF ACCEPTANCE FROM BERNARD

RAYMOND SMITH TO SERVE ON THE GRIEVANCE COMMITTEE FOR 2004. MOTION CARRIED. COPY OF LETTER OF ACCEPTANCE ATTACHED.

J. NO FORMAL ACTION TAKEN. NO BONDS, OATHS, DEPUTATIONS OR CERTIFICATES WERE SUBMITTED TO THE COURT.

2. MOTION BY BUDDY FERGUSON SECONDED BY JOEY ORMS TO ACCEPT BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID IS \$3,000.00 FOR .614 ACRES AND HOUSE ON MYRTLE AND 726 IN THE JAMES M. DUNN SURVEY. MOTION CARRIED.

MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO ACCEPT THE BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID IS \$500.00 FOR LOT 10 BLOCK 17 IN THE CITY OF GILMER ACROSS FROM THE POST OFFICE. MOTION CARRIED.

MOTION BY JOEY ORMS SECONDED BY BUDDY FERGUSON TO ACCEPT THE BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID IS \$1,050.00 FOR LOT 219 BLK PHASE 3 IN GLENWOOD ACRES. MOTION CARRIED.

MOTION BY GARY DRENNAN SECONDED BY JOEY ORMS TO REJECT THE BID FOR PROPERTY STRUCK OFF FOR TAXES. THE AMOUNT OF BID IS \$1,500.00 FOR 4.4 ACRES ON ANDREWS LOOP OFF OF FM 49 IN THE DE LA CERDA SURVEY. MOTION CARRIED.

MOTION BY GARY DRENNAN SECONDED BY RICK JACKSON TO ACCEPT THE BID FOR PROPERTY STRUCK OFF FOR TAXES. THE AMOUNT OF BID IS \$900.00 FOR LOT 32 BLK PHASE 1 IN RAINTREE LAKES. MOTION CARRIED.

3. MOTION BUDDY FERGUSON SECONDED BY JOEY ORMS TO APPROVE TERMINATION OF CURRENT CONTRACT FOR INMATE PHONE SERVICE AND GOING OUT FOR NEW BIDS. MOTION CARRIED.

4. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE CONTRACT WITH LINEBARGER, GOGGAN, BLAIR & SAMPSON ON TAX COLLECTION CONTRACT. MOTION CARRIED. COPY OF CONTRACT ATTACHED.

5. MOTION BY RICK JACKSON SECONDED BY BUDDY FERGUSON TO APPROVE RESOLUTION CONCERNING THE SHERIFF'S JUVENILE OFFICER GRANT PROGRAM. MOTION CARRIED. COPY OF RESOLUTION ATTACHED.

6. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE TO RATIFY BUSINESS ASSOCIATE AGREEMENT BETWEEN UPSHUR COUNTY AND HEALTH FIRST. MOTION CARRIED. COPY OF AGREEMENT ATTACHED.

7. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE ETEX DOT NET AND DSL SERVICE AGREEMENT BETWEEN ETEX AND THE COUNTY. MOTION CARRIED. COPY OF AGREEMENT ATTACHED.

8. MOTION BY BUDDY FERGUSON SECONDED GARY DRENNAN TO RESCIND ACTION ON ITEM # 7 OF THE COMMISSIONER'S COURT MEETING ON MARCH 31, 2004 CONCERNING THE ACCOUNTING METHODS FOR THE ROAD & BRIDGE FUNDS. COMMISSIONER JACKSON VOTING NO. MOTION CARRIED.

10. JUDGE FOWLER STATED THIS AGENDA ITEM WAS APPROVED IN AGENDA ITEM I H.

11. MOTION BY JOEY ORMS SECONDED BY BUDDY FERGUSON TO APPROVE THE PROCLAMATION TO DECLARE APRIL AS SEXUAL AWARENESS MONTH. MOTION CARRIED. COPY OF PROCLAMATION ATTACHED.

12. MOTION BY JOEY ORMS SECONDED BY BUDDY FERGUSON TO APPROVE PROCLAMATION TO DECLARE APRIL AS FAIR HOUSING MONTH. MOTION CARRIED. COPY OF PROCLAMATION ATTACHED.

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

BILLS PREVIOUSLY APPROVED PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.



  
ATTESTED BY COUNTY CLERK

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 04-14-04 Dept. JAIL

Employee JOHNNY J JOHNSON

Social Security No. \_\_\_\_\_ Emp. ID# 1136

608  
606  
605

X	CHANGES(S)	FROM	TO
	Grade Step	13,6	14,7
	Rate	1,030. <sup>00</sup>	1,081. <sup>50</sup>
	Department	Jail	Jail
	Position	Guard	Sgt.

## REASON(S) FOR THE CHANGE(S)

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

Comments

*Justin Davidson position*

Authorized by: *[Signature]*

Approved by: \_\_\_\_\_ Date: 4-14-04

FILED  
 ROBIN RODENBERG  
 FRK  
 04 APR 15 PM 1:53  
 UPSHUR COUNTY, TX.  
 DEPUTY

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-16-04 Dept Jail  
 Employee Daniels, Joe R.  
 Social Security No \_\_\_\_\_ Emp ID# 775

509  
605  
PG

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

BY  
UPSHUR COUNTY  
04 APR 15 PM 1:53  
ROBIN RODENBERG  
FILED  
TOW  
606

**REASON(S) FOR THE CHANGE(S)**

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

Comments 8 years Longevity \$16 S/M

04/09/04 anniversary date

Authorized by: [Signature]

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-16-04 Dept. 499

Employee Leticia Ann Jenkins

Social Security No \_\_\_\_\_ Emp. ID# 1163

CHANGES(S)	FROM	TO
Grade Step		
Rate		
Department		
Position		

BY UPSHUR COUNTY, TX.  
 ON APR 15 PM 1:53  
 FILED  
 ROBIN RODENBERG  
 CLERK

## REASON(S) FOR THE CHANGE(S)

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

Comments 6 years Longevity #12 5/m

4/20/98 - hire date

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date \_\_\_\_\_

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DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
401	04/15/04	15551-PCA	1,597 50	1,597 50	OPMS, JOE W
401	04/15/04	15548-PCA	1,597 50	1,597 50	DRENNAN, GARY L
401	04/15/04	15549-PCA	1,597 50	1,597 50	FERGUSON, JOE E
401	04/15/04	132531000-PC	2,049 73	2,049 73	FOWLER, JERALD DEAN
		A			
401	04/15/04	15652-PCA	916 13	916 13	WHITESIDE, RUTH TYSON
401	04/15/04	15650-PCA	1,597 50	1,597 50	JACKSON, RICK D
***				9,355 86	
403	04/15/04	132531002-PC	1,047 13	1,047 13	CAIN, DERONDA KAYE
		A			
403	04/15/04	132531003-PC	813 13	813 13	COX, GLENDA M
		A			
403	04/15/04	132531005-PC	811 13	811 13	SEAHORN, LORY D
		A			
403	04/15/04	15659-PCA	289 58	289 58	SMITH, COURTNEY R
403	04/15/04	15656-PCA	396 90	396 90	GARRETT, PATRICIA M
403	04/15/04	132531001-PC	641 93	641 93	BLANKS, MELODY M
		A			
403	04/15/04	15654-PCA	407 03	407 03	COUTURE, JEANNETTA MICHELLE
403	04/15/04	15658-PCA	383 80	383 80	MORRIS, ADDIE RENE
403	04/15/04	132531004-PC	1,500 50	1,500 50	RODENBERG, ROBIN D
		A			
403	04/15/04	15653-PCA	1,012 98	1,012 98	CHILDRESS, JANIS L
403	04/15/04	15657-PCA	1,863 62	1,863 62	MCBRIDE, JUDITH A
403	04/15/04	15655-PCA	832 00	832 00	ESCANLAR, DORISIE L
***				9,999 73	
405	04/15/04	15660-PCA	1,210 25	1,210 25	LOYD, DANNY MICHAEL
***				1,210 25	
411	04/15/04	132531006-PC	1,118 38	1,118 38	KELLEY, KARMEN CITA
		A			
***				1,118 38	
426	04/15/04	132531007-PC	1,282 00	1,282 00	CULBERSON, KRISTIN E
		A			
***				1,282 00	
435	04/15/04	15661-PCA	252 00	252 00	BLASINGAME, ALICE P
435	04/15/04	132531009-PC	1,328 13	1,328 13	HENRY, KRISTI L
		A			
435	04/15/04	15662-PCA	1,943 37	1,943 37	DRENNAN, DEANNA R
435	04/15/04	132531008-PC	1,136 13	1,136 13	ENGLISH, LOUIE M
		A			
***				4,659 63	
450	04/15/04	132531012-PC	819 13	819 13	MARSHALL, LORING F
		A			

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
450	04/15/04	132531014-PC A	804 25	804 25	SMITH, SUSAN K
450	04/15/04	132531010-PC A	1,500 50	1,500 50	BULLOCK, CAROLYN SUE
450	04/15/04	132531013-PC A	650 11	650 11	PATE, CASEY N
450	04/15/04	15664-PCA	782 50	782 50	RICHARDSON, MARGARET A
450	04/15/04	132531011-PC A	904 38	904 38	CHEVALIER, MELISSA K
450	04/15/04	15663-PCA	1,031 13	1,031 13	HENSON, TEENA
***				6,492 00	
451	04/15/04	15665-PCA	828 00	828 00	MONEY, LISA R
451	04/15/04	132531016-PC A	857 75	857 75	MANES, AMNA WYONE
451	04/15/04	132531015-PC A	1,100 00	1,100 00	GRIMES, ARNOLD
***				2,785 75	
452	04/15/04	132531017-PC A	851 75	851 75	GRIFFITH, MICHELE D
452	04/15/04	132531018-PC A	800 25	800 25	PEEL, KIMBERLY A
452	04/15/04	132531019-PC A	1,100 00	1,100 00	POTTER, LYLE M JR
***				2,752 00	
453	04/15/04	132531020-PC A	857 75	857 75	HAMMOND, LORA L
453	04/15/04	132531021-PC A	1,100 00	1,100 00	PERRY, CAROLYN JD
***				1,957 75	
454	04/15/04	15666-PCA	923 95	923 95	JEWKES, SHERYL L
454	04/15/04	15668-PCA	114 62	114 62	RUSSELL, JAMES D
454	04/15/04	15667-PCA	1,100 00	1,100 00	RAY, WILLIAM VALTON
***				2,138 57	
476	04/15/04	15670-PCA	1,354 03	1,354 03	McCRAVEN, TRACI LYN
476	04/15/04	132531025-PC A	1,497 57	1,497 57	JETER, DONALD R
476	04/15/04	132531022-PC A	1,894 82	1,894 82	CARIKEP, TIMOTHY J
476	04/15/04	132531024-PC A	972 88	972 88	HARRIS, NANCY J
476	04/15/04	132531023-PC A	1,666 50	1,666 50	COLQUITT, FELICIA M
476	04/15/04	15669-PCA	600 00	600 00	CHILDRESS, KELLY A
476	04/15/04	132531027-PC A	1,140 04	1,140 04	WINCHESTER, BARBARA L
476	04/15/04	132531026-PC A	1,214 57	1,214 57	JONES, EVELYN D

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DEF	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
***				10,340 41	
495	04/15/04	132531028-PC A	1,072 13	1,072 13	HUTCHINS, WANDA L
495	04/15/04	15671-PCA	1,670 42	1,670 42	LONG, PAMELA GAY
***				2,742 55	
497	04/15/04	132531031-PC A	774 50	774 50	RICHARDSON, LINDA L
497	04/15/04	132531030-PC A	1,500 50	1,500 50	HARRIS, MYRA N
497	04/15/04	132531032-PC A	1,097 13	1,097 13	TUEL, LINDA LOUISE
497	04/15/04	132531029-PC A	817 13	817 13	EAST, KAREN A
497	04/15/04	15672-PCA	238 00	238 00	EVANS, MINA LEE
***				4,427 26	
499	04/15/04	15678-PCA	909 25	909 25	LEONARD, FONDA K
499	04/15/04	132531034-PC A	868 63	868 63	GIBSON, CARLA R
499	04/15/04	15681-PCA	866 63	866 63	SUSTAIRE, AMY W
499	04/15/04	15673-PCA	762 40	762 40	CURTIS, BRIDGETT L
499	04/15/04	15680-PCA	866 63	866 63	NEELEY, LISA D
499	04/15/04	15676-PCA	872 63	872 63	JENKINS, LATICIA ANN
499	04/15/04	132531036-PC A	1,500 50	1,500 50	SMITH, MICHEAL LOYD
499	04/15/04	132531033-PC A	983 63	983 63	GENTRY, PAULA A
499	04/15/04	15675-PCA	977 63	977 63	HOWELL, LUANA GAIL
499	04/15/04	132531035-PC A	137 82	137 82	HILL, BARBARA A
499	04/15/04	15679-PCA	872 63	872 63	MCKINLEY, CHARLOTTE ELAINE
499	04/15/04	15674-PCA	507 62	507 62	HARRIS, JOANNA S
499	04/15/04	15677-PCA	1,075 13	1,075 13	LAMINACK, SHERRON H
***				11,201 13	
509	04/15/04	132531037-PC A	461 25	461 25	STILL, DORIS E
509	04/15/04	15682-PCA	1,014 25	1,014 25	RHODEN, STELLA GINA
***				1,475 50	
510	04/15/04	15685-PCA	759 63	759 63	HUDGINS, ROYCE L II
510	04/15/04	15683-PCA	1,021 38	1,021 38	COOK, JOHN RUBIN
510	04/15/04	15684-PCA	1,281 75	1,281 75	DANIELS, CHARLES D
510	04/15/04	15686-PCA	898 38	898 38	MEARS, CHARLES R
***				3,961 14	
551	04/15/04	132531038-PC A	859 29	859 29	BULLOCK, JOEL K

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DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
***				859 29	
552	04/15/04	132531039-PC A	859 29	859 29	ROGERS, WILLIAM A
***				859 29	
553	04/15/04	132531040-PC A	859 29	859 29	CORLEY, ROLAN D
***				859 29	
554	04/15/04	132531041-PC A	859 29	859 29	KUZA, HENRY MICHAEL II
***				859 29	
560	04/15/04	132531050-PC A	1,164 75	1,164 75	STANLEY, TIMOTHY S
560	04/15/04	132531044-PC A	1,160 75	1,160 75	DANIELS, BRIAN M
560	04/15/04	15691-PCA	1,188 50	1,188 50	HILL, PHILLIP M
560	04/15/04	15687-PCA	1,597 50	1,597 50	BETTERTON, ANTHONY S
560	04/15/04	132531048-PC A	1,162 75	1,162 75	GROSS, DON LARRY
560	04/15/04	15688-PCA	1,162 75	1,162 75	DAUSTER, PHILLIP MARK
560	04/15/04	15694-PCA	1,278 63	1,278 63	MOORE, JEFFERY SCOTT
560	04/15/04	132531046-PC A	1,326 13	1,326 13	DICKERSON, DAVID LEE
560	04/15/04	15699-PCA	1,383 63	1,383 63	SANDERS, BOBBY NEAL
560	04/15/04	15692-PCA	1,276 63	1,276 63	KUHN, JERRY LYNN
560	04/15/04	15698-PCA	1,266 00	1,266 00	SALDIS, GEORGE CARL
560	04/15/04	132531043-PC A	1,356 13	1,356 13	CROMLEY, ROBERT ALLEN
560	04/15/04	132531052-PC A	1,407 63	1,407 63	YOUNG, LELAND WAYNE
560	04/15/04	15690-PCA	1,266 00	1,266 00	FORTSON, LARRY WAYNE
560	04/15/04	15696-PCA	1,214 50	1,214 50	MURPHY, NADRA H
560	04/15/04	132531042-PC A	1,278 63	1,278 63	ALFORD, JOHN MATTHEW
560	04/15/04	15695-PCA	1,208 50	1,208 50	MOORE, JERRY A
560	04/15/04	15689-PCA	1,258 00	1,258 00	DEQUIR, JAMES A
560	04/15/04	15701-PCA	923 25	923 25	THOMPSON, NANCY K
560	04/15/04	15693-PCA	1,136 13	1,136 13	MATTHEWS, GENEVA NELL
560	04/15/04	15697-PCA	1,290 63	1,290 63	ROBERTS, GARY DALE
560	04/15/04	132531049-PC A	1,196 50	1,196 50	MASSOLETTI, MARTY
560	04/15/04	15700-PCA	1,286 63	1,286 63	STEELMAN, PAUL A
560	04/15/04	132531045-PC A	1,194 50	1,194 50	DAVIS, SCOTT WAYDE II
560	04/15/04	132531047-PC A	1,190 50	1,190 50	DOWNS, GABRIEL R
560	04/15/04	132531051-PC	1,336 13	1,336 13	WARREN, ROXANNE

VOL 6  
Date PG 6/10

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
		A			
***				32,511 68	
565	04/15/04	15709-PCA	907 25	907 25	HUGHES, KAREN S
565	04/15/04	15713-PCA	1,087 50	1,087 50	MCCAULEY, JILL A.
565	04/15/04	132531067-PC	1,036 00	1,036 00	PYLE, RUTHIE L.
		A			
565	04/15/04	132531072-PC	1,034 00	1,034 00	YOUNGBLOOD, JOHN MICHAEL
565	04/15/04	15705-PCA	1,085 50	1,085 50	DAVIDSON, JUSTIN SCOTT
565	04/15/04	132531064-PC	1,034 00	1,034 00	MONTS, DEBRA J
		A			
565	04/15/04	132531056-PC	1,034 00	1,034 00	BLEDSON, TRACI K
565	04/15/04	15719-PCA	1,085 50	1,085 50	TAYLOR, ANTHONY M
565	04/15/04	132531069-PC	1,034 00	1,034 00	SHANNON, STEPHANIE
		A			
565	04/15/04	15710-PCA	1,034 00	1,034 00	JOHNSON, JOHNNY J
565	04/15/04	15723-PCA	1,034 00	1,034 00	WARREN, DENNIS C
565	04/15/04	15703-PCA	1,034 00	1,034 00	CHOYCE, LAWANA J
565	04/15/04	132531057-PC	1,032 00	1,032 00	BRASHER, WILLIAM A
		A			
565	04/15/04	132531063-PC	1,083 50	1,083 50	MONTGOMERY, HERMAN C JR
565	04/15/04	132531058-PC	1,085 50	1,085 50	CABRERA, ALBERTO
		A			
565	04/15/04	132531065-PC	1,032 00	1,032 00	OLLER, TRACY E
		A			
565	04/15/04	15707-PCA	1,032 00	1,032 00	HARDY, MONICA
565	04/15/04	15717-PCA	1,303 14	1,303 14	STRACENER, CALEB L
565	04/15/04	132531055-PC	1,030 00	1,030 00	BASKERVILLE, MELANIE
		A			
565	04/15/04	15714-PCA	1,017 13	1,017 13	MILLER, DELLA L
565	04/15/04	132531062-PC	849 75	849 75	LAKE, LORA ANN
		A			
565	04/15/04	15718-PCA	1,017 13	1,017 13	SUTTON, CHAD D
565	04/15/04	132531061-PC	1,017 13	1,017 13	HUDSPETH, RONALD T
		A			
565	04/15/04	132531066-PC	1,017 13	1,017 13	PAGE, JAMES E
		A			
565	04/15/04	15706-PCA	1,017 13	1,017 13	GRISWOLD, JAMES B
565	04/15/04	132531053-PC	1,197 38	1,197 38	ANDREWS, TERESA L
		A			
565	04/15/04	15704-PCA	986 16	986 16	CLIFT, KEVIN R
565	04/15/04	132531071-PC	845 28	845 28	WJLOSZYN, RICHARD JOHN
565	04/15/04	15716-PCA	1,017 13	1,017 13	RICHARDSON, STEPHEN T
565	04/15/04	132531060-PC	1,201 63	1,201 63	GRISWOLD, JAMES E
		A			
565	04/15/04	132531054-PC	1,036 00	1,036 00	BARBER, BILLIE DARLENE
565	04/15/04	15702-PCA	1,060 00	1,060 00	BEAN, ELIZABETH M
565	04/15/04	15722-PCA	854 00	854 00	WALKER, DIANE
565	04/15/04	132531068-PC	1,030 00	1,030 00	SEWELL, LARRY W
		A			

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DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
565	04/15/04	15708-PCA	1,056 00	1,056 00	HELLENSTILL, RAY B
565	04/15/04	15715-PCA	1,105 50	1,105 50	WELL, SHERRY L
565	04/15/04	15711-PCA	660 00	660 00	JONES PENNY L
565	04/15/04	132531059-PC	1,044 00	1,044 00	DANIELS, JOE NATHAN
		A			
565	04/15/04	15712-PCA	1,042 00	1,042 00	MARTIN, JOSHUA P
565	04/15/04	15721-PCA	1,093 50	1,093 50	WADE, ALAN M
565	04/15/04	132531070-PC	1,030 00	1,030 00	TOLLERY, GORAM D
		A			
565	04/15/04	15720-PCA	1,090 00	1,090 00	TEFFTELLEP, ALLEN K
565	04/15/04	15724-PCA	564 78	564 78	WILBURN, BRAD E
***				43,886 65	
570	04/15/04	15728-PCA	1,450 00	1,450 00	MCCINSEY, ERUCE F
570	04/15/04	132531076-PC	1,527 50	1,527 50	HODGES, RANDAL R
		A			
570	04/15/04	15727-PCA	672 00	672 00	MANNING, JAMES ROGER
570	04/15/04	132531078-PC	1,360 00	1,360 00	LOFTICE, MIKKI
		A			MICHELLE
570	04/15/04	132531079-PC	600 00	600 00	SMITH, EDNIE
		A			LORRAINE
570	04/15/04	132531077-PC	2,420 00	2,420 00	HOGGINS, ROYCE L
		A			III
570	04/15/04	15725-PCA	932 50	932 50	BERRY, DEBORAH DENISE
570	04/15/04	15729-PCA	2,607 50	2,607 50	RAY, JIMMY DARRELL
570	04/15/04	132531074-PC	1,076 50	1,076 50	GRANT, GLENDA ANN
		A			
570	04/15/04	132531075-PC	1,250 00	1,250 00	HANCOCK, KATHRYN B
		A			
570	04/15/04	132531073-PC	2,526 25	2,526 25	BROWN, CHRISTOPHER E
		A			
570	04/15/04	132531081-PC	1,705 00	1,705 00	SPIVEY, JOHN K
		A			
570	04/15/04	15730-PCA	907 50	907 50	WARREN SHERRY L
570	04/15/04	15726-PCA	1,485 00	1,485 00	KELLER LINDA H
570	04/15/04	132531080-PC	1,217 50	1,217 50	SMITH, TRACY B
		A			
***				21,737 25	
575	04/15/04	15731-PCA	1,160 00	1,160 00	HERNDON LOIS A
575	04/15/04	132531082-PC	1,210 00	1,210 00	ALLEN RALPH WAYNE
		A			
575	04/15/04	15732-PCA	400 00	400 00	HILL, JESSICA L
575	04/15/04	132531085-PC	1,943 00	1,943 00	WYLIE, MILTON J
		A			
575	04/15/04	132531083-PC	1,341 00	1,341 00	EDWARDS SANDRA D
		A			
575	04/15/04	132531084-PC	1,482 00	1,482 00	SMITH, MELINCA L
		A			
***				7,536 00	
580	04/15/04	132531086-PC	1,031 13	1,031 13	EDGE, PAMELA S

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EMP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
A			1.031 13		
611	04/15/04	15741-PCA	916 13	916 13	MARTIN, LISA A
611	04/15/04	15735-PCA	784 50	784 50	BECK, EARNEST EARL
611	04/15/04	15750-PCA	879 50	879 50	VALENTINE, MERLE WAYNE
611	04/15/04	15745-PCA	982 50	982 50	PIERCE, JAMES W
611	04/15/04	132531088-PC	967 65	967 65	BREWSTER, MICKEY C
A					
611	04/15/04	15752-PCA	903 25	903 25	WRIGHT, JERRY D
611	04/15/04	132531089-PC	826 00	826 00	HOYE, EARNEST T
A					
611	04/15/04	15748-PCA	785 38	785 38	TACKETT, CLIFFORD A
611	04/15/04	15740-PCA	1,666 67	1,666 67	LYONS, DENNIS
611	04/15/04	15742-PCA	911 53	911 53	MATTOX, JAMES E
611	04/15/04	15746-PCA	1,008 50	1,008 50	SMITH, EDDIE J
611	04/15/04	15744-PCA	1,291 75	1,291 75	PENDARVIS, ABBOTT LYNN
611	04/15/04	15747-PCA	1,291 75	1,291 75	STOKER, JAMES LOUIS
611	04/15/04	15739-PCA	944 13	944 13	JEFFERY, DONALD RAY
611	04/15/04	15736-PCA	942 13	942 13	CROCKETT, HARRY JAMES
611	04/15/04	15738-PCA	879 50	879 50	GLENN, BILLY E
611	04/15/04	15753-PCA	840 88	840 88	YOUNG, JOEY A
611	04/15/04	15751-PCA	933 00	933 00	WALTON, LLOYD H
611	04/15/04	15743-PCA	932 13	932 13	NELSON, WILLIAM B
611	04/15/04	132531090-PC	996 50	996 50	RITTER, DON L
A					
611	04/15/04	132531087-PC	1,022 25	1,022 25	BLACKSTONE, WILLY PAT
A					
611	04/15/04	15737-PCA	994 50	994 50	DAVIS, GARY W
611	04/15/04	15749-PCA	992 50	992 50	THOMPSON, DANNY R
611	04/15/04	15734-PCA	922 13	922 13	BARNES, MICHAEL H
611	04/15/04	15733-PCA	909 25	909 25	ALBRIGHT, GAYLE DAVID
***			24,524 01		
642	04/15/04	132531091-PC	1,420 50	1,420 50	JOHNSON, GERALD DON
A					
***			1,420 50		
650	04/15/04	132531092-PC	673 50	673 50	DAVIDSON, TINA J
A					
650	04/15/04	132531094-PC	1,341 58	1,341 58	SEMRAU, RUTH E
A					
650	04/15/04	15756-PCA	186 69	186 69	WEATHERBY, STEVEN A
650	04/15/04	15755-PCA	931 25	931 25	SMITH, EMMA JEAN
650	04/15/04	15757-PCA	918 38	918 38	WILLIAMS, JANET C
650	04/15/04	132531093-PC	827 13	827 13	GILES, PEGGY J
A					
650	04/15/04	15754-PCA	195 70	195 70	GLOSUP, DONA L
***			5,074 23		

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
665	04/15/04	132531095-PC A	343 34	343 34	HILL, BRIAN K
665	04/15/04	15759-PCA	343 34	343 34	WIGGINS, PAMELA ROCHELLE
665	04/15/04	15758-PCA	1,047 13	1,047 13	CAMPBELL, MARY ROSE
***				1,733 81	
				220,792 33	

208 records selected 208 values listed

VOL Calc PG 6/64

VOL Calc PG 6/15

EMPLOYEE ID - NAME	PAY COMPONENTS		EMPLOYER - PAID CONTRIBUTIONS						
	TYPE	CURR	YTD	TYPE	TXBL	AMOUNT	CURR	GTD	YTD
TOTALS -- ALL DEPARTMENTS	411	50 00	350 00	FICA	13242 55	GROSS	220,792 33	220,792 33	1511596 23
BAIL/H	0 00	0 00		INCL	3871 40	12SAH	152 29	152 29	1066 03
BALIFF	495 69	3,469 83		INLCO	66 00	125CL	267 23	267 23	1870 61
CCP/DT	560 00	3,325 00		MDCR	3097 05	125CO	4,966 86	4,966 86	35713 65
CTFEES	43 89	1,213 86		RET	20822 02	125FC	135 95	135 95	951 65
CTSECU	50 00	350 00				125NF	466 01	466 01	3397 07
DA/32	0 00	0 00				125TL	94 48	94 48	661 36
H	7,647 46	46,729 73				125UN	1,120 35	1,120 35	7842 45
J-IVE	1,363 25	9,542 75				DEFCD	262 21	262 21	1835 47
J-PSO	2,996 74	20,977 18				INSPF	191 94	191 94	1343 58
J-PSP	811 26	5,679 82				RET	15,136 82	15,136 82	104036 94
J-SA	593 75	4,156 25				VALIC	220 00	220 00	1540 00
J-SAID	1,371 00	9,597 00				NET TXBL	197,970 13	197,970 13	1352681 00
JPJUV	184 82	1,293 74				FED W/H	16,633 36	16,633 36	113969 55
JUV	200 00	1,400 00				FICA TXBL	213,589 15	213,589 16	1460093 41
LAWLIB	64 38	450 66				FICA	13,242 55	13,242 55	90526 11
LONG	1,590 00	10,972 00				MEDICARE	3,097 05	3,097 05	21171 24
PROB	18,444 00	129,108 00				EIC	0 00	0 00	0 00
PROB/H	1,272 00	7,856 00				1012	89 00	89 00	616 00
PROB/O	1,461 25	9,213 75				1096	181 13	181 13	1267 91
SAL	179,653 51	232,336 35				1112	159 94	159 94	1119 58
SAL-M	469 14	3,283 98				1231	300 00	300 00	2100 00
SAL/91	0 00	0 00				441	85 50	85 50	398 50
SIAT	62 50	437 50				791	162 50	162 50	1137 50
STATE	1,199 35	8,395 45				878	243 57	243 57	1704 99
SUPP	208 34	1,458 38				ALLTEL/PCA	0 00	0 00	0 00
						INSAH	9 85	9 85	68 95
						INSL	18 20	18 20	127 40
COMP	0 00	0 00				INSCO	881 61	881 61	5975 16
HOLIDAY	0 00	0 00				INSFC	13 20	13 20	92 40
SICK	0 00	0 00				INSNF	26 50	26 50	185 50
SICK/H	0 00	0 00				INSTL	73 30	73 30	670 78
VAC	0 00	0 00				IRS	0 00	0 00	0 00
VAC/H	0 00	0 00				DTH	424 00	424 00	2968 00
						PETP	1,772 50	1,772 50	12407 50
						PFNB	2,035 00	2,035 00	14245 00
						PGNB	720 00	720 00	5040 00
						SUP10	125 00	125 00	875 00
						SUPP9	130 00	130 00	860 00
						TRUSTEE/2	100 00	100 00	700 00
						NET PAY	157,255 43	157,255 43	1072910 35

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
127327-APC	04/15/04	UPSHUR COUNTY INSURANCE ACCOUNT	3,937 40
127328-APC	04/15/04	NATIONWIDE RETIREMENT	262 21
127329-APC	04/15/04	FIRST NATIONAL BANK GILMER	32,679 20
127330-APC	04/15/04	FIRST NATIONAL BANK GILMER	16,633 36
127331-APC	04/15/04	HEALTHFIRST TPA	1,120 35
127332-APC	04/15/04	UPSHUR COUNTY IRC/125	466 01
127333-APC	04/15/04	UPSHUR COUNTY IRC/125	135 95
127334-APC	04/15/04	UPSHUR COUNTY IRC/125	152 29
127335-APC	04/15/04	UPSHUR COUNTY IRC/125	94 48
127336-APC	04/15/04	UPSHUR COUNTY IRC/125	267 23
127337-APC	04/15/04	UPSHUR COUNTY IRC/125	4,966 86
127338-APC	04/15/04	ATTORNEY GENERAL OF TEXAS	424 00
127339-APC	04/15/04	EAST TEXAS PROFESSIONAL	1,772 50
127340-APC	04/15/04	FIRST NATIONAL BANK	2,035 00
127341-APC	04/15/04	GILMER NATIONAL BANK	720 00
127342-APC	04/15/04	UPSHUR COUNTY INSURANCE ACCOUNT	881 61
127343-APC	04/15/04	OFFICE OF THE ATTORNEY GENERAL	125 00
127344-APC	04/15/04	TXCSDU	243 57
127345-APC	04/15/04	TXCSDU	162 50
127346-APC	04/15/04	OFFICE OF THE ATTORNEY GENERAL	159 94
127347-APC	04/15/04	TXCSDU	88 00
127348-APC	04/15/04	TXCSDU	300 00
127349-APC	04/15/04	TXCSDU	181 13
127350-APC	04/15/04	TXCSDU	85 50
127351-APC	04/15/04	SHARON KEMP #0539655371	130 00
127352-APC	04/15/04	MICHAEL GROSS	100 00
127353-APC	04/15/04	VALIC	220 00
Total for All Payments -			68,344 09

*Dean Fowler*  
COUNTY JUDGE, DEAN FOWLER  
*Joe Orms*  
COMMISSIONER PCT#1, JOE ORMS  
*Joe E. Ferguson*  
COMMISSIONER PCT#2, JOE E. FERGUSON

*Rick Jackson*  
COMMISSIONER PCT#3, RICK JACKSON  
*Gary Drennan*  
COMMISSIONER PCT#4, GARY DRENNAN

FILED  
ROBIN RODENBERG  
CLERK  
04 APR 19 PM 1:52  
UPSHUR COUNTY, TX.  
DEPUTY

660 PG 4 of 4  
vni

VOL 1 do PG 617

### TREASURER'S MONTHLY REPORT

By Myra Harns, County Treasurer  
Mar 1 thru Mar 31, 2004

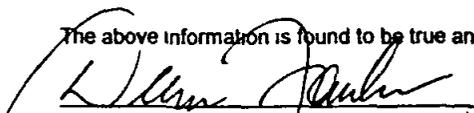
	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Acct	\$ 8,025,780.24	\$ 949,516.58	\$ 690,000.59		\$ 323,829.65	\$ 7,961,466.58	\$ 2,374,499.36	\$ 2,324,499.36	\$ 14,406.34	\$ 7,947,060.24	\$ 7,961,466.58
Insurance Acct	\$ 1,073.51	\$ 55,099.75	\$ 235,898.99			\$ 1,034.27	\$ 276,960.00	\$ 96,200.00	\$ 1,034.27		\$ 1,034.27
IRC125 Acct	\$ 3,365.25	\$ 12,701.48	\$ 12,701.48			\$ 3,365.25	\$ -	\$ -	\$ 3,365.25	\$ -	\$ 3,365.25
Ins Clearing	\$ 16,986.79	\$ 262,626.30	\$ 256,663.47			\$ 22,949.62	\$ -	\$ -	\$ 22,949.62	\$ -	\$ 22,949.62
Payroll Clearing	\$ 1,000.00	\$ -	\$ 323,829.65	\$ 323,829.65		\$ 1,000.00			\$ 1,000.00		\$ 1,000.00
Disaster Grant	\$ 0.00	\$ 0.00	\$ 0.00			\$ 0.00			\$ 0.00		\$ 0.00
Sharon Water Grant	\$ 0.00	\$ 5,348.00	\$ 5,348.00			\$ 0.00			\$ 0.00		\$ 0.00
<b>Totals</b>	<b>\$ 8,048,205.79</b>	<b>\$ 1,285,292.11</b>	<b>\$ 1,524,442.18</b>	<b>\$ 323,829.65</b>	<b>\$ 323,829.65</b>	<b>\$ 7,989,815.72</b>	<b>\$ 2,651,459.36</b>	<b>\$ 2,420,699.36</b>	<b>\$ 42,755.48</b>	<b>\$ 7,947,060.24</b>	<b>\$ 7,989,815.72</b>

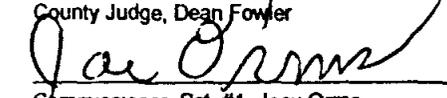
**INDEBTEDNESS**

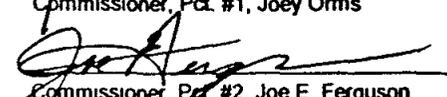
1997 Certificate of Obligations	\$ 2,610,000.00
Bank Property (Reissued @4.5147%) GNB	\$ 37,360.14
Upshur County R&B/Reclaimer	\$ 56,590.36
<b>TOTAL INDEBTEDNESS</b>	<b>\$2,703,950.50</b>

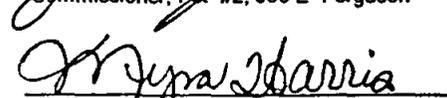
Investment Register on back

The above information is found to be true and correct.

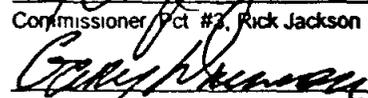
  
County Judge, Dean Fowler

  
Commissioner, Pct. #1, Joey Orms

  
Commissioner, Pct. #2, Joe E. Ferguson

  
Myra Harns, County Treasurer

  
Commissioner, Pct. #3, Rick Jackson

  
Commissioner, Pct. #4, Gary Drennan

Submitted under the provision of the Local Government Code Section 114.026

UPSHUR COUNTY INVESTMENT ACTIVITY FOR MARCH, 2004

FILED  
ROBIN RODENBERG  
COUNTY CLERK

04 APR 15 PM 1:52

UPSHUR COUNTY, TX.

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

CD#	ACCOUNT	AMOUNT	PURCHASED	%RATE	MATURITY	DAYS	EARNED INTEREST
35714	Tobacco	\$754,254.50	7-Oct-03	1.90	14-Apr-04	190	\$1,138.61
35754	Operating	\$400,000.00	14-Nov-03	1.94	14-May-04	182	\$616.55
35755	Operating	\$300,000.00	14-Nov-03	1.94	28-May-04	196	\$462.41
35756	Operating	\$400,000.00	26-Nov-03	1.91	15-Jun-04	202	\$607.01
35757	Operating	\$250,000.00	26-Nov-03	1.86	15-Mar-04	110	\$216.58
35815	Operating	\$175,000.00	5-Dec-03	1.93	15-Jun-04	193	\$268.35
35836	Operating	\$350,000.00	12-Dec-03	1.85	31-Mar-04	110	\$833.77
35854	Operating	\$400,000.00	9-Jan-04	1.92	15-Jul-04	188	\$610.19
35782	Operating	\$225,000.00	13-Jan-04	1.87	30-Apr-04	108	\$334.29
35798	Operating	\$500,000.00	26-Jan-04	1.80	30-Jun-04	154	\$715.07
35864	Operating	\$225,000.00	23-Jan-04	1.85	30-Apr-04	98	\$330.72
35865	Operating	\$500,000.00	30-Jan-04	1.80	30-Jul-04	162	\$715.07
35847	Operating	\$425,000.00	31-Dec-03	1.82	15-Apr-04	106	\$0.00
35866	Insurance	\$132,000.00	2-Feb-04	1.60	15-Mar-04	42	\$243.03
35939	Operating	\$150,000.00	27-Feb-04	1.54	15-Mar-04	17	\$107.59
35873	Operating	\$500,000.00	6-Feb-04	1.90	31-Aug-04	207	\$780.82
35872	Operating	\$275,000.00	6-Feb-04	1.85	28-May-04	112	\$418.15
35871	Operating	\$150,000.00	6-Feb-04	1.65	31-Mar-04	54	\$366.16
35870	Insurance	\$104,000.00	6-Feb-04	1.65	31-Mar-04	54	\$253.87
35867	Operating	\$400,000.00	2-Feb-04	1.85	16-Aug-04	197	\$608.22
35878	Operating	\$200,000.00	18-Feb-04	1.89	15-Sep-04	210	\$310.68
35940	Operating	\$250,000.00	27-Feb-04	1.89	15-Sep-04	201	\$388.36
35890	Operating	\$115,000.00	12-Mar-04	1.52	31-Mar-04	19	\$90.99
35891	Operating	\$275,000.00	12-Mar-04	1.62	30-Apr-04	49	\$0.00
35884	Insurance	\$40,960.00	27-Feb-04	1.39	31-Mar-04	33	\$51.47
35808	Permanent School	\$1,134,499.36	24-Feb-04	1.62	25-Mar-04	30	\$1,510.59
35809	Available School	\$30,909.25	24-Feb-04	1.47	26-May-04	92	\$36.10
35959	Permanent School	\$1,134,499.36	25-Mar-04	1.84	23-Jun-04	90	\$0.00
24610	Operating	\$225,000.00	22-Mar-04	1.51	31-Mar-04	9	\$83.77
35962	INS & Operating	\$321,200.00	31-Mar-04	1.54	Apr-15-04	15	\$0.00
35963	Operating	\$250,000.00	31-Mar-04	1.89	30-Sep-04	183	\$0.00
TOTALS		\$10,592,322.47					\$12,098.42

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### TREASURER'S QUARTERLY REPORT

By Myra Hams, County Treasurer  
Jan 1 thru Mar 31, 2004

	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Demand	Investments	Total
Operating Account	\$ 5,589,389.10	\$ 5,450,919.61	\$ 2,124,842.34		\$ 953,999.79	\$ 7,961,466.58	\$ 14,406.34	\$ 7,947,060.24	\$ 7,961,466.58
Insurance Acct.	\$ 1,050.98	\$ 1,315,072.43	\$ 1,315,089.14			\$ 1,034.27	\$ 1,034.27	\$ 96,200.00	\$ 1,034.27
IRC/125 Account	\$ 3,365.25	\$ 37,641.81	\$ 37,641.81			\$ 3,365.25	\$ 3,365.25	\$ -	\$ 3,365.25
Insurance Clearing	\$ 4,074.15	\$ 565,446.94	\$ 546,571.47			\$ 22,949.62	\$ 22,949.62	\$ -	\$ 22,949.62
Payroll Clearing	\$ 1,000.00		\$ 953,999.79	\$ 953,999.79		\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00
Disaster Relief	\$ 0.00	\$ 9,600.00	\$ 9,600.00			\$ 0.00	\$ 0.00		\$ 0.00
Sharon Water Grant	\$ 0.00	\$ 5,348.00	\$ 5,348.00			\$ 0.00	\$ 0.00		\$ 0.00
<b>Totals</b>	<b>\$ 5,598,879.48</b>	<b>\$ 7,384,028.79</b>	<b>\$ 4,993,092.55</b>	<b>\$ 953,999.79</b>	<b>\$ 953,999.79</b>	<b>\$ 7,989,815.72</b>	<b>\$ 42,755.48</b>	<b>\$ 8,043,260.24</b>	<b>\$ 7,989,815.72</b>

LIST OF INDEBTEDNESS

1997 Certificates of Obligation	\$ 2,610,000.00
Bank Property (reissued @4.5147%) GNB	\$ 37,360.14
Upshur County Road&Bndge/Reclamer	\$ 56,590.38
<b>TOTAL INDEBTEDNESS</b>	<b>\$ 2,703,950.50</b>

(Securities Con't)

Operating Account	CD#35796	\$ 500,000.00	1.80%	6/30/04
Operating Account	CD#35864	\$ 225,000.00	1.85%	4/30/04
Operating Account	CD#35865	\$ 500,000.00	1.80%	7/30/04
Operating Account	CD#35847	\$ 425,000.00	1.82%	4/15/04
Operating Account	CD#35873	\$ 500,000.00	1.90%	8/31/04
Operating Account	CD#35872	\$ 275,000.00	1.85%	5/28/04
Operating Account	CD#35867	\$ 400,000.00	1.85%	8/16/04
Operating Account	CD#35815	\$ 175,000.00	1.93%	6/15/04
Operating Account	CD#35878	\$ 200,000.00	1.89%	9/15/04
Operating Account	CD#35940	\$ 250,000.00	1.89%	9/15/04
Operating Account	CD#35891	\$ 275,000.00	1.62%	4/30/04
Available School	CD#35809	\$ 30,909.25	1.47%	5/26/04
Permanent School	CD#35959	\$ 1,134,499.36	1.84%	6/23/04
Operating & Ins.	CD#35962	\$ 321,200.00	1.54%	4/15/04
Operating Account	CD#35963	\$ 250,000.00	1.89%	9/30/04

LIST OF SECURITIES

Operating Account	CD#35754	\$ 400,000.00	1.94%	5/14/04
Tobacco	CD#35714	\$ 754,254.50	1.90%	4/14/04
Operating Account	CD#35755	\$ 300,000.00	1.94%	5/28/04
Operating Account	CD#35756	\$ 400,000.00	1.91%	6/15/04
Operating Account	CD#35815	\$ 175,000.00	1.93%	6/15/04
Operating Account	CD#35854	\$ 400,000.00	1.92%	7/15/04
Operating Account	CD#35782	\$ 225,000.00	1.87%	4/30/04

TOTAL SECURITIES \$ 8,115,863.11

THE STATE OF TEXAS )  
COUNTY OF UPSHUR )

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

Myra Harris, County Treasurer

SWORN TO AND SUBSCRIBED before me this 15<sup>th</sup> day of April, 2004.

Robin Rodenberg, Clerk  
County Court, Upshur County, Texas

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

Dean Fowler  
County Judge

[Signature]  
Commissioner, Precinct No. 3

Joe Orms  
Commissioner, Precinct No. 1

[Signature]  
Commissioner, Precinct No. 4

Joe Ferguson  
Commissioner, Precinct No. 2

SUBSCRIBED AND SWORN TO Before me, this 15<sup>th</sup> Day of April, A.D. 2004.

\_\_\_\_\_  
County Clerk, Upshur County, Texas

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

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
04 APR 15 PM 1:52  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

VOL 66 PG 621

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

14 Apr 2004

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

Disbursements Made from 03/31/04 thru 04/14/04

PAGE 1

THE SOFTWARE DEPOT, INC

Check #	Ch Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
127108-AFCA	03/31/04	UPSHUR COUNTY INSURANCE ACCO	\$3,937.40	\$3,937.40	CSCD-INS. CLAIMS, EMP INS. COSTS
127109-AFCA	03/31/04	NATIONWIDE RETIREMENT	\$262.21	\$262.21	ENTITY#52039 PAYROLL DEDUCTIONS
127110-AFCA	03/31/04	FIRST NATIONAL BANK GILMER	\$32,869.08	\$32,869.08	FICA/MEDICARE PAYROLL DEDUCTIONS
127111-AFCA	03/31/04	FIRST NATIONAL BANK GILMER	\$17,171.54	\$17,171.54	WITHHOLDING PAYROLL DEDUCTIONS
127112-AFCA	03/31/04	HEALTHFIRST TPA	\$1,120.35	\$1,120.35	125/HEALTHCARE REIMBURSEMENT
127113-AFCA	03/31/04	UPSHUR COUNTY IRC/125	\$488.51	\$488.51	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
127114-AFCA	03/31/04	UPSHUR COUNTY IRC/125	\$135.95	\$135.95	125/AFLAC PAYROLL DEDUCTION
127115-AFCA	03/31/04	UPSHUR COUNTY IRC/125	\$152.29	\$152.29	125/AMERICAN HERITAGE PAYROLL DEDUCTION
127116-AFCA	03/31/04	UPSHUR COUNTY IRC/125	\$94.48	\$94.48	125/TRANSPORT LIFE PAYROLL DEDUCTION
127117-AFCA	03/31/04	UPSHUR COUNTY IRC/125	\$267.23	\$267.23	125/CENTRAL UNITED PAYROLL DEDUCTION
127118-AFCA	03/31/04	UPSHUR COUNTY IRC/125	\$5,314.99	\$5,314.99	125 DEPENDENT INS PREMIUMS/PAYROLL
127119-AFCA	03/31/04	ATTORNEY GENERAL OF TEXAS	\$424.00	\$424.00	MULTIPLE PAYORS
127120-AFCA	03/31/04	EAST TEXAS PROFESSIONAL	\$1,772.50	\$1,772.50	ETPCU/PAYROLL SAVINGS PLAN
127121-AFCA	03/31/04	FIRST NATIONAL BANK	\$2,035.00	\$2,035.00	FNB/PAYROLL SAVINGS PLAN
127122-AFCA	03/31/04	GILMER NATIONAL BANK	\$720.00	\$720.00	GNB/PAYROLL SAVINGS PLAN
127123-AFCA	03/31/04	POLICE AND FIREMEN S INS ASS	\$383.75	\$383.75	#0004212440-2 UP CO. SHERIFF DEPT
127124-AFCA	03/31/04	UPSHUR COUNTY INSURANCE ACCO	\$230.25	\$230.25	DEPENDENT INS PREMIUMS/PAYROLL
127125-AFCA	03/31/04	OFFICE OF THE ATTORNEY GENER	\$125.00	\$125.00	JOEY YOUNG
127126-AFCA	03/31/04	TXCSDU	\$243.57	\$243.57	N005932975
127127-AFCA	03/31/04	TXCSDU	\$162.50	\$162.50	N005932884
127128-AFCA	03/31/04	OFFICE OF THE ATTORNEY GENER	\$159.94	\$159.94	N005932936
127129-AFCA	03/31/04	JXCSDU	\$88.00	\$88.00	N005932949
127130-AFCA	03/31/04	TXCSDU	\$300.00	\$300.00	#96-291-DR, 451-95-7891
127131-AFCA	03/31/04	TXCSDU	\$181.13	\$181.13	JUSTIN DAVIDSON #510-03
127132-AFCA	03/31/04	TXCSDU	\$85.50	\$85.50	LARRY SEWELL
127133-AFCA	03/31/04	SHARON KEYP #0509655071	\$130.00	\$130.00	FARI PECK

Approved Disbursements

Checking Account(s) APCA FNB. INS FNB. 125

THE SOFTWARE GROUP, INC

Disbursements Made from 03/31/04 thru 04/14/04

Check #	Ch Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
127113-APCA	03/31/04	TEXAS COUNTY & DISTRICT RETI	\$71,630.71	\$71,630.71	UNIT#329 MONTHLY REPORT.
127115-APCA	03/31/04	MICHAEL GROSS	\$100.00	\$100.00	CASE#01-62328 KAREN HUGHES
127135-APCA	03/31/04	VALIC	\$220.00	\$220.00	PAYROLL DEDUCTIONS
127117-APCA	03/31/04	A'CDMA SIGNS	\$1,035.00	\$1,035.00	CD S-SHERIFF UNIT SIGNS(2)
127139-APCA	03/31/04	ACCU CHEM LABORATORIES	\$302.00	\$302.00	CCP-#JP65/INV#S 525750&751&763&845
127139-APCA	03/31/04	ACCURINT	\$17.85	\$8.75 \$1.10 \$8.00	CD S-#1066590, 01/01-01/31/04 CD S-#1066590, 02/01-02/29/04 CD S-#1066590, 10/01-10/31/03
127140-APCA	03/31/04	ACS	\$9,593.00	\$9,593.00	CD CLK-#171816/APCH PRINTS(4304); SERV INDEXIN S(1009); IMAGING(1009); FRT.
127141-APCA	03/31/04	ADT SECURITY SERVICES, INC	\$30.99	\$30.99	JP#3-RECURRING SERV. 04/01-04/30/04
127142-APCA	03/31/04	AFLAC	\$298.30	\$298.30	#S5217 PAYROLL DEDUCTIONS 03/31/04
127143-APCA	03/31/04	ALRIGHTS GARAGE	\$20.00	\$20.00	CD JAIL-UNIT#22/EXHAUST REPAIR
127144-APCA	03/31/04	ALDREDRES CLEANERS	\$16.00	\$16.00	CD S-REPLACE PATCHES LARRY SEVELL
127145-APCA	03/31/04	ALLTEL	\$17.05	\$8.62 \$5.62 \$2.48 \$0.33	TELE CCM-#010445710123/03/22/04 BILLING TELE CCM-#010167049120/03/22/04 BILLING TELE CCM-#010167346120/03/22/04 BILLING TELE CCM-#010161252123/03/22/04 BILLING
127145-APCA	03/31/04	ALLTEL	\$1,715.95	\$217.86 \$10.55 \$87.18 \$78.91 \$851.37 \$35.29 \$434.79	DA-790-0756, 03.10-04/05/04, 0502648 JP#3-#GM2652L/3/09/04 BILLING TELE CCM-#0127098/03-09-04 BILLING SUPLOC-#0M0036 MAR 04 BILLING R&S-#GMR65HT/03 09/04 BILLING CD BLDG-#LTS822V/03 22/04 BILLING CD S-7PO-1971/03-23-04 BILLING
127147-APCA	03/31/04	AMERICAN ELECTRIC POWER	\$4,545.05	\$179.01 \$290.67 \$3,043.64 \$483.66 \$56.63 \$443.97 \$37.35 \$9.72	REC STOR-#0609896200/03/10/04 BILLING REC STOR-#0609896200/03/10/04 BILLING J CTR-#0612436202/03/10/04 BILLING CD TSA-#0609896200/03/10/04 BILLING PORTER DLS-#060707000003 03/10/04 BILLING CD LIP-#0613788006, 02 10-03 10 04 RDC- BLIS-#0624788006, 02 12-03/12/04 RDC- BLIS-#0605108806, 02/12-13/12/04
127148-APCA	03/31/04	AMERICAN HERITAGE LIFE INSUR	\$324.26	\$324.26	#47539 PAYROLL DEDUCTIONS 03 31/04
127149-APCA	03/31/04	ANGIE HENDRICK	\$4,150.00	\$4,150.00	D A-CP-#7,41 FNB-6100 CD 03.12-23/04

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UPPER COUNTY

ACCOUNTS PAYABLE SYSTEM

14 Apr 2004

Approved Disbursements

Checking Account(s): APCA FNB INS FNB 125

THE SOFTWARE GROUP INC

Disbursements Made from 03/31/04 thru 04/14/04

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Check #	MO Date	Vendor	Check Amount	Invoice Amt	Invoice Description
127152-APCA	03/01/04	ARMOR RESEARCH CO	\$262.54	\$262.54	R&B-#49070/SDAP, URINAL SCREENS, SHIPPING
127151-APCA	03/31/04	AT&T WIRELESS	\$54.39	\$54.39	DPS-#22946205685/235-5546-3/10/04 BILLING
127150-APCA	03/01/04	BAXTER SALES CO INC	\$1,210.64	\$304.96	CO JAIL-#101873/JANITORIAL SUPPLIES
				\$191.00	CO JAIL-#101873/TISSUE(S), KITCHEN TWL(2)
				\$76.50	CO BLDG-#101850/HAND SOAP
				\$154.64	CO JAIL-#101873/MOP BUCKET
				\$453.54	CO JAIL-#101873/TISSUE(S), CLEANER, MOP, SOAP(20)
127153-APCA	03/31/04	BEN E KEITH FOODS	\$8,885.07	\$3,064.62	CO JAIL-#052156/ASSORTED FOODS
				\$2,632.30	CO JAIL-#052156/ASSORTED FOODS
				\$3,028.03	CO JAIL-#052156/ASSORTED FOODS
				\$59.09 cr	CO JAIL-#052156/GROCERY RETURN
127154-APCA	03/31/04	BLAIR R MACBEATH M.D	\$85.00	\$85.00	CO JAIL-SUSAN SEMAR/2/07/04 MEDICAL
127155-APCA	03/01/04	BOB BARKER CO. INC	\$258.97	\$258.97	CO JAIL-#UPSTX0/SHAVE CREAM(2), RAZOR(3)
127156-APCA	03/31/04	BRIAN HILL	\$91.98	\$91.98	CO EXT-PEIMB/292mi@0315
127157-APCA	03/31/04	BUFFET VILLAGE	\$52.00	\$52.00	DA-DANNA JOHNSON/HOT CK RESTITUTION
127158-APCA	03/31/04	EULFINCH CUSTODIAL SERVICE I	\$3,999.00	\$3,999.00	MARCH'04 JANITORIAL CONTRACT
127159-APCA	03/31/04	CANYON POINT	\$122.32	\$122.32	DA-TRACY JOHNSON/HOT CK RESTITUTION
127160-APCA	03/31/04	CARD SERVICE CENTER	\$142.25	\$142.25	DA-#4707123168100590/MAR 15'04 BILLING
127161-APCA	03/31/04	CARD SERVICE CENTER	\$1,293.32	\$1,184.71	CO JAIL-#422974346002787/01-02-04 BILLING
				\$110.61	CO SDJAIL-#4229743460002787/02-02-04 BILLING
127162-APCA	03/31/04	CARD SERVICE CENTER	\$286.50	\$103.57	SJP-#4707123168100541/MAR 10'04 BILLING
				\$139.32	SJP-#4707123168100503/MAR 10'04 BILLING
				\$43.61	SJP-#4707123168100517/MAR 10'04 BILLING
127164-APCA	03/31/04	CENTERPOINT ENERGY	\$3,922.67	\$2,335.22	CO BLDG-#20612336091, 02/10-03/09/04
				\$659.70	CO BLDG-#21019295091, -2/10-3/09/04 BILLING
				\$954.00	CO LIB-#21126554081/-2/11-3/10/04 BILLING
				\$27.60	POSTER BLDG-#21417012011/-2/18-3/16/04 BILLING
				\$135.15	CO TAX-#21417012071/-2/18-3/16/04 BILLING
127165-APCA	03/01/04	CENTRAL UNITED LIFE INSURANC	\$546.25	\$546.25	#4269 PAYROLL DEDUCTIONS 03/31/04
127167-APCA	03/31/04	CHANE YOUNG	\$4,044.58	\$108.55	CO S-#JPEWIRD, FUEL
				\$45.29	911-#JPSHJRNA/FUEL
				\$83.94	CO S-#JPEWIRD, FUEL
				\$3,809.80	CO S-2614 GALS GASOLINE

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

14 Apr 2004

Approved Disbursements

THE SOFTWARE GROUP, INC

Checking Account(s) APCA FNB, INS FNB, 125  
Disbursements Made from 03/31/04 thru 04/14/04

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Check #	Chk Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
127167-APCA	03/31/04	CHEMURSE COUNTY	\$325.00	\$325.00	CO CT-MI#30,317/COMMIT TO RUSK
127168-APCA	03/31/04	CHEVRON U S A INC	\$187.19	\$187.19	CO S-#7896789842/GASOLINE-2/27/04 BILLING
127169-APCA	03/31/04	CITY OF GILMER	\$4,128.63	\$27.50	CO BLDG-#1217100000/-01/31-03/01/04 BILLING
				\$13.75	CO BLDG-#1222900000/-01/31-03/01/04 BILLING
				\$35.07	711-#0107605000/-01/31-03/01/04 BILLING
				\$3,721.63	J STR-#0105720000/-01/31-03/01/04 BILLING
				\$42.68	CO BLDG-#1215100000/-01/31-03/01/04 BILLING
				\$287.98	CO BLDG-#1527400000/-02/01-03/02/04 BILLING
127170-APCA	03/31/04	COLLIN COUNTY DISTRICT ATTOR	\$150.00	\$150.00	DA-REGIST, DON JETER
127171-APCA	03/31/04	CONOCO INC	\$19.56	\$19.56	CO S-#840230080/03/21/04 BILLING
127172-APCA	03/31/04	CONSECO HEALTH INSURANCE CO	\$388.10	\$388.10	#4-512 PAYROLL DEDUCTIONS 03/31/04
127173-APCA	03/31/04	CONTRACTOR'S SUPPLIES, INC	\$297.40	\$297.40	R&E-SURVEY PAINT; REFLECTIVE SHEETING, FIRST AID KIT
127174-APCA	03/31/04	COUNTY & DISTRICT CLERKS ASS	\$195.00	\$195.00	CO CLK-REGIST/R POGENBERG, 04/28-04/30/04
127175-APCA	03/31/04	CROLEY FUNERAL HOME	\$765.00	\$435.00	NON DEPT-TRANSPORT&DISASTER POUCH/CAROL DAVIS
				\$330.00	NON DEPT-TRANSPORT&DISASTER POUCHES/UNIDENTIFIED MEN
127176-APCA	03/31/04	DALLAS COUNTY TREASURER	\$1,549.00	\$49.00	CO S-#1564/EVIDENCE#03120060863
				\$1,500.00	NON DEPT-#1564/FPEDA CLINE, AUTOPSY
127177-APCA	03/31/04	DARTER COMPUTER SUPPLY	\$887.44	\$149.00	COMPUTER-#0088773215/PRINTER
				\$149.00	COMPUTER-#0088773213/PRINTER
				\$149.00	COMPUTER-#0088773213/PRINTER
				\$309.99	COMPUTER-#0088773215/PRINTER
				\$130.45	COMPUTER-#0158773215, A-B CABLE, SHIPPING
127178-APCA	03/31/04	DATAB, INC	\$329.46	\$329.46	CO LIB-BARCODE LABELS(10,000), FRT
127179-APCA	03/31/04	DATAFLEX	\$410.30	\$410.30	CO TAX-ADDRESSES CONFIRM CARDS, SHIPPING
127180-APCA	03/31/04	DAVID W BULLER M D	\$1,000.00	\$1,000.00	CO E-PEITH SPINE SCENE LOCATION
127181-APCA	03/31/04	DAVID W BULLER M D	\$1,000.00	\$1,000.00	MARCH 04 CONTRACTED MEDICAL SERVICES
127182-APCA	03/31/04	DEBEK BAENSCH	\$300.00	\$300.00	MARCH 4 JP#1 BLDG LEASE
127183-APCA	03/21/04	DIAMOND D LUCE +	\$33.50	\$33.50	CO E-OIL CHANGE/TRANSMISSION FLUID
127184-APCA	03/31/04	DIGESTIVE HEALTH SPECIALISTS	\$455.40	\$455.40	CO JAIL-#151887, 02/02-01/12/04
127185-APCA	03/31/04	DON GAGE	\$149.89	\$149.89	CO JAIL-PRISONER TRANSPORT/LOADING(2), GAS

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127185-APCA	03/31/04	DCM VETER	\$104.00	\$104.00	DA-PER.DIEM/4 days\$26.00
127187-APCA	03/31/04	DWIGHT A BRANNON	\$1,050.00	\$350.00	D CT-#12 756/KEYNAN ELLIS
				\$350.00	D CT-#13 523/LOUIS JAMICHEALIAN WHITE
				\$350.00	D CT-#13,524/LOUIS JAMICHEALIAN WHITE
127188-APCA	03/31/04	E T MOBILE IMAGING INC	\$776.25	\$400.00	CO JAIL-#4943/TRANSPORT.
				\$376.25	PETPANEM, STONE TEEMS(2)/4 DAYS
					CO JAIL-9AL OF OCT'03 BILLING
127189-APCA	03/31/04	EAST TEXAS EMERGENCY PHYSICI	\$260.00	\$260.00	CO JAIL-ROBERT JACKSON/12-17-04
127190-APCA	03/31/04	EAST TEXAS INSURANCE AGENCY	\$50.00	\$50.00	CO S-#565457/GERARD
					MANDREGER, 12/30/03-12/30/04 BOND
127191-APCA	03/31/04	EAST TEXAS MEDICAL	\$1,265.89	\$479.16	CO JAIL-JAY R SMALL/04/20/03 MEDICAL
				\$116.01	CO JAIL-JEFEMY SANDERS/11/07/03 MEDICAL
				\$152.10	CO JAIL-CHARLES R NELSON/11/05/03 MEDICAL
				\$43.30	CO JAIL-FLDYD STONE 1/20/04 MEDICAL
				\$393.21	CO JAIL-ROBERT S JACKSON/12/17/03 MEDICAL
				\$62.11	CO IND-MICHIKA S BROOKS/03-11-04
127192-APCA	03/31/04	EAST TEXAS MEDICAL CENTER	\$1,573.89	\$1,573.89	CO IND-JAMISON TAVE/01-15-04
127193-APCA	03/31/04	EAST TEXAS PATHOLOGY SERVICE	\$61.18	\$61.18	CO JAIL-FLDYD STONE/02/11/04 MEDICAL
127194-APCA	03/31/04	EAST TEXAS RADIOLOGY CONSULT	\$42.84	\$19.44	CO JAIL-JEFEMY SANDERS/11/07/03 MEDICAL
				\$23.40	CO JAIL-FLDYD STONE/02/05/04 MEDICAL
127195-APCA	03/31/04	EAST TEXAS UROLOGY, PLLC	\$25.20	\$25.20	CO JAIL-RDY L COMPTON/03/31/03 MEDICAL
127196-APCA	03/31/04	ECONOMY AUTO SUPPLY INC	\$893.12	\$8.40	CO S-#6715/PAINT CANS(18)
				\$56.25	R&B-#8680 FILTER(3) BATTERY TERM(2), CAP
				\$443.62	R&B-#8680/EPAKE DRUM(2), BRAKE SHOE(4), MAINT
					PAK(2), SEALS(2)
				\$21.71	CO S-UNIT#1220/BELT
				\$32.78	R&B-#8680/DIGITAL CALIPER
				\$49.33	R&B-#8680/HOSE(2), FITTINGS(4)
				\$16.94	R&B-#8680/HOSES(10), SLEEVE(5), NUT(4)
				\$264.09	R&B-AIR WHIP WRENCH NUTS, COUPLER
127197-APCA	03/31/04	ETEX TELEPHONE COOP INC	\$19.95	\$19.95	911-#8380609/03/01/04 BILLING
127198-APCA	03/31/04	ETMC FIRST PHYSICIANS CLINIC	\$216.00	\$63.00	CO JAIL-JAMISON TAVE 1/19/04 MEDICAL
				\$81.00	CO JAIL-JAMISON TAVE 01/17/04 MEDICAL
				\$72.00	CO JAIL-JAMISON TAVE 01/16/04 MEDICAL
127199-APCA	03/31/04	EXPRESS LUBE DBA	\$323.70	\$12.50	CO BLDG-INSPECTION STICKER
				\$21.95	CO S-OIL CHANGE FORD TRW35
				\$21.95	CO S-OIL CHANGE UNIT#1220
				\$28.45	CO S-OIL CHANGE UNIT#1220

UPSHUR COUNT.

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THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$39.20	CO S-OIL CHANGE/FORD 752586
				\$27.95	CO S-OIL CHANGE
				\$21.95	CO JAIL-OIL CHANGE/FORD N03H00
				\$21.95	CO JAIL-OIL CHANGE/CHEV P28CRM
				\$30.45	CO S-UNIT#1209/OIL CHANGE
				\$21.95	DA-OIL CHANGE/FORD 755142
				\$34.45	CO S-OIL CHANGE, SI INSPECTION/FORD B01403
				\$34.95	CO S-UNIT#1210/OIL CHANGE
127200-APCA	03/31/04	EXXONMOBIL FLEET/RECC	\$357.77	\$224.20 \$133.57	CO S-#3699357285/02-16-04/FUEL CO S-#3699357285/03-16-04/FUEL
127201-APCA	03/31/04	FAITH COMMUNICATION	\$264.25	\$264.25	CO S-#03426/SURGE SUPPRESSOR, RADIO REPAIR
127202-APCA	03/31/04	FAMILY CONCEPTS, LTD	\$294.52	\$294.52	CO S-#1029R-2/BOOKS(148)
127203-APCA	03/31/04	FP MAILING SOLUTIONS	\$313.07	\$76.50 \$41.00 \$33.00 \$76.50 \$86.07	D CLK-#500026451/01/29/04 BILLING JP#1-#500026456/03/16/04 BILLING CO CLK-#500026453/03/15/04 BILLING D CLK-#500026451/03/16/04 BILLING CO TAX-#500026450/03/16/04 BILLING
127204-APCA	03/31/04	GATEWAY BUSINESS	\$8,089.95	\$2,199.82 \$373.16 \$899.97 \$4,617.00	COMPUTER-#17675007/COMPUTER, LABOR J P TECH-#17675007/PANEL DISPLAY, CARRYING CASE JP TECH-#17675007/MONITOR JP TECH-#17675007/COMPUTERS
127205-APCA	03/31/04	GEORGE P BANE INC	\$271.39	\$271.39	R&B-#9193B/SPACERS(4), 7 BDM KNIFES
127206-APCA	03/31/04	GILMER CABLE TV CO, INC.	\$432.80	\$421.00 \$11.80	NON. DEPT-#15446/03/24/04 BILLING COMPUTER-#19305/03/24/04 BILLING
127207-APCA	03/31/04	GILMER DISCOUNT TIRE	\$625.01	\$606.75 \$20.00 \$198.25	DA-SHOCKS(4), TIE ROD ENDS(2), IDLER ARM, BELT, ALIGNMENT, LABOR CO S-UNIT#1208 MT & BAL 2 TIRES CO S-UNIT#2217/4 MT. LBALANCE, ALIGN. BALL JOINT, LABOR
127208-APCA	03/31/04	GILMER DRUG	\$275.00	\$275.00	DA-LAREN BULLARD/HOT CK PROSTITUTION
127209-APCA	03/31/04	GILMER DRUG COMPANY	\$8.09	\$8.09	CO S-SHIPMENT TO AUSTIN
127210-APCA	03/31/04	SCODE IROS A/C & HEATING	\$48.00	\$48.00	CO BLDG-CHECKED UNIT#18
127211-APCA	03/31/04	GOODMAN S WFECKER	\$100.00	\$100.00	CO S-WRECKER SERV/DOJGE FAM(342YD1)
127212-APCA	03/31/04	GRAY'S WHOLESALE DISTRIBUTOR	\$670.56	\$671.40 \$167.64 \$168.48	CO S-#21020100/TIRES(16) CO S-FIREHAWK FV41 TIRES(4), P.U CO S-#22971/RETURNED 4 TIRES

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THE SOFTWARE PRO. P. INC

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Check #	Ch Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
127215-APCA	03/31/04	GREATAMERICA LEASING CORP	\$483.75	\$483.75	NON DEPT-#0134764/03/16/04 BILLING
127214-APCA	03/31/04	GREGG COUNTY TREASURY	\$2,650.00	\$2,450.00	JUV PROB-CONTRACT DETENTION, 03/08/04 BILLING
				\$200.00	JUV PROB-SECURE DETENTION 03-08-04 BILLING
127216-APCA	03/31/04	H & H BUILDERS SUPPLY	\$14.98	\$14.98	SUP-#4177, POWER OUTLET, EXT CORD
127215-APCA	03/31/04	H&D HARDWARE & AUTOMOTIVE IN	\$207.93	\$21.60	911-PENNZOIL(12)
				\$12.28	P&B-GRINDER DISK, MASTER LINKS
				\$5.10	CO BLDG-PENNZOIL(3)
				\$28.89	R&B-OILSEAL, FUEL TREATMENT, BRAKE FLUID
				\$38.40	COMPUTER-CHAIN(12), CORD, OUTLET&STRIP(2), QUICK LINK(4)
				\$39.23	CO BLDG-TEF TAPE(3), ELECT TAPE(2), M TAPE/DUCT TAPE, SPRAYER(2)
				\$10.96	CO BLDG-SHOP TOWELS(2), SUPER LUBE(2)
				\$4.04	CO BLDG-FLAT BAR
				\$17.43	R&B-WATER HOSE, AIR FILTER
				\$30.00	RLB-200 EAR PLUGS
127217-APCA	03/31/04	HANDY MART DIANA	\$270.00	\$270.00	DA-ANDRE COOKSIE/HOT CK RESTITUTION
127218-APCA	03/31/04	HART INTERCIVIC, INC	\$425.00	\$246.90	ELECTIONS-#20349/BALLOT BOXES, FREIGHT
				\$64.24	CO CLK-APP FOR MARRIAGE LICENSES(100)
				\$113.86	ELECTIONS-#14769/VOTING STATIONS, SHIPPING
127219-APCA	03/31/04	HENDERSON'S AUTO SUPPLY	\$6.26	\$6.26	CCP-#3909/FEB 29'04 BILLING
127220-APCA	03/31/04	HERITAGE BUSINESS MACHINES	\$119.00	\$119.00	JUV PROB-#003505/LABOR ON FAX MACHINE(1 HR)
127221-APCA	03/31/04	J.A. SEXAUER	\$87.25	\$7.75	CO BLDG-#340701/RUN CAPICATOR
				\$39.55	CO BLDG-#340701/PLUMBING SUPPLIES
				\$39.95	CO BLDG-#340701/DUPLEX RECEIPT (3)
127222-APCA	03/31/04	JIMMY STEGALL	\$4,500.00	\$4,500.00	R&B-HAULING/PCT#3&4 BARN
127223-APCA	03/31/04	JOHNNY'S CUSTOM HATTERS	\$40.00	\$40.00	CONST#4-HAT
127224-APCA	03/31/04	JR'S OF DIANA	\$105.00	\$40.00	DA-SEPALD BUGLIONE/HOT CK RESTITUTION
				\$65.00	DA-AMANDA NOLLEY/HOT CK RESTITUTION
127225-APCA	03/31/04	KAVOUSSI & ASSOCIATES	\$899.00	\$899.00	CO TAX-TNT2004 TRUTH-IN TAXATION
127226-APCA	03/31/04	KILGOPE COLLEGE	\$20.00	\$20.00	CO JAIL-JUSTIN DAVIDSON/TUITION 03/03-04/04
127227-APCA	03/31/04	KIM BASINGER, R N , S A N A E ,	\$400.00	\$200.00	CO S-SEX ASSAULT EXAM/3/17/04
				\$200.00	CO S-SEX ASSAULT EXAM /3/22/04
127228-APCA	03/31/04	KIRBY RESTAURANT SUPPLY	\$1,235.05	\$521.95	CO JAIL-#7009/JANITORIAL SUPPLIES
				\$301.15	CO JAIL-#7009/3WAY WATER VALVE

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
127227-APCA	03/31/04	L&S ADMINISTRATIVE CONSULTAN	\$5,218.00	\$5,218.00	JUV. PROB-IV-E CONTRACT/2ND QTR FY-2004
127230-APCA	03/31/04	LAFINCA FOODS	\$47.70	\$47.70	DA-JAMES R MARSHALL/HOT CK RESTITUTION
127231-APCA	03/31/04	LANE WILLIAMS AUTO CENTER	\$644.50	\$644.50	CO BLDG-COMPRESSOR, DRYER, DRFCIE TUBE, THERM, ORING, AC OIL, AC FLUSH, FREON, LABOR
127232-APCA	03/31/04	LAUREN PARISH	\$400.00	\$400.00	MARCH'04 JUVENILE PROBATION BOARD
127233-APCA	03/31/04	LAWRENCE MARSHALL CHEV	\$19,869.00	\$19,869.00	CO. S-2004 FORD CROWN VIC S#2FAPP71W14X142078
127234-APCA	03/31/04	LINESARGER HEARD GOGGAN BLAI	\$6,870.47	\$6,870.47	CO TAX-JAN'04 DELINQUENT TAX ATTY FEES
127235-APCA	03/31/04	LISA R MONEY,	\$60.00	\$60.00	MARCH'04 JP#1 BLDG CLEANING
127236-APCA	03/31/04	LISA TEFTELLER	\$220.00	\$80.00 \$140.00	CO AUD-WORK/03/22/04 R&B-CLERICAL WORK-3/17-3/19/04
127237-APCA	03/31/04	LORA HAMMOND	\$316.24	\$316.24	JP#3-REIMB.555mi@.315.lodging.meals
127238-APCA	03/31/04	LYLE POTTER, JP#2	\$109.25	\$109.25	D A-DEBORAH ANN DAVIS/#HC03-241J2 HOT CK. RESTITUTION
127239-APCA	03/31/04	MATTHEW BENDER & CO INC	\$1,918.60	\$64.80 \$1,789.00 \$64.80	LAW LIB-#1894311001/US SUP CT RPT LED2D V152.SHIPPING LAW LIB-#1100062064/-02/04-01/05 SERVICE LAW LIB-#1894311001/US SUP
127240-APCA	03/31/04	MEDICAL WHOLESALE INC	\$2,773.37	\$292.40 \$182.60 \$66.09 \$11.54 \$384.17 \$171.00 \$58.15 \$157.04 \$137.02 \$309.80 \$414.01 \$166.78 \$164.44 \$335.51 \$77.16cr	CO JAIL-#0003047/MED SUPPLIES CO JAIL-#0003047/MED SUPPLIES CO JAIL-#0003047/MED. SUPPLIES CO JAIL-#000347/ALCOHOL PREPS CO JAIL-#0003047/MED SUPPLIES CO JAIL-#0003047/ELITE STRIPS CO JAIL-#0003047/GLOVES, BAGS CO JAIL-#0003047/MED SUPPLIES CO JAIL-#0003047/MED SUPPLIES CO JAIL-#0047/LANCETS, STRIPS CO JAIL-#0003047/MED SUPPLIES CO JAIL-#0003047/MED SUPPLIES CO JAIL-#0047, MEDICAL SUPPLIES CO JAIL-#0047, MEDICAL SUPPLIES CO JAIL-#0003047, RETURNED MERCHANDISE
127241-APCA	03/31/04	MICHAEL L SMITHTAX-ASSESSOR	\$165.00	\$165.00	D A-L C DAVIS/HOT CK RESTITUTION
127242-APCA	03/31/04	MIKE LOYD	\$403.67	\$403.67	VA-REIMB 198mi@ 315/meals.lodging
127243-APCA	03/31/04	MARA HARRIS	\$104.00	\$104.00	CO. TREAS-PER DIEM/4days@#20 00ea(TPEAS SEMINAR@4M)

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127244-APCA	03/31/04	NADRA MURPHY	\$12.32	\$12.32	CO S-REIMB. MEAL/02-25-04
127245-APCA	03/31/04	NATIONAL COLLEGE OF DISTRICT	\$60.00	\$60.00	DA-COURSE MATERIALS/PROS DRUG CASES
127246-APCA	03/31/04	NATIONAL FAMILY CARE	\$1,030.00	\$1,030.00	#3152 PAYROLL DEDUCTIONS 03/31/04
127247-APCA	03/31/04	NORTHEAST TEXAS CHILD ADVOCA	\$5,000.00	\$5,000.00	CHILD ADVOCACY-2004 BUDGET ALLOCATION
127248-APCA	03/31/04	NORTRAX EQUIPMENT COMPANY SO	\$147.60	\$147.60	R&B-#10000657/SWITCH, SEAL, SHIPPING
127249-APCA	03/31/04	O D V INC.	\$121.25	\$121.25	CO S-TEST KITS/BUCCAL, METHAMPH/ECTASY
127250-APCA	03/31/04	OLMSTEED-KIRK PAPER CO	\$126.00	\$48.00 \$78.00	CO BLDGS-#32479/INSECTICIDE CO BLDG-#32475/2 CHAIR MATS
127251-APCA	03/31/04	DMNI AUSTIN HOTEL	\$276.00	\$276.00	CO AUD-CONF#1003177496/LDDGING 05/18-21/04(AUD INSTITUTE)
127252-APCA	03/31/04	OVERSTREET'S WRECKER SERVICE	\$190.00	\$100.00 \$25.00 \$65.00	CO S-WRECKER SERV/BURNED DODGE INTREPID CO S-WRECKER SERV/FORD-752585 CO S-INVESTIGATIVE CASE#04-00999/2000 DODGE RAM
127253-APCA	03/31/04	PAMELA LONG	\$51.75	\$51.75	CO AUD-REIMBURSE/LODGING 02/25/04(ED. EXPENSE)
127254-APCA	03/31/04	PATRICIA HARRISON	\$940.00	\$235.00 \$235.00 \$235.00 \$235.00	D CT-COURT REPORTING/03-10-04 D CT-COURT REPORTING/03-06-04 D CT-COURT REPORTING 3/18/04 D CT-COURT REPORTING 3/22/04
127255-APCA	03/31/04	PAUL BANNER	\$76.41	\$76.41	D. CI-VISTING JUDGE EXPENSE 03/08-10/04
127256-APCA	03/31/04	PAULA GENTRY	\$50.00	\$50.00	MARCH/04 JP#3 BLDG CLEANED
127257-APCA	03/31/04	PHILLIP M. HILL	\$6.90	\$6.90	CO S-REIMB MEAL FOR SCHOOL
127258-APCA	03/31/04	PHILLIPS PETROLEUM COMPANY	\$39.44	\$39.44	CO S-#1927630961/GASOLINE
127259-APCA	03/31/04	PITNEY BOWES INC	\$26.79	\$26.79	SUP-#19547281865/METER RENTAL, MAR 04-APRIL 03 04
127260-APCA	03/31/04	POSTMASTER	\$12.46	\$12.46	CO TAX-EXTRA POSTAGE/CONFIRMATION CARDS
127261-APCA	03/31/04	PPITCHETT COMMUNITY CENTER	\$50.00	\$50.00	ELECTION-BLDG RENT 01/20/04(SPECIAL ELECTION)
127262-APCA	03/31/04	PROFESSIONAL TECHNICAL ASSIS	\$131.00	\$131.00	CO S-2 ANTENNAS, REPAIR
127263-APCA	03/31/04	GUILLE CORPORATION	\$149.62	\$149.62	CO TAX-#857133/OFFICE SUPPLIES
127264-APCA	03/31/04	PEARSON PLUMBING	\$82.85	\$82.85	CO BLDG-REPAIR BROKEN PVC SPRINKLER LINE

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127265-APCA	03/31/04	RICK'S TIRE SERVICE	\$40.00	\$40.00	R&B-FLAT REPAIR
127266-APCA	03/31/04	RISD INC	\$9.36	\$9.36	NON DEPT-#03199S1/01/22-02/21/04
127267-APCA	03/31/04	ROBERT BENNETT & ASSOC	\$700.00	\$350.00 \$350.00	D CT-#13.503/FELONY PLEA D CT-#13.476/LATASHA L BROOKS
127268-APCA	03/31/04	ROBERT BENNETT & ASSOC	\$3,397.50	\$3,047.50 \$350.00	D CT-#12.604/COURTNEY SHAROD HOLLINS CO CT-#28,553/KENNETH W WALTON,02/27-03/11/04
127269-APCA	03/31/04	ROBERT CROMLEY	\$32.16	\$32.16	CO S-REIMBURSE GAS/02-18-04
127270-APCA	03/31/04	ROCHELLE WIGGINS	\$90.41	\$90.41	CO EXT-REIMB/287#10.315
127271-APCA	03/31/04	SANDRA EDWARDS	\$279.28	\$279.28	JUV PROB-REIMBURSE 540 8 MILES,MEALS/3/16-18/04
127272-APCA	03/31/04	SAV-ON OFFICE SUPPLY INC	\$717.72	\$61.97 \$141.02 \$46.97 \$143.88 \$59.94 \$139.99 \$73.97 \$49.98	CO S-#116565/STORAGE BOXES(3) CO S-#116565/CART(2),CLIPS(5),STAPLES(6),NOTE S,PAPER(2),PAPKER(4),NEATBOOK(4) ELECT-#118917/NAME BADGE,COPY BOND,CLASP ENVELOPES CO JAIL-#116565/PRINTER RIBBONS DA-STORAGE BOXES(6) CO JAIL-#116565/CART LASER SUP-#117775/DISK,PAPER,INK JET CART DA-COPY PAPER(2)
127273-APCA	03/31/04	SCHWAAB INC	\$232.55	\$232.55	D CLK-#54835E/7 EMBOSSEER DESK MOUNTS
127274-APCA	03/31/04	SCOTT'S CUSTOM TINT&TRUCK	\$620.00	\$310.00 \$310.00	CO S-BLUE DODGE CO S-SILVER DODGE
127275-APCA	03/31/04	SCOTT-MERRIMAN INC	\$2,195.00	\$850.00 \$1,345.00	D CLK-STATIONARY FORMS CO CLK-#0901/JURY SUMMONS, SHIPPING
127276-APCA	03/31/04	SHELL OIL COMPANY	\$198.10	\$101.69 \$96.41	CO S-#092821228/02/10/04 BILLING CO S-#092821228/03/12/04 BILLING
127277-APCA	03/31/04	SMITH COUNTY PUBLIC	\$59.22	\$59.22	CO IND-FAYE NORMAN/02-24-04
127278-APCA	03/31/04	SOLUTIONS 2000 INC	\$190.00	\$190.00	SUP-ROYCE L HUDGINS/TRAINING 03/09-10/04
127279-APCA	03/31/04	SOUTHFOK HOTEL PLAND	\$256.80	\$256.80	DA-CONF #14904/CON JETER
127280-APCA	03/31/04	STEVEN MURPHY MD	\$55.00	\$55.00	DA-MARGARET JOHNSON/HDT CK.RESTITUTION
127281-APCA	03/31/04	BUSAN WALTON	\$21.59	\$21.59	ELECTIONS-VHS TAPES/ELECTION SCHOOL
127282-APCA	03/31/04	SW MENTAL HEALTH TESTING	\$75.00	\$75.00	CO S-STEPHEN RICHARDSON/MENT HEALTH EXAM

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 Disbursements Made from 03/31/04 thru 04/14/04

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
127283-APCA	03/31/04	TAC PROPERTY&CASUALTY	\$1,629 00	\$1,629 00	NON DEPT-#2079&B0,3158&59(2)2004 CROWN VIG&DODGE RAMS
127284-APCA	03/31/04	TELETOUCH CORPORATION	\$302 31	\$302 31	CO S-#3052303/03-C1-04 PAGER SERV.
127285-APCA	03/31/04	TEXAS ANNING & CANVAS INC	\$27 50	\$27 50	CO BLDG-FLAG REPAIR
127285-APCA	03/31/04	TEXAS DEPARTMENT OF HEALTH	\$84 18	\$84 18	CO CLK-MJ TRANSACTIONS-02/01-02/29/04
127287-APCA	03/31/04	THE CIMA COMPANIES INC	\$245 00	\$119 00	JP#4-TXGILM5 CRASVP ACC RENEWAL, 07/01/04-07 01/05
				\$126 00	JUV PROB-TXGILM5, 07/01/04-07/01/05 CRASVP RENEWAL
127288-APCA	03/31/04	THE EARTH&PAINS COMPANY	\$270 00	\$180 00	CO JAIL-#09008071/BREAD
				\$90 00	CO JAIL-#09008071/BREAD
127289-APCA	03/31/04	THE GILMER MIRROR	\$259 45	\$70 40	CO S-#225098/PRINTING-NOTX
				\$53 50	CO S-#245075/SCRATCH PADS
				\$20 00	CO S-#245075/FORMS
				\$86 25	DA-#246050/ADVERTISING
				\$29 30	CO JAIL-#245075/LOCATOR CARDS
127290-APCA	03/31/04	THE UNIVERSITY OF TEXAS AT A	\$225 00	\$225 00	CO AUD-RESIST/PAM LONG, AUDITOR(AUDITORS INSTITUTE)
127291-APCA	03/31/04	TRIUMPH	\$212 00	\$212 00	R&B-#151591/3/19/04 BILLING
127292-APCA	03/31/04	TYLER RADIOLOGY	\$58 32	\$16 56	CO JAIL-FLOYD STONE/2/11/04 MEDICAL
				\$41 76	CO JAIL-FLOYD STONE/2/06/04 MEDICAL
127293-APCA	03/31/04	U S FOOD SERVICE	\$2,312 66	\$2,312 66	CO JAIL-#9358655/ASSORTED FOODS
127294-APCA	03/31/04	UNITED ENVIRONMENTAL CHEMICI	\$359 80	\$359 80	CO BLDG-WEED KILLER
127295-APCA	03/31/04	UPSHUR COUNTY DISTRICT CLERK	\$73 09	\$73 09	ESCHEATED FUNDS TO BE DISBURSED TO TAX ASSESSOR
127295-APCA	03/31/04	UPSHUR COUNTY JUVENILE PROB	\$481 56	\$28 55	JUV PROB-ALLTEL#9M00626/03-09-04 BILLING
				\$65 25	JUV PROB-S
				\$368 00	BANK#4803492000276752, 02/06-03/08/04 JUV PROB-US
				\$19 76	BANK#4833492000297337, 02/06-03/08/04 JUV PROB-S
					BANK#4803492000276752, 02/06-03/08/04 ACTIVITY
127297-APCA	03/31/04	UPSHUR-PURAL ELECTRIC COOP	\$254 36	\$141 14	R13-#1676004/03-15-04 BILLING
				\$38 72	R15-#4956-0018002/3/19/04 BILLING
				\$74 50	R15-#49674-001/03-25-04

Approved Disbursements

Checking Account(s): APCA FNB, INS FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 03/31/04 thru 04/14/04

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$19.03	R&B-#105229289153973701/03-04-04 BILLING
				\$227.68	JP#3-#84482540-010828/3/10/04 BILLING
				\$150.23	TELE COMM-FDO-0096, 03/16-04/16/04
				\$3.91	TELE COMM-#8434000 930908/03/19/04 BILLING
127299-APCA	03/31/04	VIRGIN MOBIL USA	\$15.00	\$15.00	CD S-#8106/REQUEST FOR SUBPOENA COMPLIANCE
127300-APCA	03/31/04	W W GRAINGER INC	\$49.50	\$49.50	R&B-#863431854/RIGHT TO KNOW
127301-APCA	03/31/04	WAL-MART #146	\$413.65	\$101.46	DA-MARGARET JOHNSON/HOT CK RESTITUTION
				\$50.92	DA-JOYCE PEOPLES/HOT CK RESTITUTION
				\$45.00	DA-KAREN CATRON/HOT CK RESTITUTION
				\$50.70	DA-ANTHONY MILLER/HOT CK RESTITUTION
				\$165.57	DA-LORELEI TANTON/HOT CK RESTITUTION
127302-APCA	03/31/04	WALMART COMMUNITY	\$158.25	\$158.25	CD CLK-#6032202001114553/03-16-04 BILLING
127303-APCA	03/31/04	WALMART COMMUNITY	\$17.77	\$17.77	CD JAIL-#6032202010092618/02-23-04
127304-APCA	03/31/04	WALMART COMMUNITY	\$14.32	\$14.32	CD LIB-#6032202001118810/03-16-04 BILLING
127305-APCA	03/31/04	WALMART COMMUNITY	\$2,132.89	\$2,050.02	DPS-#6032202010092659 DIGITAL
				\$82.87	CAMERAS(6), 02-23-04 BILLING
					CD S-#6032202010092659/02-23-04 BILLING
127306-APCA	03/31/04	WAYDE DAVIS	\$14.91	\$14.91	CD S-REIMB MEAL, 03/08/09/04
127307-APCA	03/31/04	WAYNE ALLEN	\$70.00	\$70.00	JUV. PROB-REIMBURSE/200mi@.350ea 03/18/04
127308-APCA	03/31/04	WELLS FARGO FINANCIAL LEASIN	\$141.00	\$141.00	JUV PRDB-#0019003061001/-4/08-5/08/04
127309-APCA	03/31/04	WEST GROUP PAYMENT CENTER	\$2,593.09	\$844.88	LAW LIB-#1000261365, 01/01-01/31/04 INFO CHGS
				\$768.13	DA-#1000261365, 01/01-01/31/04 INFO CHGS
				\$138.18	DA-#1000261365/02-20-04 BILLING
				\$275.00	D CT-#1000109099, 01/30-02/29/04 BILLING
				\$339.50	LAW LIB-#1000261365, 01/30-02/29/04 BILLING
				\$227.40	D. A-#1000261365/-02/01-2/29/04 BILLING
127310-APCA	03/31/04	WILLIAMS ELECTRONICS	\$955.00	\$315.00	CD S-CAGE(4), MOBILE
				\$240.00	VISION/ST. WIND BUTTON/GLUE/CONN. LABOR
				\$400.00	CD S-UNINSTALL
					CONTROLS, SPEAKER, SIREN/RECONNECT HEADLIGHTS
					CD S-UNIT 2244/GLUE, CONN(3), SEAT
					ADAPTOR RADIO INSTALL(2)/INSTALL
					LIGHTSAR, CONT, SIREN, SPEAKER, RADIO, FLASHER, CHG
					R, CAGE CAMERA
127311-APCA	03/31/04	WINNYS AUTO & TRUCK REPAIR	\$628.02	\$214.55	CD S-IDLE MOTOR, BATTERY/LADOR
				\$115.42	CD S-BRAKE PADS, LADOR/UNIT 2222
				\$196.50	CD S-POWER STEER PUMP, FLUID/LADOR
				\$43.50	CD S-HEAD LAMP LADOR, M27, M3

VOL 144 PG 1032

VOL 46 PG 633

UPSR-OR COUP-7

ACCOUNTS PAYABLE SYSTEM

14 Apr 2004

Approved Disbursements

THE SOFTWARE GROUP, INC

Checking Account(s): APCA FNB.INS FNB.125  
 Disbursements Made from 03/31/04 thru 04/14/04

PAGE 13

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$57 65	CO. S-PULLEY/LABOR
127312-APCA	03/31/04	CARD SERVICE CENTER	\$218 57	\$218 57	SUP-#4707123168100525/MAR 10'04 BILLING
127313-APCA	03/31/04	CNA SURETY	\$100 00	\$100 00	SUP-#063101675574/MAR 12'04 BILLING
127314-APCA	03/31/04	CRYSTAL JOHNSON M.S.	\$325 00	\$325 00	SUP-COUNSELING SERV/MAR 10'04 BILLING
127315-APCA	03/31/04	POSTAL PRIVILEGE	\$232 71	\$232 71	SUP-#19547281855/MAR 17'04 BILLING/POSTAGE
127316-APCA	03/31/04	GULL CORPORATION	\$116 90	\$116 90	SUP-INV#S 7357672,7396318/#000049034 REFILLS,CLOSURE RIBBONS
127317-APCA	03/31/04	SAM HOUSTON STATE UNIVERSITY	\$250 00	\$250 00	SUP-TRAINING/JOHN SPIVEY/03-23-04
127318-APCA	03/31/04	SAV-ON OFFICE SUPPLY INC	\$99 96	\$99 96	SUP-#117775/COPY PAPER
127319-APCA	03/31/04	SOUTHWESTERN BELL	\$356 10	\$356 10	SUP&ADULT-90366539091520/MAR 15'04 BILLING
127321-APCA	03/31/04	TEXAS WORKFORCE COMMISSION	\$125 00	\$125 00	SUP-#2902PER045/FEB 04 BILLING
127322-APCA	03/31/04	THE CIMA COMPANIES INC	\$1,745 00	\$1,745 00	CCP-#TXGILM2/RENEWAL 07/01/04-07/01/05
127323-APCA	03/31/04	THE MCKENZIE CLINIC, P A	\$80 00	\$80 00	SUP-#UP300000/J JONES PH.&TB
127324-APCA	03/31/04	WALMART COMMUNITY BRC	\$79 50	\$79 50	SUP&CCP-#6032202000371575/MAR 16'04 BILLING
127325-APCA	03/31/04	FIRST NATIONAL BANK GILMER	\$475,000 00	\$225,000 00	CD#35962 PURCHASED@1.54%(15days)TO MATURE 04/15/04
				\$250,000 00	CD#35963 PURCHASED@1.89%(183days)TO MATURE 09/30/04
127326-APCA	03/31/04	TAC UNEMPLOYMENT FUND	\$5,961 87	\$5,961 87	ENTITY#2300 1ST QTR PREMIUMS/QTR ENDING 03/31/04
127327-APCA	04/14/04	FIRST NATIONAL BANK GILMER	\$250,000 00	\$250,000 00	CD#35967 PURCHASED@1.62%(30days)TO MATURE 05/14/04
Total For APCA - Accounts Payable Clearing Account			\$1,035,979.49		

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

14 Apr 2004

Approved Disbursements

THE SOFTWARE GROUP, INC

Checking Account(s). APCA FNB. INS. FNB. 125  
Disbursements Made from 03/31/04 thru 04.14.04

PAGE 14

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1808-FNB.125	03/31/04	UPSHUR CO OPERATING ACCOUNT	\$1,138.46	\$1,138.46	03/31/04 125 PLAN CANCER/HEART STROKE PREMIUMS
1809-FNB.125	03/31/04	UPSHUR COUNTY INSURANCE ACCO	\$5,314.99	\$5,314.99	03/31/04 125 PLAN DEPENDENT INS. PREMIUMS
Total for FNB.125 - IRC/125 PLAN			\$6,453.45		

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VOL 106 PG 635

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

14 Apr 2004

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

Disbursements Made from 03/31/04 thru 04/14/04

THE SOFTWARE GROUP, INC

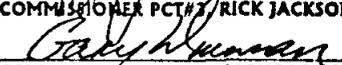
PAGE 15

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1370-FNB INS	03/31/04	EXPRESS SCRIPTS INC	\$6,039.88	\$6,039.88	PCY.03/15/04 REGISTER
1371-FNB INS	03/31/04	HEALTHFIRST TPA	\$44,623.81	\$44,626.81	#UPS01 MONTHLY COSTS 04/04 03/31/04 125 PLAN ADMIN FEES
1372-FNB INS	03/31/04	UPSHUR COUNTY INSURANCE CLEA	\$38,548.40	\$38,548.40	03/18/04 UP & UPDS REGISTER
1373-FNB INS	03/31/04	FIRST NATIONAL BANK	\$96,200.00	\$96,200.00	CD#35962(INS)PURCHASED@1 54%(15days)TD MATURE 04/15/04
Total for FNB INS - INSURANCE			\$185,472.09		
Grand Total			\$1,227,905.03		

224 records listed

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
04 APR 15 PM 1:52  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
DEPUTY

  
COUNTY JUDGE DEAN FOWLER  
  
COMMISSIONER PCT#1, JOE ORMS  
  
COMMISSIONER PCT#2, JOE E. FERGUSON

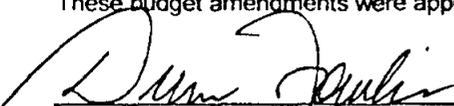
  
COMMISSIONER PCT#3, RICK JACKSON  
  
COMMISSIONER PCT#4, GARY DRENNAN

FY 2004 April 15th, 2004  
 FROM

LINE ITEM TRANSFER BUDGET AMENDMENTS  
 TO

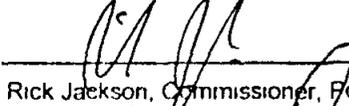
<b>County Clerk</b>		<b>Elections</b>	
10-403-1300	Salary Regular Employee \$ 5,960.00	10-490-1500	Election Worker \$ 5,960 00
<b>DA</b>		<b>DA</b>	
10-476-3420	Vehicle Repairs \$ 700 00	10-476-3200	Gasoline \$ 700 00
<b>Sheriff</b>		<b>Sheriff</b>	
10-560-5900	Light Bars, Sirens, etc \$ 1,500 00	10-560-3220	Oil, grease, lubricants \$ 1,500 00
<b>Library Services</b>		<b>Library Services</b>	
New revenue source		10-650-5475	Library Materials \$ 2,500 00
		10-380-0000	Grant \$ 2,500 00

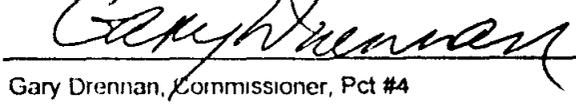
These budget amendments were approved on this the 15th day of April, 2004

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

  
 \_\_\_\_\_  
 Joe Orms, Commissioner, Pct #1

  
 \_\_\_\_\_  
 Joe Ferguson, Commissioner, Pct #2

  
 \_\_\_\_\_  
 Rick Jackson, Commissioner, Pct #3

  
 \_\_\_\_\_  
 Gary Drennan, Commissioner, Pct #4

**APPLICATION FOR FILLING ABANDONED WELL**

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

Re: Abandoned well owned by : Larry Sewell  
1361 FM 49  
Gilmer, TX 75644

On FM 49 Road.

GENTLEMEN:

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

Respectfully yours,

*Larry Sewell*  
\_\_\_\_\_

PRECINCT \_\_\_\_\_  
DATE: \_\_\_\_\_

APPROVED X REJECTED \_\_\_\_\_

*Dean Fowler*  
County Judge, Dean Fowler

*Joe Orms*  
Commissioner, Prec. #1, Joe Orms

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

*Rick Jackson*  
Commissioner, Prec. #3, Rick Jackson

*Gary Drennan*  
Commissioner, Prec. #4, Gary Drennan

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
04 APR 15 PM 1:51  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

VOL 66 PG 638

**APPLICATION FOR FILLING ABANDONED WELL**

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

Re. Abandoned well owned by Melinda Hinkle  
1671 Red Cedar Road  
Ven. Sandy, TX 75251

On Red Cedar Road

GENTLEMEN

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

Respectfully yours

*Melinda Hinkle*  
Melinda Hinkle  
904-876-5646

PRECINCT 1  
DATE 4-6-04

APPROVED  REJECTED

*[Signature]*  
County Judge, Elton Fowler  
*[Signature]*  
Commissioner, Prec. #1, Joe Orma  
*[Signature]*  
Commissioner, Prec. #2, Joe E. Ferguson  
*[Signature]*  
Commissioner, Prec. #3, Rick Jackson  
*[Signature]*  
Commissioner, Prec. #4, Gary Dorman

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
04 APR 15 PM 1:51  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

**APPLICATION FOR FILLING ABANDONED WELL**

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

Re: Abandoned well owned by : Joy Connery  
2354 Medlin Rd  
Gilmer, TX 75645  
903-759-1776  
On Medlin Road Road.

GENTLEMEN:

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

Respectfully yours,

[Signature]

BY \_\_\_\_\_  
UPSHUR COUNTY, TX.  
04 APR 15 PM 1:51  
DEPUTY

FILED  
ROBIN RODENBERG  
CLERK

PRECINCT \_\_\_\_\_  
DATE: \_\_\_\_\_

APPROVED

REJECTED \_\_\_\_\_

[Signature]  
County Judge, Dean Fowler

[Signature]  
Commissioner, Prec. #1, Joe Orms

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

[Signature]  
Commissioner, Prec. #3, Rick Jackson

[Signature]  
Commissioner, Prec. #4, Gary Drennan

Property off of: FM 2796  
Mailing Address: 6630 FM 2796  
Gilmer, Texas 75644  
Telephone No.: 903-762-6943

FILED  
ROBIN RODENBERG  
COUNTY CLERK

04 APR 15 PM 1:51

UPSHUR COUNTY, TX.

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

**LETTER AGREEMENT**

Date: March 24, 2004

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

Nancy Wilkinson  
Nancy Wilkinson

UPSHUR COUNTY

By [Signature]  
Its County Judge

Property off of: Sweet Gum Road  
Mailing Address: 115 Kenshire  
Tyler, Texas 75706  
Telephone No.: 903-593-4326

FILED  
ROBIN RODENBERG  
COUNTY CLERK

04 APR 15 PM 1:51  
UPSHUR COUNTY, TX.

**LETTER AGREEMENT**

Date: March 23, 2004

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

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

**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

Michael Lily  
Michael Lily

UPSHUR COUNTY

By [Signature]  
Its County Judge

Property off of: FM 1650  
Mailing Address: 5743 FM 1650  
Gilmer, Texas 75645  
Telephone No.: 903-797-6176

FILED  
ROBIN RODENBERG  
COUNTY CLERK

04 APR 15 PM 1:51

UPSHUR COUNTY, TX.

**LETTER AGREEMENT**

Date: March 26, 2004

This Letter Agreement is made and entered into by and between Upshur County, Texas, <sup>BY</sup> ~~County~~ DEPUTY ("County") and Ruby Granville, 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

Ruby Granville  
Ruby Granville

UPSHUR COUNTY

By [Signature]  
Its County Judge

FILED  
ROBIN RODENBERG  
COUNTY CLERK

Property off of Russell McFadin  
Mailing Address: 6663 SWANWOOD TRL  
5.1 MCR TX 75645

04 APR 15 PM 1:50

Telephone No. 903-734-6577

UPSHUR COUNTY, TX.

**LETTER AGREEMENT**

BY \_\_\_\_\_ DEPUTY  
Date: 4-1-04, 2004

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  
Russell McFadin

UPSHUR COUNTY  
By [Signature]  
Its County Judge

FILED  
ROBIN RODENBERG  
COUNTY CLERK

04 APR 15 PM 1:51  
UPSHUR COUNTY, TX.

Property off of Drain Hill  
Mailing Address: 2481 Drain Hill  
Drives

Telephone No. 234 55-13  
Fax No. \_\_\_\_\_

BY \_\_\_\_\_ DEPUTY **LETTER AGREEMENT**

Date: 3-21, 2004

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Leamon Lively, 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.
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 agrees to indemnify and hold County harmless from contents of the dredged material and from any and all 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

Leamon Lively

UPSHUR COUNTY

[Signature]  
BY ITS COUNTY JUDGE

FILED  
ROBIN RODENBERG  
COUNTY CLERK

04 APR 15 PM 1:51  
UPSHUR COUNTY, TX.

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

Date: 3-31-04, 2004

VOL 666 PG 645  
Property off of Floyd SAYLOR  
Mailing Address: 6548 Nichols  
GILMER, TX 75645

Telephone No. 903 734 4229  
Fax No. \_\_\_\_\_

**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 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.
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 agrees to indemnify and hold County harmless from contents of the dredged material and from any and all 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

Property off of: Turtle Road  
Mailing Address: 4793 Turtle Road  
Pittsburg, Texas 75686  
Telephone No.: 903-790-5738  
903-856-2535

FILED  
ROBIN RODENBERG  
COUNTY CLERK

04 APR 15 PM 1:51

UPSHUR COUNTY, TX.

Date: March 30, 2004

**LETTER AGREEMENT**

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

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

**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

Richard New  
Richard New

UPSHUR COUNTY

BY [Signature]  
Its County Judge

NOTICE OF PROPOSED INSTALLATION  
PIPE AND/OR UTILITY LINES

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

DATE: April 7, 2004

EXPIRES: July 7, 2004

Formal notice is hereby given that JDW Services, Inc.  
proposes to place a pipe line within the right-of-way of  
County Road Pomegranate as follows.

Install 3" schedule 80 heavy wall pipe at least  
8ft from bottom of road bed. Casing should not  
be necessary since our line will be at least  
8ft. or below. Drawings attached.

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

Construction of this line will begin on or after the 15th day of April, 2004.

Firm JDW SERVICES, INC.  
By Emory Vernon  
Title Operations Mgr.  
Address P. O. Drawer 1523  
Gladewater, TX 75647

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

VOL 66 PG 648

APPROVAL

TO JNW Services, Inc.  
P. O. Drawer 1523  
Gladewater, TX 75647

DATE \_\_\_\_\_

The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed pipe line as shown by accompanying drawings and notice dated April 7, 2004, except as noted below.

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

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

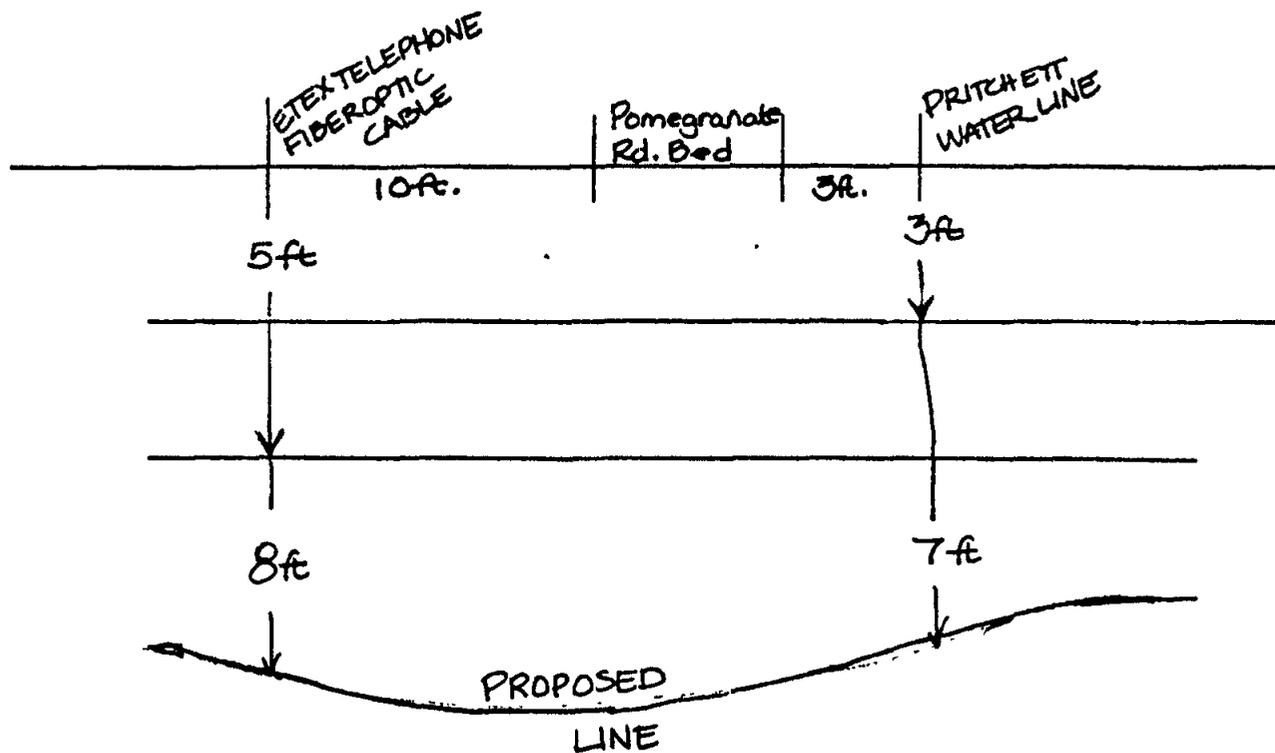
1. All ground lines are to be installed a minimum of 36 inches below the flowline of the adjacent drainage or borrow ditch
2. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way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

APPROVED [Signature]  
County Engineer

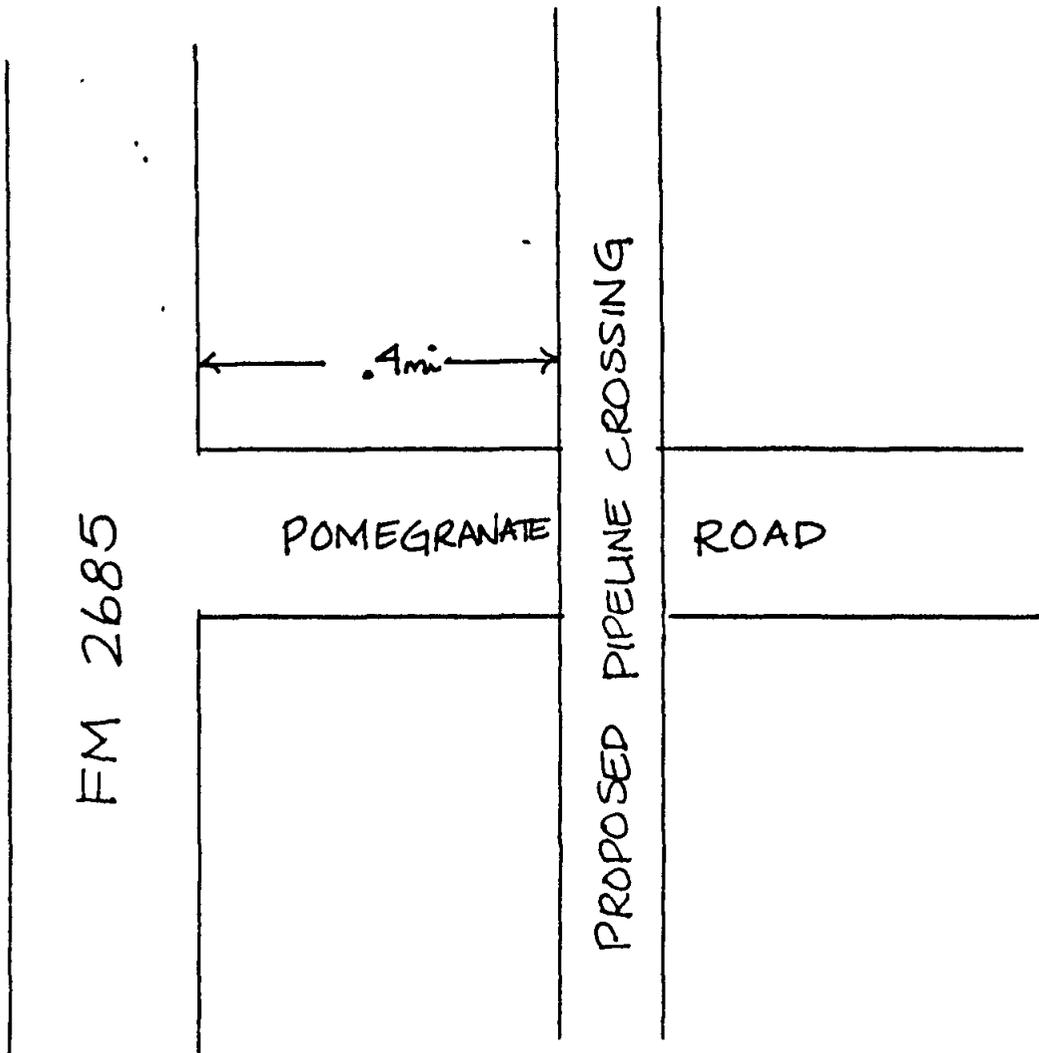
APPROVED [Signature]  
Chairperson, Upshur County Commissioners Court

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
04 APR 15 PM 1:55  
UPSHUR COUNTY, TX  
BY [Signature]  
DEPUTY

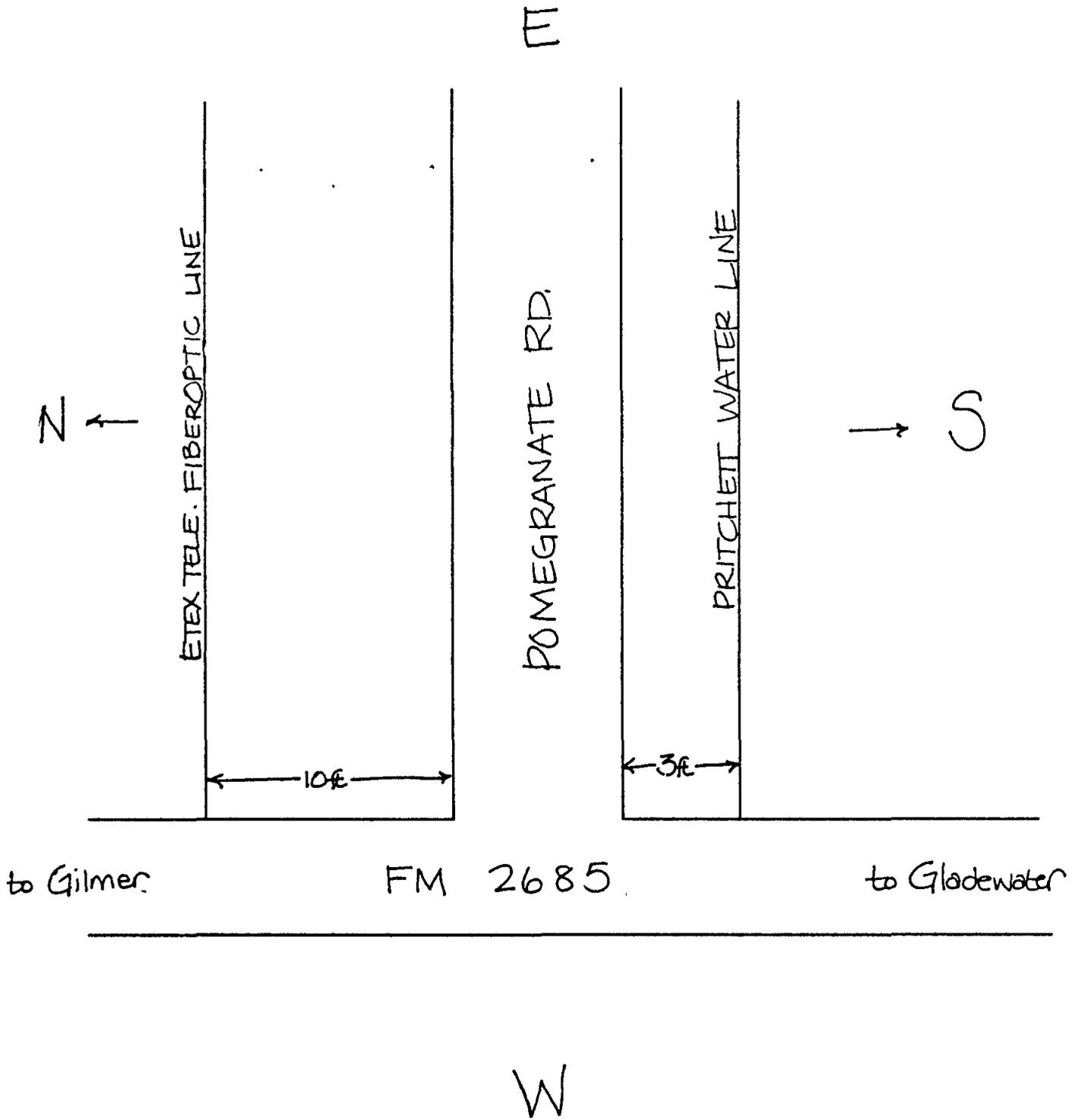
PROPOSED PIPELINE  
WITHIN THE RIGHT-OF-WAY OF  
POMEGRANATE ROAD, UPSHER CO., TX.



PROPOSED PIPELINE  
WITHIN THE RIGHT-OF-WAY OF  
POMEGRANATE ROAD, UPSHER CO., TX.



PROPOSED PIPELINE  
WITHIN THE RIGHT-OF-WAY OF  
POMEGRANATE ROAD, UPSHER CO., TX.





VANDUSEN TIMBER CO  
 By: [Signature]  
 First Party Signature  
 County Judge - Dean Fowler

4015 Valley Ranch Road  
 Street or Box  
 Commissioner, Prec. 1 - Joe Orms

Longview, TX 75602  
 City, State and Zip Code  
 Commissioner, Prec. 2 - Joe E Ferguson

903-236-7696  
 Telephone  
 Commissioner, Prec. 3 - Rick Jackson

[Signature]  
 Commissioner, Prec. 4 - Gary Drennan

4/15/04  
 Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED  
 ROBIN RODENBERG  
 COUNTY CLERK  
 04 APR 15 PM 1:51  
 UPSHUR COUNTY, TX.  
 BY \_\_\_\_\_  
 DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3

DATE March 22, 2004

Formal notice is hereby given that JoAnn Smith, whose principal address is 4587 Locust Road, Gilmer, Texas 75645, does hereby purpose to place a culvert within the ROW of County Road Locust. 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 31st day of March, 2003. I, JoAnn Smith, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: JoAnn Smith  
TELEPHONE: 903-734-4737

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 March 22, 2004, 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:

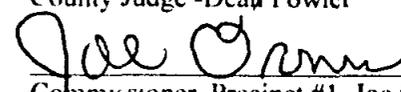
1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed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

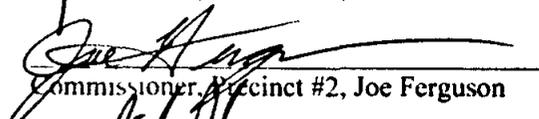
VOL 66 PG 657

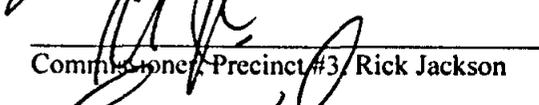
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right 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 15 DAY OF April, 2004.

  
 \_\_\_\_\_  
 County Judge -Dean Fowler

  
 \_\_\_\_\_  
 Commissioner, Precinct #1, Joe Orms

  
 \_\_\_\_\_  
 Commissioner, Precinct #2, Joe Ferguson

  
 \_\_\_\_\_  
 Commissioner, Precinct #3, Rick Jackson

  
 \_\_\_\_\_  
 Commissioner, Precinct #4, Gary Drennan

FILED  
 ROBIN RODEMBERG  
 COUNTY CLERK

04 APR 15 PM 1:51  
 UPSHUN COUNTY, TX.

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

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

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

PRECINCT NO.: 2                      DATE: March 31, 2004

Formal notice is hereby given that ERASMO LOPEZ, whose principal address is 2587 Patton Rd., Diana, TX75640, does hereby purpose to place a culvert within the ROW of County Road Patton. 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 April, 2004. I, Erasmo Lopez, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Erasmus Lopez  
TELEPHONE: 903-968-6709

**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 March 31, 2004, 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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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 15 DAY OF APRIL, 2004.

[Signature]  
County Judge - Dean Fowler

[Signature]  
Commissioner, Precinct #1, Joe Orms

[Signature]  
Commissioner, Precinct #2, Joe Ferguson

[Signature]  
Commissioner, Precinct #3, Rick Jackson

[Signature]  
Commissioner, Precinct #4, Gary Drennan

FILED  
ROBIN RODENBERG  
CLERK  
04 APR 15 PM 1:50  
UPSHUN COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

Please contact at home (968-3381) → culvert purchased at Holmes.  
Talk to Andy or Mo.

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

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

PRECINCT 2

DATE April 2, 2004

Formal notice is hereby given that J. Stephens, whose principal address is P.O. Box 1066, Pittsburg, Texas 75686, does hereby purpose to place a culvert within the ROW of County Road Poinsettia. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 2nd day of April, 2004. I, J. Stephens, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: J. Stephens  
TELEPHONE: 903-856-3824

**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 April 2, 2004, 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 666 PG 658

VOL 66 PG 659

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.

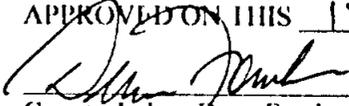
10. Where evidence is presented indicating the impracticability of boring or tunneling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible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

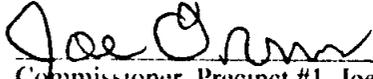
11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.

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.

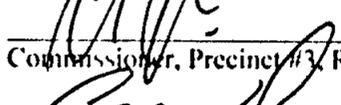
13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of inspection.

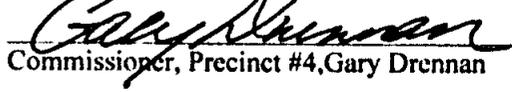
APPROVED ON THIS 15 DAY OF APRIL, 2004.

  
County Judge - Dean Fowler

  
Commissioner, Precinct #1, Joe Orms

  
Commissioner, Precinct #2, Joe Ferguson

  
Commissioner, Precinct #3, Rick Jackson

  
Commissioner, Precinct #4, Gary Drennan

FILED  
ROBIN RODEMBERG  
COUNTY CLERK  
04 APR 15 PM 1:50  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

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

**FILED**  
**ROBIN RODENBERG**  
**COUNTY CLERK**

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

**04 APR 15 PM 1:50**

UPSHUR COUNTY, TX.

PRECINCT NO.: 2 DATE: April 5, 2004

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

Formal notice is hereby given that <sup>A</sup>BOB FARRELL, whose principal address is 1111 Heather Lane, Longview, TX 75604, does hereby purpose to place a culvert within the ROW of County Road 1355 Snapdragon. 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 April, 2004. I, Bob Farrell, hereby attest that I have read the conditions set forth in this application and understand its contents

NAME: BOB FARRELL  
TELEPHONE: 903-738-7889

**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 April 5, 2004, 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

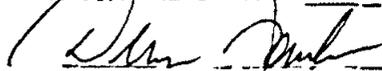
1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed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

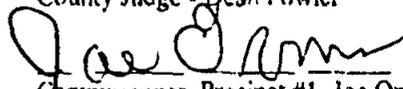
VOL 666 PG 660

VOL 66 PG 661

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.

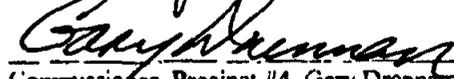
APPROVED ON THIS 15 DAY OF APRIL, 2004.

  
County Judge - Dean Fowler

  
Commissioner, Precinct #1, Joe Orms

  
Commissioner, Precinct #2, Joe Ferguson

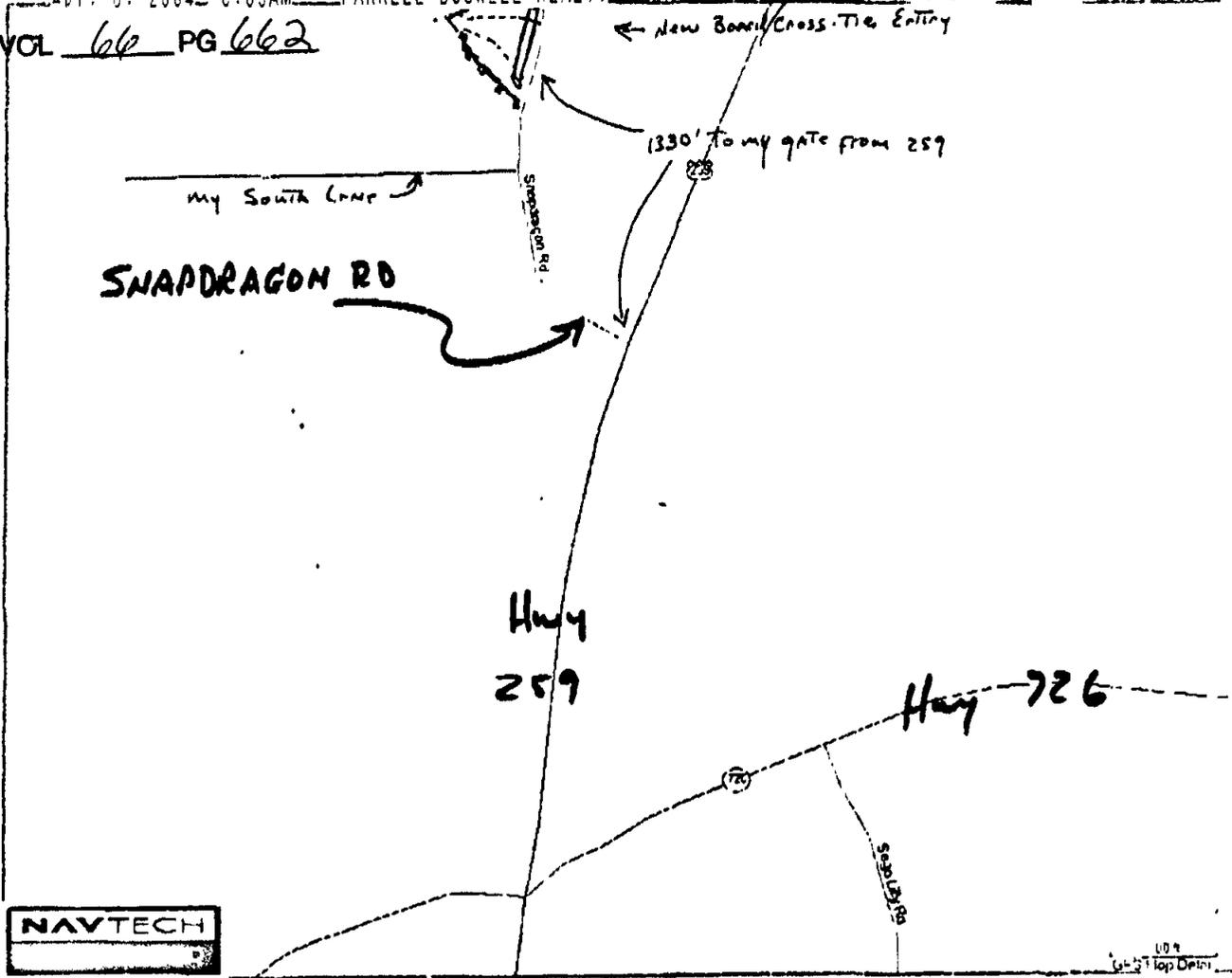
  
Commissioner, Precinct #3, Rick Jackson

  
Commissioner, Precinct #4, Gary Drennar

04 APR 15 PM 1:50  
UPSHOON COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

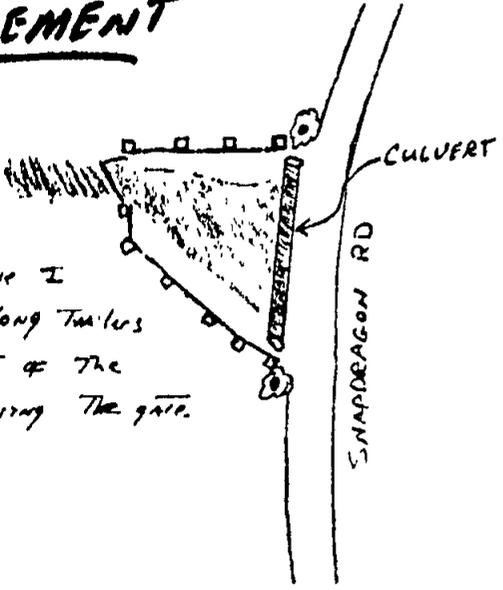
FILED  
ROBIN RODENBERG  
CLERK

VOL 66 PG 662



### ENLARGEMENT

\* I need a 45' culvert because I come into the property with long trailers + I need to be able to get out of the yard while opening and closing the gate.



PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
P O BOX 730  
GILMER TX 75644  
UPSHUR COUNTY

PRECINCT #1 DATE 3/31/04

Formal notice is hereby given that OneOK TX Energy Resources whose principal address is P O Box 1488, Gladewater TX 75647 does hereby propose to place a 4" Gas Pipeline within the ROW of County Road Kiefer Rd

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of April, 2001.

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

NAME. Tommy Fears

PHONE. 903-759-8019

FILED  
ROBIN RODEBERG  
CLERK  
04 APR 15 PM 1:50  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed \_\_\_\_\_ as shown by accompanying drawings and notice dated \_\_\_\_\_, 2004, except as noted below

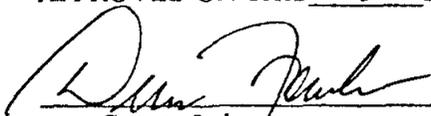
It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road, it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase,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

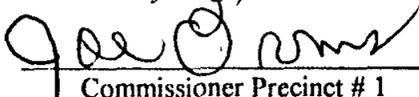
All work on the County right of way shall be performed in accordance with the Commissioners Court instructions The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this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

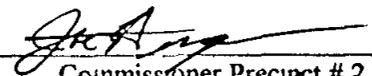
1. Barricades, warnings signs, lights and flagmen when necessary shall be provided by the contractor or owner One half of the traveled portion of the road must be open at all times
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed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

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

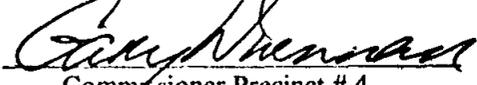
APPROVED ON THIS 15 DAY OF April, 2001

  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
Commissioner Precinct # 1

  
\_\_\_\_\_  
Commissioner Precinct # 2

  
\_\_\_\_\_  
Commissioner Precinct # 3

  
\_\_\_\_\_  
Commissioner Precinct # 4

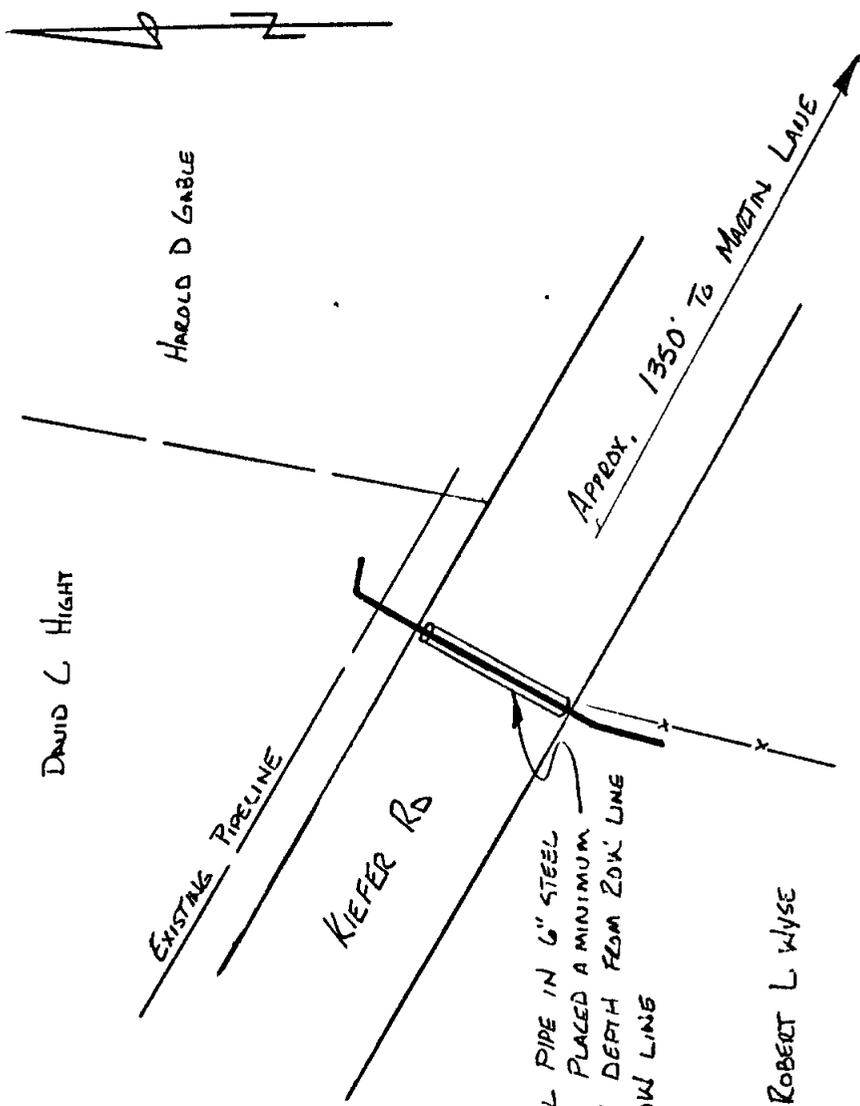
BY \_\_\_\_\_  
DEPUTY  
WFSHUN COUNTY, TX.  
04 APR 15 PM 1:50

FILED  
ROBIN RODENBERG  
COUNTY CLERK

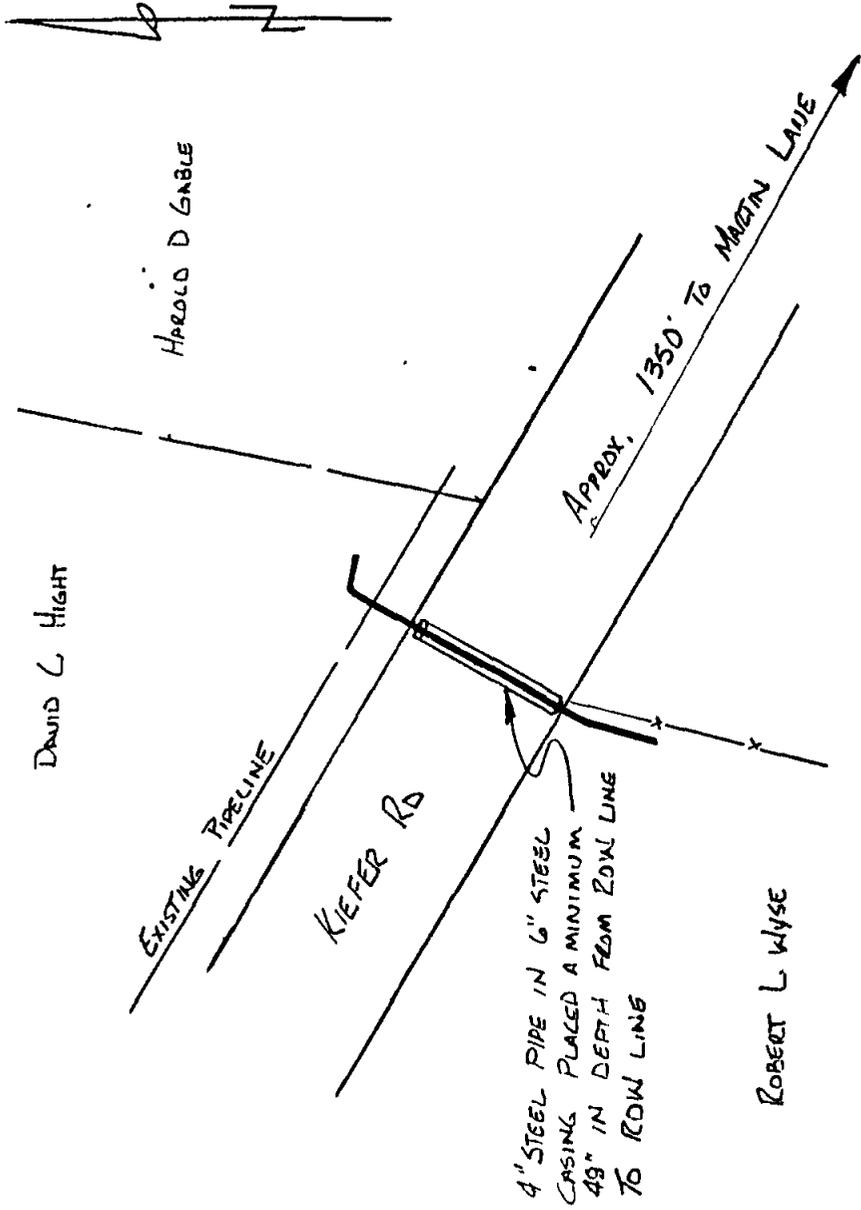
FILED  
ROBIN RODENBERG  
COUNTY CLERK

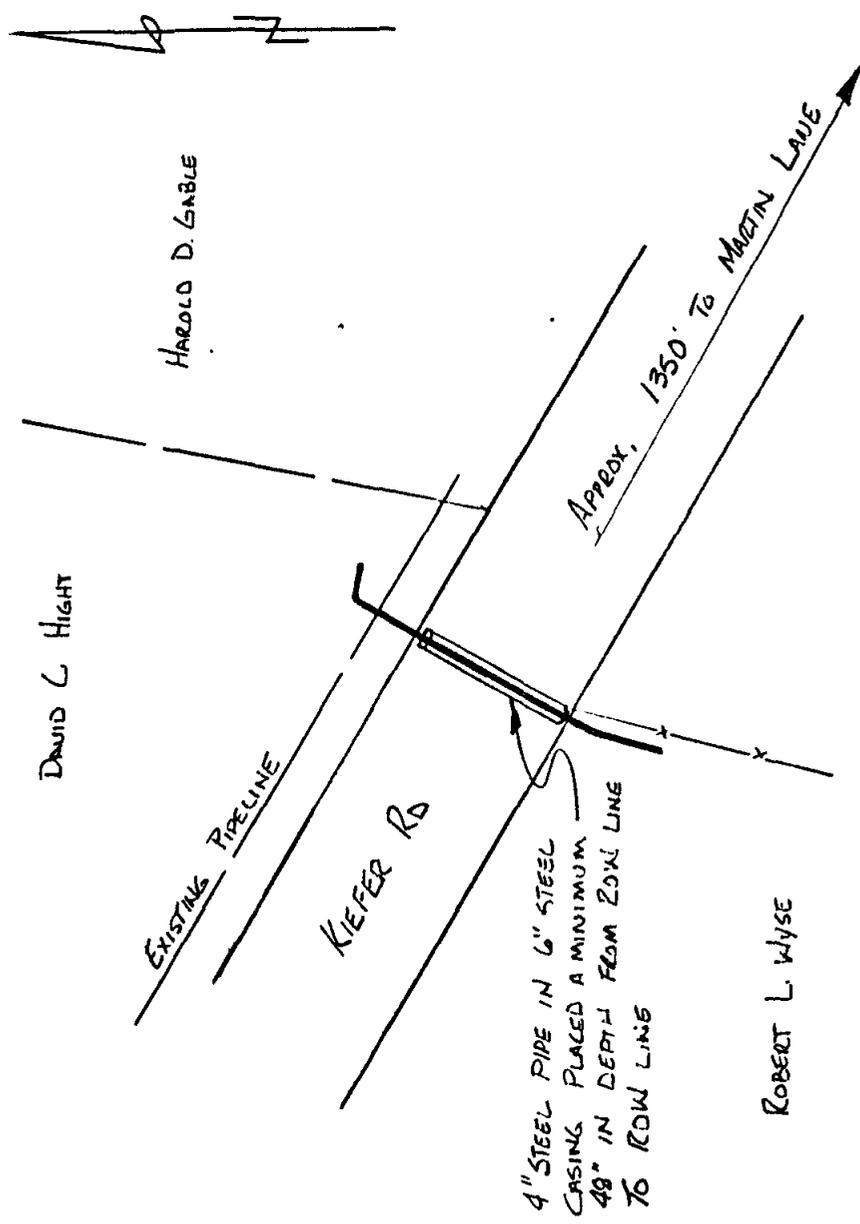
04 APR 15 PM 1:50  
UPSHUR COUNTY, TX.

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



ROBERT L. WYSE





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

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

PRECINCT NO 2 DATE April 5, 2004

Formal notice is hereby given that CHILDRESS CUSTOM HOMES, whose principal address is 130 N Shore Circle, Lone Star, TX 75668, does hereby purpose to place a culvert within the ROW of County Road 13332 Davidson Road, Diana, TX 75640. 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 April, 2004. Childress Custom Homes, hereby attests that it has read the conditions set forth in this application and understand its contents.

NAME: CHILDRESS CUSTOM HOMES

By: Keith Childress  
Keith Childress

TELEPHONE: 903-663-3820

**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 April 5, 2004, 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:

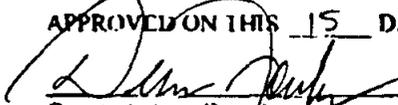
1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines where practicable, shall be located or cross roaded at approximately right angles. No lines are to be installed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

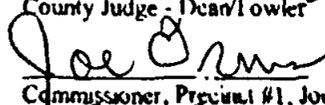
VOL 66 PG 668

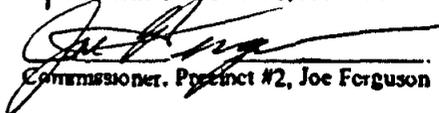
VOL 66 PG 669

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 15 DAY OF APRIL, 2004

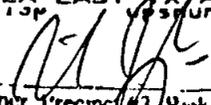
  
 County Judge - Dean Fowler

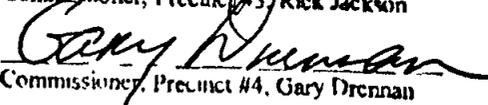
  
 Commissioner, Precinct #1, Joe Orms

  
 Commissioner, Precinct #2, Joe Ferguson



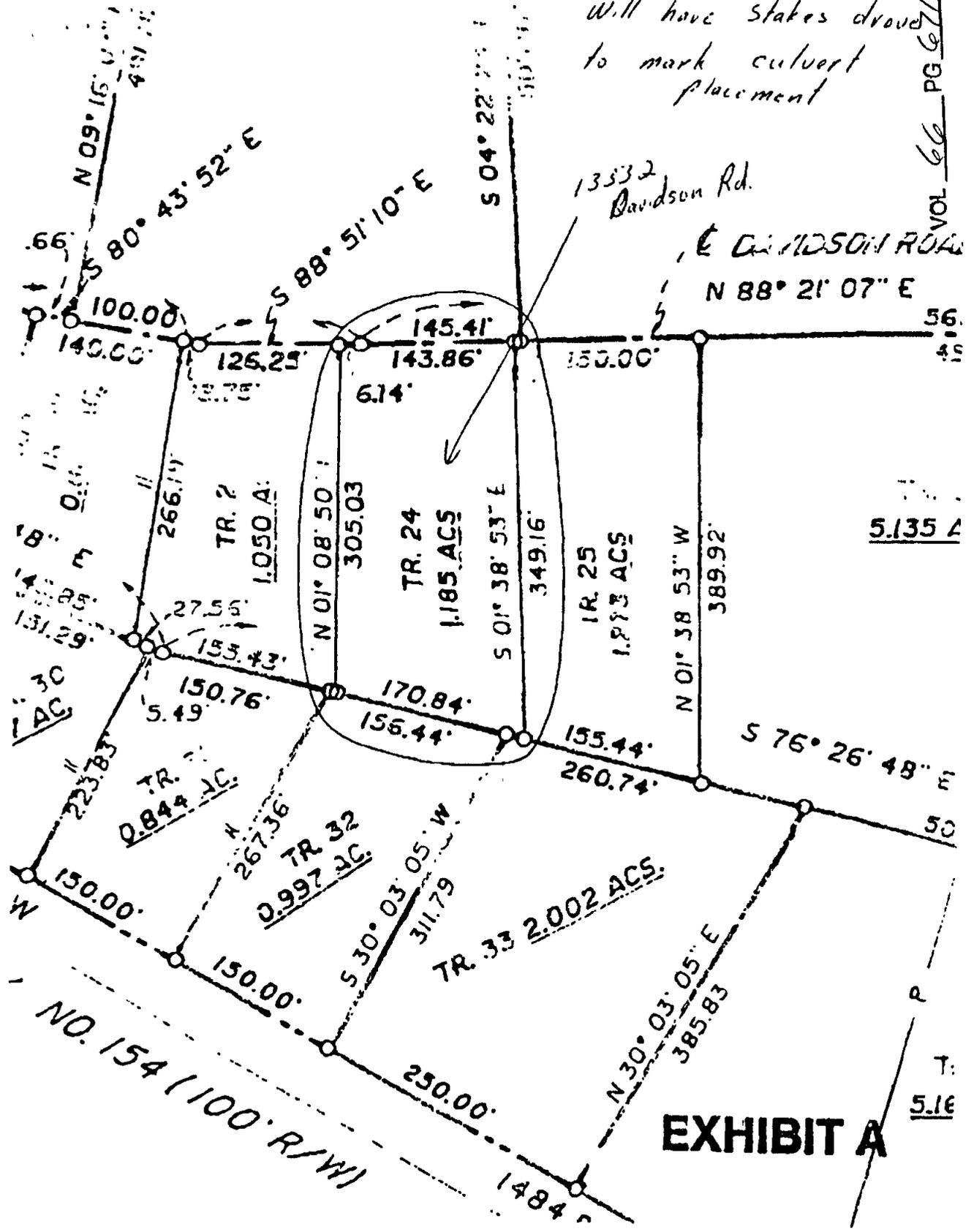
VOL 66 PG 670

  
Commissioner, Precinct #3, Rick Jackson

  
Commissioner, Precinct #4, Gary Drennan

FILED  
ROBIN RODEMBERG  
CITY CLERK  
04 APR 15 PM 1:51  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

Will have stakes drove  
to mark culvert  
placement

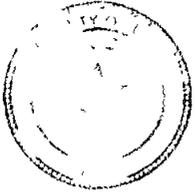


5.135 A

5.16

# EXHIBIT A

VOL 66 PG 677



Robin Rodenberg  
County Clerk  
(903) 680-8122 • ctyclerk@ctex.net

UPSHUR COUNTY  
P. O. BOX 730  
GILMER, TEXAS 75644

**BERNARD RAYMOND SMITH**  
3951 PIN OAK  
GILMER, TX 75645

**DEAR MR. SMITH,**

The Commissioner's Court has selected you to serve on the grievance Committee Board for the year 2004. Your name was randomly selected from the Grand Jury list of 2003. After you check the appropriate box below, please sign and return this letter in the self addressed stamped envelope as soon as possible. If you have any questions, please call me at the number above.

Sincerely

Robin Rodenberg, County Clerk  
Upshur County Court

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
DU APR 15 PM 1:52  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

I agree to serve on the Grievance Committee Board for 2004

I decline to serve on the Grievance Committee Board for 2004

Bernard R. Smith  
Signature

**Agreement for Tax Collection Services**

This Agreement is made between Linebarger, Goggan, Blair & Sampson, LLP (hereinafter referred to as the "Firm") and Upshur County, Texas (hereinafter referred to as the "Client").

**Article 1 – Nature of Relationship**

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided. The Client, in making this contract, is acting on behalf of itself and all other participating taxing units whose taxes are collected by the Client's tax collector and who have delegated to the Client the authority to act herein on their behalf.

**Article 2 – Scope of Services**

2.01 The Firm shall take reasonable and necessary actions to collect property taxes subject to this agreement and that are owed to the Client and to all the other participating taxing units, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

- (a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;
- (b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);
- (c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;
- (d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

- (e) On July 1 of the year in which the taxes become delinquent.

Article 3 - Compensation

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, the following amounts:

Fifteen (15%) percent of the amount of all taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, and owing to the Client and to the other participating taxing units, that are collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4 - Intellectual Property Rights

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5 - Costs

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6 - Term and Termination

6.01 This Agreement shall be effective on the 1<sup>st</sup> day of May, 2004\_ (the "Effective Date") and shall expire on the 30<sup>th</sup> day of April, 2007 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has

observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6 04 does not constitute any such waiver by the Firm.

#### Article 7 – Miscellaneous

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Arbitration.* Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7 04 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

IN CONSIDERATION OF THE TERMS AND COMPENSATION HEREIN STATED, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

UPSHUR COUNTY

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

By: [Signature]  
County Judge

By: [Signature]  
John R. Bolster, Partner

Date: 4/15/04

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
04 APR 15 PM 1:52  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

**Resolution**

*Whereas, The County of Upshur finds it in the best interest of the citizens of Upshur County, that the Juvenile Officer Program be operated for the 2003-04 year; and*

*Whereas, The County of Upshur has authorized the Honorable County Judge Dean Fowler to apply for, accept, reject, alter, or terminate the grant.*

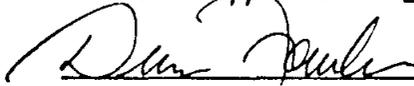
*Whereas, The County of Upshur has agreed to provide the minimum matching percentage for said project as required by the Criminal Justice Division grant application; and*

*Whereas, The County of Upshur has agreed that in the event of loss or misuse of the Criminal Justice Division funds, the Upshur County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.*

**NOW THEREFORE, BE IT RESOLVED** that the County of Upshur approves submission of the grant application for the Juvenile Officer Program to the Governor, Criminal Justice Division.

Signed by:

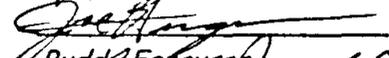
Passed and approved this \_\_\_ day of \_\_\_\_\_, 2004

  
\_\_\_\_\_

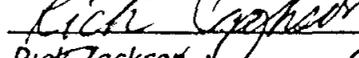
Honorable Dean Fowler County Judge

  
\_\_\_\_\_

Jpey Orms Commissioner Pct. 1

  
\_\_\_\_\_

Buddy Ferguson Commissioner Pct. 2

  
\_\_\_\_\_

Rick Jackson Commissioner Pct. 3

  
\_\_\_\_\_

Gary Drennon Commissioner Pct. 4

04 APR 15 PM 1:52  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

FILED  
ROBIN RODENBERG  
CLERK

FILED  
ROBIN RODENBERG  
COUNTY CLERK

04 APR 15 PM 1:51

UPSHUR COUNTY, TX.

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



STATE OF TEXAS  
OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION

RICK PERRY  
GOVERNOR

MEMORANDUM

TO AUTHORIZED OFFICIALS, CRIMINAL JUSTICE DIVISION (CJD) GRANTS  
FROM KEN C. NICOLAS, EXECUTIVE DIRECTOR  
SUBJECT CJD GRANT AWARD NOTIFICATION

I am pleased to inform you that your application for award has been approved. The enclosed letter from the Governor, Grant Acceptance Notice, Statement of Grant Award, and Approved Budget Summary contains information concerning a grant awarded to your agency by CJD. The financial officer and the project director designated in your grant application have been informed of the award by separate letter.

The original Grant Acceptance Notice enclosed must be signed by the three grant officials (Authorized Official, Financial Officer, Project Director) and returned to CJD within 45 days of the award date. The Governor's web-site at <http://www.governor.state.tx.us> offers a variety of useful links for CJD documents and resources needed to properly administer CJD grants such as

- > Texas Administrative Code (TAC)
- > Grant program descriptions and funding information
- > Useful links to federal and state agency web home pages
- > Relevant federal and state initiative sites
- > Office of Justice Programs (OJP) Financial Guide - applies to all CJD grants, except for Crime Stoppers Assistance Fund, Safe and Drug-Free Schools and Communities Fund, and the State Criminal Justice Planning Fund
- > Uniform Grant Management Standards (UGMS) - administrative guide, applies to all CJD grants
- > U S Department of Education General Administrative Regulations (EDGAR) - applies to Safe and Drug-Free Schools and Communities grants only
- > List of Regional Council of Governments

I look forward to working with you to ensure the success of your program. Your dedication is appreciated. Any questions relating to the administration of this grant should be directed to the appropriate area listed or your regional council of governments

- > CJD - Main Operator ..... 512/463-1919
- > Adult Criminal Justice, and Law Enforcement Projects ..... 512/463-7879
- > Crime Stoppers Assistance Projects ..... 512/463-1914
- > Victims of Crime and Violence Against Women Projects ..... 512/463-1884
- > Juvenile Justice and Youth Projects ..... 512/475-4832
- > Requests for Funds ..... 512/463-1940
- > Expenditure Reports ..... 512/463-1934



OFFICE OF THE GOVERNOR

RICK PERRY  
GOVERNOR

March 24, 2004

The Honorable Charles Still  
Upshur County  
Post Office Box 730  
Gilmer, Texas 75644

Dear Judge Still:

I am pleased to announce a grant award for \$20,383 to your organization for the following project:  
Community School & Summer Program Officer.

My Criminal Justice Division is working to ensure that communities throughout the state receive the resources to make Texas a safer place. CJD-funded programs promote help and healing for crime victims, provide safe places and positive role models for young Texans, enforce laws that protect citizens and expand training opportunities for Texas criminal justice professionals. Your project contributes to these efforts.

The attached Statement of Grant Award contains more specific information about your award. Please call my Criminal Justice Division at (512) 463-1919 if you have any questions. Thank you for your work and best wishes for a successful project.

Sincerely,

*Rick Perry*

Rick Perry  
Governor

RP.ken  
16242-02

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UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY



OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION  
STATEMENT OF GRANT AWARD

Grant Number: JA-03-J20-18242-02  
Grantee Name: Upshur County  
Project Title: Community School & Summer Program Officer  
Grant Period: 09/01/2003 - 08/31/2004  
Program Fund: JA-Juvenile Justice and Delinquency Prevention (JJDP) Act Fund

CJD Award:	\$20,383
Grantee Cash Match:	\$20,617
Grantee In-Kind Match:	\$0
Total Project Cost:	\$41,000

The Governor's Criminal Justice Division (CJD) has awarded the above-referenced grant. The approved budget is reflected in the attached Budget Summary. This grant is subject to and conditioned upon acceptance of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code. Applicable special conditions are cited below. By signing and submitting the Grantee Acceptance Notice to CJD, the grant officials accept the responsibility for the grant project and certify their agreement to the conditions of grant funding.

**Special Conditions and Requirements:**

Other Condition(s) of Funding

Please resubmit. According to the Texas Administrative Code, Section 3.2021 the resolution must contain "a designation of the title of an authorized official who is given the power to apply for, accept, reject, alter, or terminate a grant". Your current resolution designates the "Sheriff's Department" as the Authorized Official. A revised resolution is required, designating the County Judge as the Authorized Official.

**Required Attachments:**

Resolution

Please resubmit a signed and certified resolution.



# DESIGNATION OF GRANT OFFICIALS CHANGE FORM

OFFICE OF THE GOVERNOR  
 CRIMINAL JUSTICE DIVISION  
 P.O. BOX 12428  
 AUSTIN, TEXAS 78711  
 512-463-1919  
 FAX: 512-475-2440  
 WWW.GOVERNOR.STATE.TX.US

1 T.A.C. §3.2501

The Criminal Justice Division (CJD) requires that the grantee notify CJD in writing of any change in the designated project director, financial officer, or authorized official and shall include a sample signature of the new project director, financial officer, or authorized official, and any change in the grantee's mailing address, email address, fax number, or telephone number.

A. SELECT All that apply for these change(s)  Official Or  Address/Phone/Fax/E-Mail

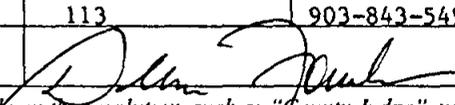
B. ENTER your organization's identifying information.

1 Provide the Grant Number(s) that these change(s) affect (example: 16000-02): ENTER the application or grant number(s) here 16242-02

2 Legal Name of the Organization: Upshur County

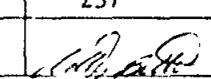
3 Effective Date of Change(s): 01/01/03

C. ENTER the change(s) for the Authorized Official:  Mr.  Ms.  Dr.  The Honorable

Authorized Official Name *	Position (example: Mayor)	Agency
Judge Dean Fowler	County Judge	Upshur County
Official Agency Mailing Address (City, State, Zip Code)	E-Mail Address	
P. O. Box 730, Gilmer, TX 75644		
Daytime Telephone Number	Extension	Fax Number
903-843-4003	113	903-843-5492
Signature of Authorized Official <input checked="" type="checkbox"/> 		

\* Note: [0] If you designate only a title on the resolution, such as "County Judge", you will not need to submit a new resolution if the authorized official changes. If you designate a person's name, you will need to submit a new resolution if the authorized official changes.

D. ENTER the change(s) for the Project Director:  Mr.  Ms.  Dr.  The Honorable

Project Director Name	Position (example: Coordinator)	Agency
Mr. Anthony Betterton	County Sheriff	Upshur County
Official Agency Mailing Address (City, State, Zip Code)	E-Mail Address	
405 N. Titus, Gilmer, TX 75644		
Daytime Telephone Number	Extension	Fax Number
903-843-2541	257	903-843-2368
Signature of Project Director <input checked="" type="checkbox"/> 		

E. ENTER the change(s) for the Financial Officer:  Mr.  Ms.  Dr.  The Honorable

Financial Officer Name	Position (example: City Auditor)	Agency
Official Agency Mailing Address (City, State, Zip Code)	E-Mail Address	
Daytime Telephone Number	Extension	Fax Number
Signature of Financial Officer <input type="checkbox"/>		

F. Financial Reports: If your organization chooses to designate someone other than the Financial Officer to receive any financial reports from CJD by regular or e-mail, ENTER the Contact information below. Otherwise, all financial reports will be sent to the Financial Officer listed above.

Contact Name	E-Mail Address	Telephone Number

**Business Associate Agreement**

This Business Associate Agreement ("Agreement") is entered into on this 7<sup>th</sup> day of April, 2004, between County of Upshur, Texas (Covered Entity) and HEALTHFIRST TPA (Business Associate), With an effective date of April 14, 2004. This Agreement sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity

**Recitals**

Covered Entity may make available and/or transfer to Business Associate Protected Health Information (PHI) of individuals in conjunction with services, which Business Associate will use or disclose in accordance with the provisions of this Agreement.

**Agreement**

Business Associate and Covered Entity agree to the terms and conditions of this Agreement in order to comply with the use and handling of Protected Health Information (PHI) under the Standards for Privacy of Individually Identifiable Health Information, 45 C F R §§ 160 103, 164 501 et seq, as amended from time to time ("Privacy Standards") Unless otherwise provided, all capitalized terms in this Agreement will have the same meaning as provided under the Privacy Standards Business Associate and Covered Entity will comply with the terms of this Agreement until this agreement terminates upon the mutual agreement of Business Associate and Covered Entity or terminates as provided in Section 9 below and for the other continuing periods provided for in this Agreement

**1 USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION.**

Business Associate will use or disclose PHI received from Covered Entity only for those purposes necessary to perform Services, or as otherwise expressly permitted in this Agreement or required by law, and will not further use or disclose such PHI Business Associate agrees that any time it provides PHI received from Covered Entity to a subcontractor or agent to perform Services for Covered Entity, Business Associate first will enter into a contract with such subcontractor or agent that contains the same terms, conditions, and restrictions on these and disclosure of PHI as contained in this Attachment.

**2. BUSINESS ASSOCIATE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION FOR ITS OWN PURPOSES.**

Business Associate may use or disclose PHI received from Covered entity for Business Associate's management and administration, or to carry out Business Associate's legal responsibilities Business Associate may disclose PHI received from Plan to a third part for such purposes only if:

- (a) The disclosure is required by law; or
- (b) Business Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) use or disclose the PHI only as required by law or for the purposes for which it was disclosed to the receiving party; and (iii) notify the Business Associate of any breaches in the confidentiality of the PHI.

**3. SAFEGUARDS:**

Business Associate will implement appropriate safeguards to prevent any use or disclosure of PHI received from Covered Entity for purposes other than those permitted by this Agreement.

**4. REPORTS OF IMPROPER USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION.**

Business Associate will report to Covered Entity any use or disclosure of PHI received from Covered Entity for purposes other than those permitted by the Agreement within five business days of Business Associate's learning of such use or disclosure.

**5. ACCESS TO PROTECTED HEALTH INFORMATION:**

- A) Covered Entity Access: Within five business days of a request by Covered Entity for access to PHI received from Covered Entity, Business Associate will make requested PHI available to covered Entity.
- B) Individual Access. If an individual requests access to PHI received from Covered Entity, Business Associate will, within five business days, forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an individual's request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to an individual pursuant to such a request.

**6. AMENDMENT OF PROTECTED HEALTH INFORMATION.**

Within five business days of receiving a written request from Covered Entity to amend an individual's PHI received from Covered Entity, Business Associate will provide such information to Covered Entity for amendment. Alternatively, if Covered Entity's request includes specific information to be included in the PHI as an amendment, Business Associate will incorporate such amendment within five business days of receipt of the Covered Entity request. If an individual makes a request for amendment directly to Business Associate, Business Associate will forward within five business days such request in writing to Covered Entity. Covered Entity will be responsible for making all determination regarding amendments to PHI and Business Associate will make no such determinations.

**7. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION.**

- A) Disclosure Records. Business Associate will keep a record of any disclosure of PHI received from Covered Entity that Business Associate makes to its agents, subcontractors or other third parties for any purpose other than
  - 1) Disclosures to health care providers to assist in the treatment of patients;
  - 2) Disclosures to others to assist Covered Entity in paying claims;
  - 3) Disclosures to other to assist Covered Entity in conducting its health care operations, as defined in 45 C F R. § 164.501.

Business Associate will maintain this disclosure record for six years from the termination of the Agreement

B) Data Regarding Disclosures: For each disclosure for which it is required to keep a record under paragraph 7(A), Business Associate will record and maintain the following information

- 1) The date of disclosure,
- 2) The name of the entity or person who received the PHI and the address for such entity or person, if known.
- 3) A description of the PHI disclosed; and
- 4) A brief statement of the purpose of the disclosure.

C) Request by Covered Entity. Within five business days of receipt of notice from Covered Entity of an individual's request for an accounting, Business Associate will provide to Covered Entity its disclosure record

D) Request by individual. If an individual requests an accounting of disclosures directly from Business Associate, Business Associate will forward the request and its disclosure record to Covered Entity within five business days of Business Associate's receipt of the individual's request. Covered Entity will be responsible for preparing and delivering the accounting to the individual. Business Associate will not provide an accounting of its disclosures directly to any individual

#### 8. ACCESS TO BOOKS AND RECORDS:

- A) Covered Entity Access Business Associate will, within five business days of Covered Entity's written request, make available during normal business hours at Business Associates offices, all records, books, agreements, policies and procedures relating to the use or disclosure of PHI received from Covered Entity for the purpose of allowing Covered Entity or its agents or auditors to determine Business Associate's compliance with this Agreement.
- B) Government Access: Business Associate will make its internal practices, books and records on the use and disclosures of PHI received from Covered Entity available to the Secretary of the Department of Health and Human Services to the extent required for determining compliance with the Privacy Standards. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by Business Associates or Covered Entity as a result of this Section.

#### 9. TERMINATION.

Covered Entity may terminate this Agreement if Business Associate violates a material term of this Agreement. Before termination, Covered Entity will provide Business Associate with thirty days' advance written notice of Business Associate's breach of any term or condition of this Agreement, and afford Business Associate the opportunity to cure the breach to the satisfaction of Covered Entity within twenty days of such notice. If Business Associate fails to timely cure the breach, as determined by Covered Entity at its sole discretion, Covered Entity may terminate the Previous Written Agreement and the Agreement as provided in Covered Entity's notice. This Agreement will terminate automatically and without further action on the part of party sixty (60) days following the permanent discontinuation of business between Business Associate and Covered Entity.

**10. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION**

1. **Return of PHI; Destruction.** Within thirty days of termination of this Agreement, Business Associate will return to Covered Entity all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity which Business Associate maintains in any form or format. Business Associate will not maintain or keep in any form or format any portion of such PHI. Alternatively, Business Associate may, upon written consent by Covered Entity, destroy all such PHI and provide written documentation of such destruction. The requirement to return or destroy such PHI will apply to all agents or subcontractors of Business Associate. Business Associate will be responsible for recovering any PHI from such agents or subcontractors. If Business Associate cannot obtain the PHI from any agent or subcontractor, Business Associate will so notify Covered Entity and will require that such agents or subcontractors directly return PHI to Covered Entity or otherwise destroy such PHI, subject to the terms of this Section.
2. **Alternative Measures.** If Business Associate believes that returning or destroying PHI at the termination of this Agreement is feasible, it will provide written notice to Covered Entity within five business days of the effective date of termination of this Agreement. Such notice will set forth the circumstances that Business Associate believes makes the return or destruction of PHI infeasible and the alternative measures that Business Associate recommends for assuring the continued confidentiality and security of the PHI. Covered Entity promptly will notify Business Associate whether it agrees that the return or destruction of PHI is infeasible. If Covered Entity agrees that return or destruction of PHI is infeasible, Business Associate agrees to extend all protections, limitations and restrictions of this Agreement to Business Associate's use or disclosure of PHI retained after termination of this Agreement and to limit further use or disclosures to those purposes that make the return or destruction of the PHI infeasible. Any such extended protection, limitations and restrictions will apply to any agents or subcontractors of Business Associate for whom return or destruction of PHI is determined by Covered Entity to be infeasible. If Covered Entity does not agree that the return or destruction of PHI from Business Associate or its agents or subcontractors is infeasible, Covered Entity will provide Business Associate with written notice of its decision, and Business Associate, its agents and subcontractors will proceed with the return or destruction of the PHI pursuant to the terms of this Section within fifteen days of the date of Covered Entity's notice.

**11. RESTRICTIONS ON USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION.**

If Covered Entity advises Business Associate of any changes in, or restrictions to, the permitted use or disclosure of PHI received from Covered Entity, Business Associate will restrict the use or disclosure of such PHI consistent with the Covered Entity's instructions.

**12. MITIGATION PROCEDURES.**

Business Associate agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of PHI received from Covered Entity in a manner contrary to this Agreement of the Privacy Standards.

### 13. OBLIGATIONS REGARDING BUSINESS ASSOCIATE PERSONNEL

Business Associate will appropriately inform all its employees, agents, representative and members of its workforce ("Business Associate Personnel"), whose services may be sued to satisfy Business Associate's obligation under the Previous Written Agreement or this Agreement, of the terms of this Agreement. Business Associate represents and warrants that the Business Associate Personnel are under legal obligation to Business Associate, by contract or otherwise, sufficient to enable Business Associate to fully comply with the provisions of this Agreement. Business Associate will develop and implement a system of sanctions for any Business Associate Personnel who violates this Agreement.

### 14. PROPERTY RIGHTS.

The PHI Business Associate receives from Covered Entity is and will remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to such PHI or any information derived from the PHI, as a result of this Agreement.

### 15. COMPLIANCE WITH LAWS

The parties are required to comply with federal and state laws. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then either party may terminate the Agreement upon thirty days' written notice to the other party.

### 16. CONSTRUCTION OF TERMS

The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Standards issues by the Department of Health and Human Services.

### 17. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

### 18 INDEMNIFICATION.

Each party (the "Indemnifying Party") will hold harmless and indemnify the other party (the "Indemnified Party") from any claims, losses, damages, liabilities, costs, expenses, penalties or obligations (including attorney fees) which the Indemnified Party may incur due to the Indemnifying Party's (i) breach of this Agreement, or (ii) negligence or willful misconduct in the performance of obligations under this Agree Indemnifying or Indemnified Party will include all employees, agents, officers, directors, shareholders, members, contractors, parents, and subsidiary and affiliate entities of the party.

19. NOTICES:

Whenever under the Agreement one party is required to give notice to the other, such notice will be deemed given if mailed by first class United States Postal Service, postage prepaid:

County of Upshur, Texas  
C/O Upshur County Treasurer  
PO Box 730  
Gilmer, Texas 75644

Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

20. This Agreement constitutes the entire agreement between the parties with regard to the Privacy Standards, there are no understanding or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.

County of Upshur, Texas

Healthfirst TPA

By: *Myra Harris*

By: *[Signature]*

Print Name: Myra Harris

Print Name: TOM SLACK

Title: Upshur County Treasurer

Title: CEO

Date: 4-02-04

Date: 4/7/04

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ROBIN RODENBERG  
COUNTY CLERK  
04 APR 15 PM 1:51  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

**ETEX DOT NET AND DSL  
SERVICE AGREEMENT**

ETEX Dot Net ("ETEX") agrees to provide personal Internet accounts and services ("Service") to you on the terms and conditions specified herein and at rates and charges as ETEX may establish from time to time. In addition to your signature below, usage by you of the Service constitutes your acceptance of these terms as a binding contract between you and ETEX. Every use of the term "you" or "your" herein means the person(s) or entity subscribing to the Service

1. **Service:**

- (a) **Service Commitment:** ETEX will provide Service on an as is and as available basis. Service begins with the first day your Service is activated and shall continue until terminated by either party. Either party may terminate Service under this contract at any time by giving the other party ten (10) days prior notice of termination. All IP addresses, static or dynamically assigned, are the property of ETEX. Service does not include: (i) Internet firewall protection, (ii) email connection security or protection, or (iii) configuration of modems not purchased from ETEX.
- (b) **Amendment of Terms:** ETEX may amend the terms of this contract at any time upon ten (10) days advance notice. An amended copy of the contract will be posted via ETEX web site. Usage by you of the Service following the effective date of the amendment shall constitute acceptance by you of the proposed amendment.
- (c) **Compliance With Policies:** You agree to comply with all applicable use policies of any network or site to which you connect via the Service.
- (d) **Nontransferability:** Transfer or resell of the Service is expressly prohibited without the prior written consent of ETEX.
- (e) **Passwords:** You assume all responsibility for the security of passwords, user names, files and accounts assigned to you. All passwords must conform to ETEX's password standards.
- (f) **Stored Files:** You are responsible for your files stored on ETEX's network, including maintenance of backup copies. Upon termination of the Service, ETEX may delete your files.
- (g) **Access by Minors:** Service is not available to persons under the age of 18 unless a parent or legal guardian accepts responsibility and all consequences for such minor's use of the Service. Parents and legal guardians are hereby advised that

some materials freely available through the Service may be unsuitable for minors. Any usage of the Service by minors should be appropriately supervised by a responsible adult.

Applicable law requires that any publicly available content which may be unsuitable for minors must contain a clearly worded warning and disclaimer with an easily accomplished method to avoid exposure to unsuitable material as well as hyperlinks to blocking software. You assume sole responsibility for the content of your pages and compliance with this provision.

- (h) Termination of Connection: Although the ETEX Dialup Service allows unlimited usage, connections will be terminated after 30 minutes of inactivity. You are prohibited from utilizing any method, including software, to avoid disconnection for inactivity. Furthermore, your account is allowed only one (1) simultaneous connection.
2. Price and Term: ETEX agrees to provide the Service to you and you agree to purchase the Service from ETEX on a month to month basis at the price agreed to by the parties.
3. Additional Charges: You are responsible for all communication charges (telephone, ISDN, pager, etc.) arising from your use of the Service. Resetting a lost or compromised password may result in a fee being assessed against your account.
4. Payment of Charges: Payment for Service is due on the due date at the address indicated on the invoice. ETEX will accept payment for Service upon submission of charges to an authorized credit/debit card account. A late fee of \$5.00 will be assessed for all payments more than five (5) days past due. In the event you fail to pay an invoice within ten (10) days of the due date, or if charges submitted to an authorized credit/debit card accounts are rejected, then in either of said events, your Service may be immediately terminated without prior notice. A reconnection fee may be charged to resume Service following termination for nonpayment. A fee of \$25.00 will be assessed against your account for returned checks.
5. Prohibited Use:
- (a) Lawful Purposes: The Service may only be used for lawful purposes. Transmission of any material in violation of federal or state regulation is prohibited, including, but not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless ETEX from any claims resulting from your use of the Service which damages you or a third party.
- (b) Commercial Purposes: You are prohibited from using the Service for commercial purposes unless a formal commercial agreement has been executed.

by and between you and ETEX. Prohibited commercial use includes, but is not limited to, (i) use by you of web pages for monetary gain; and/or (ii) resale of services or activities by you which create or attempt to create monetary gain. The Service may be terminated or suspended for uses expected to generate high traffic, in which event, you may be required to purchase additional services and resources to handle the high traffic usage.

- (c) Mass Postings: Use of the Service to transmit mass unsolicited e-mail, news or other postings is prohibited as well as use of the Service as the return address on mass postings.
- (d) Harm to ETEX: You are prohibited from using server software, commercial software or potentially damaging software on ETEX's network without the express written consent of ETEX.

Services provided by ETEX shall not be used by you in any way which could result in harm to (i) ETEX, its employees, users, business relationships and vendors, (ii) other Internet users; (iii) the Public Switched Telephone Network; or (iv) or any private network.

6. Remedies of Customer:

- (a) Service Interruption. ETEX will use reasonable efforts to immediately cure interruptions, delays and failures in transmission of Service ("**Service Interruption**"); however, ETEX has no liability for or obligation to cure a Service Interruption prior to actual knowledge of same. The liability of ETEX for a Service Interruption **whether caused by the negligence or other default of ETEX** is limited to the allowance of a credit to your account for the charges which accrued in the time frame during which the Service Interruption continues, except that no credit shall be given for a Service Interruption of less than 24 hours duration.
- (b) Limit on Warranty and Damages: The above remedies are intended to be your exclusive remedies against ETEX and you agree that:
  - (i) Warranties: ETEX makes no warranties of any kind, express or implied, with respect to the Service or the quality of the Service and the warranties of merchantability and fitness for purpose are expressly excluded.
  - (ii) Damages: Neither ETEX nor its parent, affiliates, successors or assigns or any other third party provider or any other person or entity involved in providing the Service nor it or their respective officers, directors, members, agents or employees (the "ETEX

Group") shall ever be liable for any other direct, indirect, special, consequential, actual, multiple or exemplary damages or losses of any nature related to or arising out of this contract or the Service to be provided including, without limitation, loss of profits or revenue, loss of use, or the cost of replacement Service and regardless of whether such damages are incurred by reason of breach of contract, breach of warranty, tort (including negligence), statutory or otherwise. Additionally, no member of the ETEX Group shall ever be liable in any event or circumstance for damages related to or arising out of the sale of the Service in excess of the amounts paid by you to ETEX for such Service.

- (iii) **Force Majeure:** If ETEX's performance of this contract or any obligation hereunder is prevented, restricted or interfered with by causes beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, ETEX shall not be liable for any such failure or performance and the time for performance shall be suspended during the continuation of the force majeure.

7. **Remedies of ETEX:**

- (a) **Suspension/Termination of Service:** You are liable for all damages which are incurred by reason of your default. In the event of default by you under this contract, including a payment default, ETEX may suspend and/or terminate Service at any time, without prior notice, and upon such termination, all charges shall be immediately due and payable.
- (b) **Liability for Use of Service:** In the event persons or entities other than you shall use the Service, then you agree to be liable for the payment of all charges related to such Service.

8. **General Provisions:**

- (a) You are required to inform ETEX of changes in account information, including address, telephone number, etc.
- (b) ETEX reserves the right to enforce the provisions of this contract in its sole and absolute discretion. Failure to enforce shall not constitute consent to nor waiver of future rights of enforcement by ETEX.
- (c) This contract shall be governed by the laws of the State of Texas and is performable in Upshur County, Texas.

- (d) To obtain customer service in setting up the configuration on your computer for the Service or to report loss of Service, contact: **1-800-421-0731**
- (e) ETEX requires the following equipment specifications: (i) modem capable of supporting PPP over ATM; (ii) modem/router must be capable of allowing the VPI and VCI to be changed to 0 and 35; (iii) modem/router cannot be a bridging type; and (iv) modem/router must be compatible with ETEX's Alcatel chipset.

Please complete and return to:

Etex Dot Net  
Internet Agreement  
P. O. Box 130  
Gilmer TX. 75644

By signing and returning this agreement you agree to adhere to the terms and conditions stated herein.

**ETEX DOT NET AND DSL  
SERVICE AGREEMENT**

*[Signature]* 903 943 4003 4/15/04  
Customer Phone Number Date  
UPSHUR COUNTY JUDGE

\_\_\_\_\_  
ETEX Representative

\_\_\_\_\_  
Date

FILED  
ROBIN RODENBERG  
CLERK  
04 APR 15 PM 1:51  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

**PLEASE RETURN THIS PAGE ONLY**

Esta información es ofrecido en español en la oficina de negocio de Etex Telephone Cooperative.

**SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH  
2004 PROCLAMATION**

Sexual assault, a violent and devastating crime, affects men, women and children of all races, ages and economic situation.

The consequences of sexual assault are often severe and long lasting. In addition, the risk of developing posttraumatic stress disorder, depression and many other psychological or physical ailments increases dramatically for victims of sexual assault.

Each year, the Texas Association Against Sexual Assault, in conjunction with the Women's Center of East Texas, and other organizations, designates the month of April for an educational campaign to promote awareness and to build upon the network of support that has been mobilized to address this issue.

The association and its partners provide training to rape crisis and law enforcement personnel, as well as to volunteers and staff of service agencies and community groups. They also provide outreach to schools and information on topical issues related to sexual assault.

At this time, therefore, I encourage all Texans to increase their awareness and work to prevent sexual assault in communities across this great state. Together, united in this effort, we can continue to make a difference.

Therefore, I, Judge DEAN FOWLER, do hereby proclaim April, 2004, Sexual Assault Awareness and Prevention Month in UPSHUR county, Texas and urge the appropriate recognition thereof.

FILED  
ROBIN RODENBERG  
CLERK  
04 APR 15 PM 1:50  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

**Proclamation of April as Fair Housing Month**

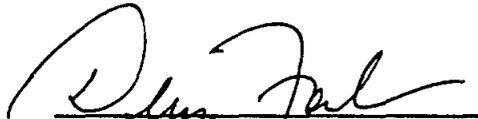
WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the **Commissioner's Court of Upshur County**, do proclaim April as Fair Housing Month and hereby urge all the citizens of Upshur County to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 15<sup>th</sup> day of April, 2004.

  
Dean Fowler, County Judge

Witness:

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

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
04 APR 15 PM 1:50  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

ATTENDANCE SIGN-IN SHEET  
 UPSHUR COUNTY COMMISSIONER'S COURT  
 DATE: 4-15-04

1. Charles Daniels	1. Bldg maint
2. Geneva Higgins	2. Upshur Court
3. John W. Spahr	3. TAX PAYER
4. Mac O. Weston	4. MARRIAGE
5. Allen W. Weatherford	5.
6. Mike Smith	6. County
7. Karna Kelley	7. County
8. Linda Juel	8. County
9. Burch Maslow	9. JURY
10. Tony Kitchell	10. Gilmer
11. Kristy Gunnells	11. Ore City
12. Shanese Weeks	12. Ore City
13. John Bolster	13. Linbarger Tom Finner
14. Myra Harris	14. Gilmer
15. [unclear]	15.
16. Candice Buckner	16.
17. Phillip Williams	17. Bladenbach Minor
18.	18.
19.	19.
20.	20.

FILED  
 ROBIN P. DENBERG  
 CLERK  
 04 APR 15 PM 1:50  
 UPSHUR COUNTY TX.  
 BY \_\_\_\_\_  
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VOL 66 PG 700