

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
THURSDAY, SEPTEMBER 30, 2004, 9:00 AM, REGULAR SESSION
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

AGENDA

1. **Consider and take action on approval of:**
 - A. **Accept for recording all payroll changes;**
 - B. **Payroll;**
 - C. **Budget amendments;**
 - D. **Accounts payable;**
 - E. **Treasurer's monthly report;**
 - F. **Applications for use of Upshur County roads and rights-of-way;**
 - G. **Accept for recording any and all Bonds, Oaths, Deputations and Certificates;**
 - H. **Accept for recording the executed contract between Hart Graphics and Upshur County;**
 - I. **Accept for recording the asbestos abatement report and final job log for the Rock Building, 300 S. Wood, Gilmer, TX;**
 - J. **Accept for recording the 2004-2005 Annual Compensation Order (Auditor, Assistant Auditor, and Court Reporter);**
 - K. **Accept for recording the procedures for central counting station as required by Sec. 127.007 of the Texas Election Code; and**
 - L. **Accept for recording the monthly report of State and County taxes summary.**
2. **Discuss and take action to approve list of items to be sold in Upshur County Surplus Sale.**
3. **Discuss and take action on previous action take to let bids for tractors and boom axe for the Road and Bridge Department.**
4. **Discuss and take action to determine means by which to acquire and secure insurance records from HealthFirst.**
5. **Discuss and take action on copy machine maintenance requested by CBS prior to their acceptance of contract.**
6. **Discuss and take action to appoint personnel for the central counting station for the November 2004 General Election.**
7. **Hear from Sheriff concerning purchase of six (6) office chairs for communication and jail departments. Discuss and take action.**


Dean Fowler,
Upshur County Judge

FILED
ROBIN RODEMBERG
COUNTY CLERK
04 SEP 24 PM 4:48
UPSURH COUNTY, TX.
BY _____
DEPUTY

UPSHUR COUNTY COMMISSIONER'S COURT

SEPTEMBER 30, 2004

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

1. A. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO ACCEPT FOR RECORDING ALL PAYROLL CHANGES. MOTION CARRIED. COPY OF PAYROLL CHANGES ATTACHED.

B. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE THE PAYROLL REGISTER. MOTION CARRIED. COPIES OF PAYROLL CHANGES ATTACHED.

C. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. COPY OF BUDGET AMENDMENTS ATTACHED.

D. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE ACCOUNTS PAYABLE WITHHOLDING THE PAYMENTS FOR THE MAINTENANCE AGREEMENT TO INTEGRATED BUSINESS SYSTEMS. INCLUDED IN THIS MOTION IS AGENDA ITEM 5, "TO APPROVE PAYMENT TO CBS FOR MAINTENANCE THAT NEEDS TO BE PERFORMED." MOTION CARRIED WITH COMMISSIONER JACKSON VOTING NO. NO DOCUMENTATION SUBMITTED TO COUNTY CLERK'S OFFICE.

E. MOTION BY BUDDY FERGUSON SECONDED BY JOEY ORMS TO APPROVE TREASURER'S MONTHLY REPORT FOR THE MONTH OF AUGUST. MOTION CARRIED. COPY OF TREASURER'S MONTHLY REPORT ATTACHED.

F. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING THE FOLLOWING APPLICATIONS FOR USE OF COUNTY ROADS AND RIGHTS-OF-WAY:

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY BILLY SIGMAN.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY H & S GENERAL CONTRACTORS HAUL ON KELSEY CREEK ROAD, LOOKOUT ROAD AND COX ROAD.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND BRENT YOCHUM TO ENTER THE 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.

PERMIT APPLICATION SUBMITTED BY ETEX TELEPHONE COOP. TO PLACE A CULVERT WITHIN THE ROW OF MULE DEER ROAD.

PERMIT APPLICATION SUBMITTED BY BILLY SIGMAN TO PLACE A CULVERT WITHIN THE ROW OF LAKESIDE DRIVE.

PERMIT APPLICATION SUBMITTED BY MARK HOWARD TO PLACE A CULVERT WITHIN THE ROW SHAMROCK ROAD.

NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES SUBMITTED BY ENBRIDGE PIPELINES (N.E. TEXAS) L.P. TO PLACE TWO PIPELINES WITHIN THE ROW S. MONTGOMERY AND NEWSOME ROAD.

MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL APPLICATIONS FOR USE OF COUNTY ROADS AND RIGHTS-OF-WAY ATTACHED.

G. NO FORMAL ACTION TAKEN ON AGENDA ITEM CONCERNING BONDS, OATHS, DEPUTATIONS AND CERTIFICATES.

H. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING THE EXECUTED CONTRACT BETWEEN HART GRAPHICS AND UPSHUR COUNTY. MOTION CARRIED. COPY OF EXECUTED CONTRACT ATTACHED.

I. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO ACCEPT FOR RECORDING THE ASBESTOS ABATEMENT REPORT AND FINAL JOB LOG FOR THE ROCK BUILDING . MOTION CARRIED. COPY OF REPORT ON FILE IN THE COUNTY CLERK'S OFFICE.

J. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO ACCEPT FOR RECORDING THE 2004-2005 ANNUAL COMPENSATION ORDER (AUDITOR, ASSISTANT AUDITOR AND COURT REPORTER). MOTION CARRIED. COPY OF ORDER ATTACHED.

K. MOTION BY BUDDY FERGUSON SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING THE PROCEDURES FOR CENTRAL COUNTING STATION AS REQUIRED BY SEC. 127.007 OF THE TEXAS ELECTION CODE. MOTION CARRIED. COPY OF PROCEDURES ON FILE IN COUNTY CLERK'S OFFICE.

L. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO ACCEPT FOR RECORDING THE MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY FOR THE MONTH OF AUGUST. MOTION CARRIED. COPY OF MONTHLY REPORT ATTACHED.

2. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE LIST OF ITEMS TO BE SOLD IN UPSHUR COUNTY SURPLUS SALE. MOTION CARRIED. COPY OF LIST ATTACHED.

3. MOTION BY BUDDY FERGUSON SECONDED BY JOEY ORMS TO RESCIND THE PREVIOUS DECISION ON AUGUST 31, 2004, TO GO OUT FOR BIDS FOR THE TRACTORS AND BOOM AXE FOR THE ROAD AND BRIDGE DEPARTMENT. MOTION CARRIED.

4. MOTION BY JOEY ORMS SECONDED BY BUDDY FERGUSON TO ALLOW THE COUNTY JUDGE AND THE TREASURER TO ACQUIRE AND SECURE INSURANCE RECORDS FROM HEALTHFIRST. MOTION CARRIED.

5. AGENDA ITEM INCLUDED IN MOTION 1 (D) ACCOUNTS PAYABLE.

6. MOTION BY JOEY ORMS SECONDED BY BUDDY FERGUSON TO APPOINT PERSONNEL FOR THE CENTRAL COUNTING STATION FOR THE NOVEMBER 2004 GENERAL ELECTION. MOTION CARRIED. COPY OF LIST FOR CENTRAL COUNTING STATION PERSONNEL ATTACHED.

7. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE PURCHASE OF SIX (6) OFFICE CHAIRS FOR COMMUNICATION AND JAIL DEPARTMENTS. FUNDS TO BE PAID OUT OF NON DEPARTMENTAL- OFFICE FURNISHING. MOTION CARRIED.

MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO ADJOURN. MOTION CARRIED.

BILLS PREVIOUSLY APPROVED PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

JURY SELECTION LIST 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 9-1-04 Dept. District Clerk/450

Employee Melissa Chevalier

Social Security No _____ Emp. ID# 747

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

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 9 years Longevity \$18 s/m
9/1/04 anniversary date

Authorized by: Carolyn Bullock Date: 9-9-04
 Approved by: _____ Date: _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-04 Dept. 451

Employee Wylene Mones

Social Security No. _____ Emp ID# 872

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

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired <u>3</u>
<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 5 years Longevity /
#10 / semi-monthly

10/1/04 anniversary date

Authorized by:

Approved by: invald Grimes Date 12-11-03

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-04 Dept. 451
Employee Lisa Money
Social Security No 450-31-8538 Emp. ID# 1072

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

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Mert 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 3 years longevity
#6 Semi-monthly

10/1/04 anniversary date

Authorized by:

Approved by: Arnold Shines Date: 12-11-03

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-01-04 Dept Sheriff/560
Employee Kuhn, Jerry Lynn
Social Security No 458-04-2034 Emp ID# 292

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

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: 2 years Longevity #4 S/M
10/1/04 anniversary date

Authorized by [Signature] Date: 9-23-04
Approved by _____ Date: _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-01-04 Dept. Dispatch/565
 Employee Oller, Tracy E.
 Social Security No 451-43-3609 Emp. ID# 1171

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

REASON(S) FOR THE CHANGE(S)	
<input type="checkbox"/>	Hired
<input type="checkbox"/>	Introductory Period Ended
<input type="checkbox"/>	Promotion
<input checked="" type="checkbox"/>	Longevity Increase
<input type="checkbox"/>	Re-evaluation of Job
<input type="checkbox"/>	Layoff
<input type="checkbox"/>	Leave-of-Absence
<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Mert Increase
<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Other

Comments: 2 years Longevity \$4 s/m
09/29/04 anniversary date

Authorized by: [Signature] Date: 9-23-04
 Approved by: _____ Date: _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-01-04 Dept. Police/565
 Employee Buttner, Chad
 Social Security No 465-81-7012 Emp ID# 1278

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

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Mert 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 1 year Longevity \$2 s/m

9/29/04 anniversary date

Authorized by:

Approved by: Billy D. [Signature]

Date: 9-23-04

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10/1/04 Dept. 611

Employee Jerry Young

Social Security No. _____ Emp. ID# 516

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

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: 3 years Longevity \$6.5/m

10/1/04 anniversary date

Authorized by: _____

Approved by: [Signature] Date: 9/27/04

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10/1/04 Dept. 611

Employee Carnest Hays

Social Security No. _____ Emp. ID# 1159

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

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: 2 years Longevity #4 s/m

10/1/04 anniversary date

Authorized by: _____

Approved by: [Signature] Date: 9/27/04

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9/15/04 Dept 565/Jail
 Employee Steven Hubbard
 Social Security No _____ Emp. ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	13,5	
	Rate	\$1017.13/m	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED
 ROB W. BUDENBERG
 COUNTY CLERK
 SEP 16 2004

Comments: 6 month introductory period

Kevin Clift position

Authorized by: _____ Date: 9-17-04
 Approved by: [Signature]

VOL 67 PG 588
UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9/16/04 Dept. 611
 Employee Donald Jeffrey
 Social Security No. _____ Emp. ID# 334

X	CHANGES(S)	FROM	TO
X	Grade Step	918	9114
	Rate	\$914.13 s/m	\$991.38 s/m
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Ment Increase
X	Promotion	BY _____	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	DEPUTY	Other

FILED
 ROBIN ROBERTSON
 COUNTY CLERK
 SEP 20 2004
 11:31 AM

Comments
Assuming additional duties.

Authorized by: _____
 Approved by: Robert D. [Signature] Date 9/20/04

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9/16/04 Dept. 611
 Employee Carnest Beck
 Social Security No. _____ Emp. ID# 108

X	CHANGES(S)	FROM	TO
X	Grade Step	711	916
	Rate	\$772.50/mo	\$888.38/mo
	Department		
	Position		

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

Comments:
Assuming additional duties

Authorized by: _____ Date: 9/20/04
 Approved by: Robert D. [Signature]

FILED
 ROBIN ROSENBERG
 COUNTY CLERK

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 9/27/04 Dept 510/Bldg Maint
 Employee Harry Turner
 Social Security No. _____ Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	# 759.63/m	
	Department		
	Position		

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

Comments 6 month introductory period
Charles Mears positions

Authorized by: Charles Daniels 9-28-04
 Approved by: _____ Date

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10/1/04 Dept 476/DA

Employee Jim Cricker

Social Security No _____ Emp. ID# 1232

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	<u>\$1821.96 s/m</u>	<u>\$2030.29 s/m</u>
	Department		
	Position		

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 type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input checked="" type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharge
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

Comments: Cost. DA

DEPUTY
 SEP 30 4:31
 ROBIN RODENBERG
 COUNTY CLERK

Authorized by: [Signature]
 Approved by _____ Date 9-27-04

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10/1/04 Dept. 476/DA
 Employee Don Geter
 Social Security No _____ Emp ID# 1231

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	\$1381.59 s/m	\$1429.51 s/m
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Mert Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input checked="" 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"/>	Offer

Comments: DA Investigator

Authorized by: [Signature]
 Approved by: _____ Date: 9-27-04

FILED
 ROBIN ROBERTS
 COUNTY CLERK
 SEP 30 11:31
 UPSHUR COUNTY

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10/1/04 Dept. 476/DA
 Employee Nancy Harris
 Social Security No _____ Emp ID# 1234

X	CHANGES(S)	FROM	TO
	Grade Step	5,6	
	Rate	\$ 772.50 s/m	\$ 803.56 s/m
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments:

DEPUTY
 SEP 30 11:31
 UP SHUR COUNTY, TX
 FILED
 ROSIE LOGGERS
 COF 1093493

Authorized by: [Signature]
 Approved by: _____ Date 9-27-04

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10/1/04 Dept 476 / DA
 Employee Jaci McCraven
 Social Security No _____ Emp ID# 1230

X	CHANGES(S)	FROM	TO
	Grade Step	13,5	
	Rate	\$ 1017.13 sm	\$ 1048.19 sm
	Department		
	Position		

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 type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input checked="" type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	BY _____	Other _____

Comments:

DEPUTY

SEP 30 P 4:32

ROBIN RODENBERG
 COUNTY CLERK
 UPSHUR COUNTY, TX.

Authorized by: [Signature]

Approved by:

Date: 9-27-04

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10/1/04 Dept. 611
 Employee Lynn Holman
 Social Security No. 459-72-3095 Emp. ID# 1317

X	CHANGES(S)	FROM	TO
	Grade Step	7/1	7/2
<input checked="" type="checkbox"/>	Rate	\$7.10/HR	9.65
	Department		(785.38 s/m)
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED

Comments.

Lynn hired full-time
Posting 9/13/04 LEO (Manning)
Beam axle operator.

Authorized by

Approved by

Date

[Signature] 9/23/04

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10/1/04 Dept. 611
 Employee Chen Yingling
 Social Security No 465-17-0783 Emp. ID# 1163

X	CHANGES(S)	FROM	TO
	Grade Step	7.1	7.2
<input checked="" type="checkbox"/>	Rate	# 7.10/HR	9.06
	Department		1765.385/m
	Position		

REASON(S) FOR THE CHANGE(S)

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

ROBIN RODRIGUEZ
 COUNTY CLERK
 FILED
 32

Comments: Chen hired full-time
Posting 9/13/04 CED-
Truck driver

Authorized by: [Signature]
 Approved by: [Signature] Date: 9/23/04

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10/1/04 Dept 611
 Employee Michael Coleman
 Social Security No. 453-55-5515 Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step		9/11
	Rate		\$952.75/m
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments:
Motor grader position
posted 9/23/04

Authorized by: _____
 Approved by: [Signature] Date: 9/28/04

**UPSHUR COUNTY LONGEVITY REPORT
09/30/04**

EFFECTIVE DATE	DEPT.	EMP. ID	EMPLOYEE NAME	LONGEVITY	AMOUNT	ANNIVERSITY DATE
09/01/04	450	747	MELISSA CHEVALIER	9 YRS	\$18.00 S/M	09/01/04
10/01/04	451	872	WYONE MANES	5 YRS	\$10.00 S/M	10/01/04
10/01/04	451	1072	LISA MONEY	3 YRS	\$6.00 S/M	10/01/04
10/01/04	560	292	JERRY KUHN	2 YRS	\$4.00 S/M	10/01/04
10/01/04	565	1171	TRACY OLLER	2 YRS	\$4.00 S/M	11/01/04
10/01/04	565	1278	CHAD SUTTON	1 YR	\$2.00 S/M	09/29/04
10/01/04	611	516	JOEY YOUNG	3 YRS	\$6.00 S/M	10/01/04
10/01/04	611	1159	EARNEST HOYE	2 YRS	\$4.00 S/M	10/01/04

FILED
ROBIN RODENBERG
COUNTY CLERK
2004 SEP 30 P 4:32
UPSHUR COUNTY, TX.
BY _____ DEPUTY

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DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
450	09/30/04	134211011-PC A	1,500 50	1,500 50	BULLOCK, CAROLYN SUE
450	09/30/04	134211014-PC A	740 54	740 54	PATE, CASEY N
450	09/30/04	16967-PCA	782 50	782 50	RICHARDSON, MARGARET
450	09/30/04	134211012-PC A	908 38	908 38	CHEVALIER, MELISSA
450	09/30/04	16966-PCA	1,033 13	1,033 13	HENSON, TEENA
***				6,588 43	
451	09/30/04	16968-PCA	828 00	828 00	MONEY, LISA R
451	09/30/04	134211017-PC A	857 75	857 75	MANES, AMNA WYDNE
451	09/30/04	134211016-PC A	1,100 00	1,100 00	GRIMES, ARNOLD
***				2,785 75	
452	09/30/04	134211018-PC A	855 75	855 75	GRIFFITH, MICHELE D
452	09/30/04	134211019-PC A	800 25	800 25	PEEL, KIMBERLY A
452	09/30/04	134211020-PC A	1,100 00	1,100 00	POTTER, LYLE M JR
***				2,756 00	
453	09/30/04	134211022-PC A	1,100 00	1,100 00	PERRY, CAROLYN JD
453	09/30/04	134211021-PC A	849 75	849 75	BINGHAM, BRANDY L.
***				1,949 75	
454	09/30/04	16969-PCA	923 95	923 95	JEWKES, SHERYL L
454	09/30/04	16971-PCA	114 62	114 62	RUSSELL, JAMES D
454	09/30/04	16970-PCA	1,100 00	1,100 00	RAY, WILLIAM VALTON
***				2,138 57	
476	09/30/04	16972-PCA	1,354 03	1,354 03	MCCRIVEN, TRACI LYN
476	09/30/04	134211027-PC A	1,497 57	1,497 57	JETER, DONALD R
476	09/30/04	134211023-PC A	1,894 82	1,894 82	CARIKER, TIMOTHY J
476	09/30/04	134211026-PC A	972 88	972 88	HARRIS, NANCY J
476	09/30/04	134211025-PC A	1,666 50	1,666 50	COLQUITT, FELICIA M
476	09/30/04	134211024-PC A	600 00	600 00	CHILDRESS, KELLY A
476	09/30/04	134211029-PC A	1,140 04	1,140 04	WINCHESTER, BARBARA L
476	09/30/04	134211028-PC A	1,214 57	1,214 57	JONES, EVELYN D.

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DEP	Check Date	Check Number	GROSS PAY..	GROSS PAY..	Issued to.....
***				10,340.41	
495	09/30/04	134211030-PC	1,072 13	1,072 13	HUTCHINS, WANDA L.
		A			
495	09/30/04	16973-PCA	1,670.42	1,670.42	LONG, PAMELA GAY
***				2,742.55	
497	09/30/04	134211033-PC	772 50	772 50	POWELL, CRYSTAL A
		A			
497	09/30/04	134211032-PC	1,500.50	1,500.50	HARRIS, MYRA N...
		A			
497	09/30/04	134211034-PC	1,097 13	1,097 13	TUEL, LINDA LOUISE
		A			
497	09/30/04	134211031-PC	817 13	817 13	EAST, KAREN A.
		A			
497	09/30/04	16974-PCA	365 93	365.93	EVANS, MINA LEE
***				4,553.19	
499	09/30/04	16979-PCA	909 25	909 25	LEDNARD, FONDA K
499	09/30/04	134211036-PC	870 63	870 63	GIBSON, CARLA R
		A			
499	09/30/04	16982-PCA	866 63	866 63	SUSTAIRE, AMY W
499	09/30/04	16981-PCA	866 63	866 63	NEELEY, LISA D
499	09/30/04	16977-PCA	874 63	874 63	JENKINS, LATICIA ANN
499	09/30/04	134211038-PC	1,500 50	1,500 50	SMITH, MICHEAL LOYD
		A			
499	09/30/04	134211039-PC	862 63	862 63	WHITAKER, LADONNA LEE
		A			
499	09/30/04	134211035-PC	983.63	983 63	GENTRY, PAULA A.
		A			
499	09/30/04	16976-PCA	979 63	979 63	HOWELL, LUANA GAIL
499	09/30/04	134211037-PC	911.25	911 25	HILL, BARBARA A.
		A			
499	09/30/04	16980-PCA	872 63	872 63	MCKINLEY, CHARLOTTE ELAINE
499	09/30/04	16975-PCA	872 63	872 63	HARRIS, JOANNA S
499	09/30/04	16978-PCA	1,077 13	1,077 13	LAMINACK, SHERRON H
***				12,447.80	
509	09/30/04	134211040-PC	660 00	660 00	STILL, DORIS E
		A			
509	09/30/04	16983-PCA	1,016 25	1,016 25	RHODEN, STELLA GINA
***				1,676.25	
510	09/30/04	16986-PCA	759 63	759 63	HUDGINS, ROYCE L II
510	09/30/04	16984-PCA	1,021 38	1,021 38	COOK, JOHN RUBIN
510	09/30/04	16985-PCA	1,281 75	1,281 75	DANIELS, CHARLES D.
510	09/30/04	16987-PCA	2,485 72	2,485 72	MEARS, CHARLES R.
***				5,548.48	
551	09/30/04	134211041-PC	859 29	859 29	BULLOCK, JOEL K

DEP.	Check Date	Check Number	GROSS PAY.	GROSS PAY	Issued to
		A			
***				859 29	
552	09/30/04	134211042-PC A	859 29	859 29	ROGERS, WILLIAM A
***				859.29	
553	09/30/04	134211043-PC A	859 29	859 29	CORLEY, ROLAN D
***				859 29	
554	09/30/04	134211044-PC A	859 29	859 29	KUZA, HENRY MICHAEL II
***				859.29	
560	09/30/04	134211054-PC A	1,166 75	1,166 75	STANLEY, TIMOTHY S
560	09/30/04	134211051-PC A	1,190 50	1,190 50	HILL, PHILLIP M
560	09/30/04	16988-PCA	1,597 50	1,597 50	BETTERTON, ANTHONY S
560	09/30/04	16989-PCA	1,151 88	1,151 88	DAVIDSON, JUSTIN SCOTT
560	09/30/04	134211050-PC A	1,164 75	1,164 75	GROSS, DON LARRY
560	09/30/04	16999-PCA	1,149 88	1,149 88	TAYLOR, ANTHONY M
560	09/30/04	134211049-PC A	1,328 13	1,328 13	DICKERSON, DAVID LEE
560	09/30/04	16997-PCA	1,383 63	1,383 63	SANDERS, BOBBY NEAL
560	09/30/04	16992-PCA	1,276 63	1,276 63	KUHN, JERRY LYNN
560	09/30/04	134211046-PC A	1,356 13	1,356 13	CROMLEY, ROBERT ALLEN
560	09/30/04	134211056-PC A	1,407 63	1,407 63	YOUNG, LELAND WAYNE
560	09/30/04	16991-PCA	1,266 00	1,266 00	FORTSON, LARRY WAYNE
560	09/30/04	16995-PCA	1,214 50	1,214 50	MURPHY, NADRA H
560	09/30/04	134211045-PC A	1,278 63	1,278 63	ALFORD, JOHN MATTHEW
560	09/30/04	134211053-PC A	1,208 50	1,208 50	MOORE, JERRY A.
560	09/30/04	16990-PCA	1,260 00	1,260 00	DEQUIR, JAMES A
560	09/30/04	17000-PCA	923 25	923 25	THOMPSON, NANCY K
560	09/30/04	16994-PCA	1,138 13	1,138 13	MATTHEWS, GENEVA NELL
560	09/30/04	16996-PCA	1,290 63	1,290 63	ROBERTS, GARY DALE
560	09/30/04	134211047-PC A	1,161 88	1,161 88	DANIELS, JOE NATHAN
560	09/30/04	16993-PCA	1,159 88	1,159 88	MARTIN, JOSHUA P
560	09/30/04	134211052-PC A	1,196 50	1,196 50	MASSOLETTI, MARTY
560	09/30/04	16998-PCA	2,623 13	2,623 13	STEELMAN, PAUL A
560	09/30/04	134211048-PC A	1,196 50	1,196 50	DAVIS, SCOTT WAYDE II

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DEP	Check Date	Check Number	GROSS PAY	GROSS PAY..	Issued to.....
560	09/30/04	134211055-PC A	1,336 13	1,336 13	WARREN, ROXANNE
***			32,427 07		
565	09/30/04	17011-PCA	909 25	909 25	HUGHES, KAREN S.
565	09/30/04	17014-PCA	1,089 50	1,089 50	MCCAULEY, JILL A.
565	09/30/04	134211074-PC A	1,036 00	1,036 00	YOUNGBLOOD, JOHN MICHAEL
565	09/30/04	17016-PCA	1,036 00	1,036 00	MONTS, DEBRA J
565	09/30/04	134211061-PC A	1,034 00	1,034 00	BLEDSOE, TRACI K
565	09/30/04	134211070-PC A	1,034.00	1,034 00	SHANNON, STEPHANIE
565	09/30/04	17012-PCA	1,085 50	1,085 50	JOHNSON, JOHNNY J
565	09/30/04	17024-PCA	1,034 00	1,034 00	WARREN, DENNIS C
565	09/30/04	17005-PCA	1,034 00	1,034 00	CHOYCE, LAWANA J
565	09/30/04	17004-PCA	1,030 00	1,030 00	BRASHER, WILLIAM A
565	09/30/04	134211066-PC A	1,085 50	1,085 50	MONTGOMERY, HERMAN C JR
565	09/30/04	134211062-PC A	1,085 50	1,085 50	CABRERA, ALBERTO
565	09/30/04	134211068-PC A	1,032.00	1,032 00	OLLER, TRACY E
565	09/30/04	17019-PCA	1,030 00	1,030 00	STRACENER, CALEB L
565	09/30/04	134211059-PC A	1,032 00	1,032 00	BASKERVILLE, MELANIE
565	09/30/04	134211060-PC A	851 75	851 75	BISHOP, LORA ANN
565	09/30/04	17020-PCA	1,017 13	1,017 13	SUTTON, CHAD D
565	09/30/04	134211065-PC A	1,017 13	1,017 13	HUDSPETH, RONALD T
565	09/30/04	17008-PCA	1,017 13	1,017 13	GRISWOLD, JAMES B
565	09/30/04	134211058-PC A	1,197 38	1,197 38	ANDREWS, TERESA L
565	09/30/04	17006-PCA	856 08	856 08	CLIFT, KEVIN R
565	09/30/04	134211073-PC A	1,030 00	1,030 00	WOLOSZYN, RICHARD JOHN
565	09/30/04	17003-PCA	345 00	345 00	BENSON, MATTHEW W
565	09/30/04	17013-PCA	1,017 13	1,017 13	KARNS, JARED EUGENE
565	09/30/04	134211063-PC A	986.16	986 16	GAGE, GARY DON
565	09/30/04	134211057-PC A	1,017 13	1,017 13	ALLEN, STELLA M
565	09/30/04	134211071-PC A	1,017 13	1,017 13	SMITH, VIVIAN M
565	09/30/04	134211067-PC A	1,017 13	1,017 13	MOSER, PATRICK R
565	09/30/04	17007-PCA	1,033 12	1,033 12	DAVIS, JAMES RODNEY
565	09/30/04	17015-PCA	751 36	751 36	MCHENRY, ANNITA
565	09/30/04	17010-PCA	211 32	211 32	HUBBARD, STEVEN A
565	09/30/04	134211064-PC A	1,201 63	1,201 63	GRISWOLD, JAMES E.
565	09/30/04	17018-PCA	1,060 00	1,060 00	SALOIS, GEORGE CARL
565	09/30/04	17001-PCA	1,036.00	1,036 00	BARBER, BILLIE DARLENE
565	09/30/04	17002-PCA	1,060 00	1,060 00	BEAN, ELIZABETH M.
565	09/30/04	17023-PCA	854 00	854 00	WALKER, DIANE

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY..	Issued to
565	09/30/04	134211069-PC	1,083 50	1,083 50	SEWELL, LARRY W
		A			
565	09/30/04	17009-PCA	1,056 00	1,056 00	HELLENSTILL, RAY B
565	09/30/04	17017-PCA	1,107 50	1,107 50	NIELL, SHERRY L
565	09/30/04	17022-PCA	1,095 50	1,095 50	WADE, ALAN M
565	09/30/04	134211072-PC	1,030 00	1,030 00	TILLERY, HIRAM D
		A			
565	09/30/04	17021-PCA	1,092 00	1,092 00	TEFFTELLER, ALLEN K
***				41,645.46	
570	09/30/04	17028-PCA	1,485 00	1,485 00	MCJIMSEY, BRUCE F
570	09/30/04	134211078-PC	1,840 00	1,840 00	HODGES, RANDAL R
		A			
570	09/30/04	17027-PCA	825 00	825 00	MANNING, JAMES ROGER
570	09/30/04	134211080-PC	1,460 00	1,460 00	LOFTICE, MIKKI
		A			MICHELLE
570	09/30/04	134211081-PC	528 00	528 00	SMITH, BONNIE
		A			LORRAINE
570	09/30/04	134211079-PC	2,420 00	2,420 00	HUDGINS, ROYCE L
		A			III
570	09/30/04	17025-PCA	955 00	955 00	BERRY, DEBORAH DENISE
570	09/30/04	17029-PCA	2,445 00	2,445 00	RAY, JIMMY DARRELL
570	09/30/04	134211076-PC	1,103 75	1,103 75	GRANT, GLENDA ANN
		A			
570	09/30/04	134211077-PC	1,281 25	1,281 25	HANCOCK, KATHRYN B
		A			
570	09/30/04	134211075-PC	1,975 00	1,975 00	BROWN, CHRISTOPHER E
		A			
570	09/30/04	134211083-PC	2,640 00	2,640 00	SPIVEY, JOHN K
		A			
570	09/30/04	17030-PCA	930 00	930 00	WARREN, SHERRY L.
570	09/30/04	17026-PCA	1,660 00	1,660 00	GEE, LINDA H
570	09/30/04	134211082-PC	1,457 50	1,457 50	SMITH, TRACY B
		A			
***				23,005 50	
575	09/30/04	17031-PCA	1,270 00	1,270 00	HERNDON, LORIE A
575	09/30/04	134211084-PC	1,210 00	1,210 00	ALLEN, RALPH WAYNE
		A			
575	09/30/04	17032-PCA	352 00	352 00	HILL, JESSICA L
575	09/30/04	134211087-PC	1,943 00	1,943 00	WYLIE, MILTON J
		A			
575	09/30/04	134211085-PC	1,341 00	1,341 00	EDWARDS, SANDRA D
		A			
575	09/30/04	134211086-PC	1,482 00	1,482 00	SMITH, MELINDA L.
		A			
***				7,598.00	
580	09/30/04	134211088-PC	1,033 13	1,033 13	EDGE, PAMELA S
		A			
***				1,033 13	

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DEP.	Check Date	Check Number	GROSS PAY .	GROSS PAY	Issued to.....
611	09/30/04	17045-PCA	916 13	916 13	MARTIN, LISA A.
611	09/30/04	17035-PCA	900 38	900 38	BECK, EARNEST EARL
611	09/30/04	134211090-PC	967 65	967 65	BREWSTER, MICKEY C
		A			
611	09/30/04	17056-PCA	995 38	995 38	WRIGHT, JERRY D
611	09/30/04	134211092-PC	826 00	826 00	HOYE, EARNEST T
		A			
611	09/30/04	17057-PCA	546 70	546 70	YINGLING, GARY D
611	09/30/04	17052-PCA	785 38	785 38	TACKETT, CLIFFORD A
611	09/30/04	17037-PCA	511 20	511 20	CAMPBELL, THOMAS M
					JR
611	09/30/04	17036-PCA	582 20	582 20	BROWN, MARCUS A
611	09/30/04	134211091-PC	568 00	568 00	COUTON, JAMES C
		A			
611	09/30/04	17044-PCA	1,666 67	1,666 67	LYONS, DENNIS
611	09/30/04	17053-PCA	772 50	772 50	TENNISON, RICHARD
					EARL
611	09/30/04	17047-PCA	191 70	191 70	MERCER, GEORGE EUGENE
611	09/30/04	17042-PCA	582 20	582 20	HOLEMAN, LUTHER LYNN
611	09/30/04	17050-PCA	1,098 63	1,098 63	SMITH, EDDIE J.
611	09/30/04	17049-PCA	1,291 75	1,291 75	PENDARVIS, ABBOTT
					LYNN
611	09/30/04	17051-PCA	1,291 75	1,291 75	STOKER, JAMES LOUIS
611	09/30/04	17043-PCA	1,021 38	1,021 38	JEFFERY, DONALD RAY
611	09/30/04	17038-PCA	1,006 50	1,006 50	CROCKETT, HARRY JAMES
611	09/30/04	17041-PCA	881 50	881 50	GLENN, BILLY E.
611	09/30/04	17040-PCA	511 20	511 20	EDWARDS, GENERAL LEE
611	09/30/04	17058-PCA	943 88	943 88	YOUNG, JOEY A.
611	09/30/04	17055-PCA	933 00	933 00	WALTON, LLOYD H.
611	09/30/04	17046-PCA	785 38	785 38	MCCAULEY, JAMES L
611	09/30/04	17048-PCA	934 13	934 13	NELSON, WILLIAM B.
611	09/30/04	134211093-PC	998 50	998 50	RITTER, DON L.
		A			
611	09/30/04	134211089-PC	1,022 25	1,022 25	BLACKSTONE, WILLY PAT
		A			
611	09/30/04	17039-PCA	1,084 63	1,084 63	DAVIS, GARY W
611	09/30/04	17054-PCA	1,033 13	1,033 13	THOMPSON, DANNY R
611	09/30/04	17034-PCA	924 13	924 13	BARNES, MICHAEL H.
611	09/30/04	17033-PCA	975 63	975 63	ALBRIGHT, GAYLE DAVID
***				27,549.46	
642	09/30/04	134211094-PC	1,420 50	1,420 50	JOHNSON, GERALD DON
		A			
***				1,420 50	
650	09/30/04	134211095-PC	675 50	675 50	DAVIDSON, TINA J.
		A			
650	09/30/04	134211097-PC	1,341 58	1,341 58	SEMRAU, RUTH E
		A			
650	09/30/04	17061-PCA	157 08	157 08	WEATHERBY, STEVEN A

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
650	09/30/04	17059-PCA	144 20	144 20	KIZER, JAYNICE M
650	09/30/04	17060-PCA	931 25	931 25	SMITH, EMMA JEAN
650	09/30/04	17062-PCA	918 38	918 38	WILLIAMS, JANET C
650	09/30/04	134211096-PC	827 13	827 13	GILES, PEGGY J
A					
***				4,995 12	
665	09/30/04	134211098-PC	343 34	343 34	HILL, BRIAN K
A					
665	09/30/04	17064-PCA	343 34	343 34	WIGGINS, PAMELA ROCHELLE
665	09/30/04	17063-PCA	1,047 13	1,047 13	CAMPBELL, MARY ROSE
***				1,733 81	
				223,140.62	

210 records selected 210 values listed

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EMPLOYER - PAID
CONTRIBUTIONS

EMPLOYEE ID & NAME	TYPE	PAY COMPONENTS		EMPLOYER - PAID CONTRIBUTIONS			CURR	GTD	YTD
		CURR	YTD	TYPE	TXBL	AMOUNT			
TOTALS -- ALL DEPARTMENTS	411	50 00	900 00	FICA	13449 21	GROSS	223,140 62	1288546 71	3707812 44
	BAIL/H	0.00	0 00	INCLL	0.00	125AH	86 92	519 77	2225 71
Total # of Employees: 210	BALIFF	495.69	8,922 42	INLCO	0.00	125CL	220 79	1324 74	4438 62
Total # of Checks: 111	CCP/OT	840.00	9,205.00	MDCR	3145 33	125CO	3,889 15	26511.73	83359.72
Total # of DD Stubs: 99	CTFEES	0.00	3,268.48	RET	20630 30	125FC	195 39	1228 84	3035 62
Total # of Prenotes: 3	CTSECU	50 00	900.00			125NF	387 58	2268 98	7535 24
	DA/32	0.00	0 00			125TL	149 53	897 18	2141 04
	H	9,968.80	127,545.63			125UN	1,288.85	7758.10	20784.30
	J-IVE	1,473 25	24,868 50			DEFCD	262 21	1573 26	4719 78
	J-PSO	2,996.74	53,941.32			INSPF	140 92	845.52	3126.29
	J-PSP	811.26	14,602 68			RET	14,997 42	86376.31	251906.63
	J-SA	593 75	10,687.50			VALIC	220 00	1320 00	3960 00
	J-SAID	1,371 00	24,678 00			NET TXBL	201,442 78	1158767 80	3323705 78
	JPUV	184.82	3,326.76			FED W/H	17,297.60	97845.67	283693.99
	JUV	200 00	3,600.00			FICA TXBL	216,922 41	1248037 37	3584292.19
	LAWLIB	64.38	1,158 84			FICA	13,449.21	77378.59	222226 99
	LONG	1,598 00	27,512.00			MEDICARE	3,145 33	18096.47	51972.14
	PROB	18,905 00	333,736.50			EIC	0.00	0 00	0 00
	PROB/H	1,353 00	21,004 00			1012	88 00	528 00	1584 00
	PROB/O	1,907.50	21,157.50			1096	181 13	1086.78	3260.34
	SAL	178,350 60	982,114 37			1231	300.00	1800 00	5400 00
	SAL-M	469.14	8,444.52			441	85.50	513 00	1539 00
	SAL/91	0 00	0 00			791	162 50	975 00	2925 00
	SIAM	50 00	900 00			878	0 00	0 00	2435 70
	STATE	1,199 35	21,588 30			ALLTEL/PCA	0 00	0 00	0 00
	SUPP	208.34	3,750.12			INSAH	16 20	90 85	209 03
	COMP	0.00	0 00			INSL	27 04	162 24	398 32
	HOLIDA	0 00	0 00			INSCD	1,065 81	6657 16	16343.83
	SICK	0 00	-214 74			INSFC	70 75	424 50	698 00
	SICK/H	0.00	285 60			INSNF	89 68	538 08	982 44
	VAC	0.00	-12.53			INSTL	18 25	109 50	879 00
	VAC/H	0 00	3 15			IRS	0 00	0 00	0 00
						OTH	374 00	2244.00	7312 37
						PETP	1,772 50	10635.00	31905.00
						PFNB	2,110 00	12810.00	37380.00
						PGNB	720 00	4320 00	12960 00
						SUP10	125 00	750 00	2250 00
						SUPP9	130 00	780.00	2290.00
						TRUSTEE	110.50	663.00	773.50
						TRUSTEE/2	100.00	600.00	1800.00
						TRUSTEE/3	152 50	152 50	152 50
						TXGSLC	208 50	844 30	844 30
						NET PAY	159,501 86	917917 64	2628362 02

CHECK #.	CHECK DATE	VENDOR NAME	AMOUNT
130231-APC	09/30/04	NATIONWIDE RETIREMENT	262 21
130232-APC	09/30/04	FIRST NATIONAL BANK GILMER	33,189 08
130233-APC	09/30/04	FIRST NATIONAL BANK GILMER	17,297 60
130234-APC	09/30/04	HEALTHFIRST TPA	1,288 85
130235-APC	09/30/04	UPSHUR COUNTY IRC/125	387 58
130236-APC	09/30/04	UPSHUR COUNTY IRC/125	195 39
130237-APC	09/30/04	UPSHUR COUNTY IRC/125	86 92
130238-APC	09/30/04	UPSHUR COUNTY IRC/125	149 53
130239-APC	09/30/04	UPSHUR COUNTY IRC/125	220 79
130240-APC	09/30/04	UPSHUR COUNTY IRC/125	3,889 15
130241-APC	09/30/04	ATTORNEY GENERAL OF TEXAS	374 00
130242-APC	09/30/04	EAST TEXAS PROFESSIONAL	1,772 50
130243-APC	09/30/04	FIRST NATIONAL BANK	2,110 00
130244-APC	09/30/04	GILMER NATIONAL BANK	720 00
130245-APC	09/30/04	POLICE AND FIREMEN'S INS ASSOC	281 75
130246-APC	09/30/04	UPSHUR COUNTY INSURANCE ACCOUNT	1,065.81
130247-APC	09/30/04	OFFICE OF THE ATTORNEY GENERAL	125.00
130248-APC	09/30/04	TXCSDU	162 50
130249-APC	09/30/04	TXCSDU	88 00
130250-APC	09/30/04	TXCSDU	300.00
130251-APC	09/30/04	TXCSDU	181 13
130252-APC	09/30/04	TXCSDU	85 50
130253-APC	09/30/04	SHARON KEMP #0539655371	130 00
130254-APC	09/30/04	TEXAS COUNTY & DISTRICT RETIREMENT SYSTE	71,420 55
130255-APC	09/30/04	MICHAEL GROSS	110 50
130256-APC	09/30/04	MICHAEL GROSS	100 00
130257-APC	09/30/04	MICHAEL GROSS	152 50
130258-APC	09/30/04	TG	208 50
130259-APC	09/30/04	VALIC	220.00
Total for All Payments -			136,575 34

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

VOL 67 PG 610

FILED
 ROBIN L. BERG
 COUNTY CLERK
 28th SEP 30 P 4:29
 UPSHUR COUNTY, TX.
 DEPUTY

FY 2004
FROM

September 30, 2004
Page 1 of 2

LINE ITEM TRANSFER BUDGET AMENDMENTS
TO

VOI 67 PG 611

75-790-1300	Records Archive Fees Part-Time Employees	\$ 4,037 84	County Clerk 10-403-1200 Salary Regular	\$ 3,883.94
			10-403-1300 Parttime	\$ 153 90
10-409-3080	Non-Departmental Postage	\$ 5,106 05	Non-Departmental 10-409-2400 Workers Comp	\$ 45,034 10
10-409-3090	Post Office Box Rent	\$ 280 00	10-409-4140 Delinquent Tax Atty	\$ 10,224 72
10-409-3380	Other Operating	\$ 506 25	10-409-4410 Service Agreements	\$ 2,686.89
10-409-4010	Petit Jury	\$ 470 00	10-409-4495 Contracted Services	\$ 206.29
10-409-4175	Postmortem	\$ 6,605 87	10-409-4160 Audit & Acct	\$ 19 96
10-409-4200	Property & Gen Liab Ins	\$ 1,534 54		
10-409-4600	Dues	\$ 154 00		
10-409-4811	Indigent Cemetery	\$ 6,272 00		
10-409-4955	Contingency	\$ 12,711 20		
10-409-5100	Facilities Improvement	\$ 723 82		
10-409-5450	Furniture & Fixtures	\$ 9,671 00		
10-611-3340	Road & Bridge	\$ 14,137 23		
10-611-3340	Road & Bridge Long Distance	\$ 405 61	Telecommunications 10-410-4330 Local Telephone Serv	\$ 238 35
			10-410-4335 Long Distance	\$ 167 26
10-411-5200	Computer Computer Equipt	\$ 300 00	Computer 10-411-4495 Contracted Services	\$ 300 00
10-426-4121	County Court Ct appt juvenile	\$ 1,225 00	County Court 10-426-4110 Senate 7 bill appts	\$ 1,225 00
10-435-4010	District Court Petit Jury	\$ 6,103 35	District Court 10-435-2150 Soc Sec Tax	\$ 328 35
			10-435-4120 Ct Appt Civil	\$ 5,775 00
10-451-4800	JP #1 Building Lease	\$ 290 86	JP #1 10-451-4502 Education Exp	\$ 25 00
			10-451-4520 Travel & Mileage	\$ 265 86
10-452-4520	JP #2 Mileage	\$ 336 55	JP #2 10-452-3095 Books/publications	\$ 68 00
			10-452-4502 Education Exp	\$ 268 55
10-453-4520	JP #3 Mileage	\$ 32 38	JP #3 10-453-3010 Office Supplies	\$ 32 38
10-476-3030	DA Stationery	\$ 477 53	DA 10-476-2150 Soc Sec Taxes	\$ 701 04
10-476-3095	Books	\$ 92 00	10-476-2300 Retirement Match	\$ 899.38
10-476-3200	Gasoline	\$ 273 09	10-476-3010 General Office Sup	\$ 211 83
10-476-3420	Vehicle Repairs	\$ 536 83	10-476-4145 Transcripts	\$ 172 30
10-476-4135	Court Costs	\$ 500 00	10-476-4502 Education Exp	\$ 576 02
10-476-4230	Bonds	\$ 600 00		
10-435-4125	115th District Ct Capital Murder Tnal Exp	\$ 13,123 12	10-476-4485 Investigative	\$ 13,042 00
10-495-3095	County Auditor Books	\$ 24 99	County Auditor 10-495-4495 Office Supplies	\$ 24 99
10-499-4230	Tax Assessor Bonds	\$ 49 79	Tax Assessor 10-499-4502 Education	\$ 49.79
10-611-3200	Road & Bridge Gasoline	\$ 677 92	Appraisal District 10-505-4640 Appr Dist Pro-Rata	\$ 677.92

10-509-1300	9-1-1 Mapping Parttime	\$ 155 02	10-509-3200	9-1-1 Mapping Gasoline	\$ 155.02
10-510-5100	County Buildings Facilities Improvement	\$ 8,338 11	10-510-4310	County Buildings Water, sewer	\$ 4,156.80
			10-510-4495	Contracted Services	\$ 4,181.31
10-552-3200	Constable #2 Education Expense	\$ 62 06	10-554-3200	Constable #4 Gasoline	\$ 62 06
10-560-3110	County Sheriff Uniforms	\$ 2,734 18	10-560-3030	County Sheriff Stationery	\$ 71 51
			10-560-3105	Investigative	\$ 1,561 25
			10-560-3145	Guns/ammo	\$ 760 42
			10-560-3200	Gasoline	\$ 31 19
			10-560-3220	Oil, grease	\$ 88 35
			10-560-3420	Vehicle Repair	\$ 221 46
10-611-3340	Road & Bridge Road Oil	\$ 67,218 39	10-611-3210	County Jail See Attached	\$ 67,218 39
10-611-5000	Road & Bridge 106113340	\$ 12,319 46	10-611-3380	Road & Bridge Diesel	7,394 86
			10-611-3390	Misc Exp	61 69
			10-611-4700	Hand Tools	762 91
				Eqpt Lease	4,100 00
10-510-5100	Non-Departmental Facilities Improvement	\$ 12,951 43	10-642-4801	Indigent Health Physician	\$ 812 43
			10-642-4803	Hospital Charges	\$ 12,139 00
10-650-1200	Library Services Salary Regular	\$ 365 65	10-650-1300	Library Services Part-Time Employees	\$ 365 65
10-650-4300	Electricity	\$ 503 12	10-650-5475	Library Materials	\$ 503 12
10-665-4520	Extension Service Mileage	\$ 149 12	10-665-4502	Extension Service Education	\$ 149 12
86-400-2900	Insurance Claims	\$ 49,748 08	86-400-2930	Insurance Premiums	\$ 49,748 08

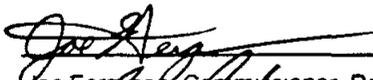
These budget amendments were approved on this the 30th day of September, 2004



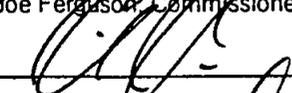
 Dean Fowler, County Judge



 Joe Orms, Commissioner, Pct #1



 Joe Ferguson, Commissioner, Pct #2



 Rick Jackson, Commissioner, Pct #3



 Gary Drennan, Commissioner, Pct #4

FILED
 COUNTY CLERK
 COUNTY CLERK
 SEP 30 P 11:29
 UPSHUR COUNTY, TX.
 BY _____
 CLERK

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

Current YTD Expenditures

10 - GENERAL FUND - COUNTY JAIL

Account.....	Orig Budget	Curr Budget	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	XRm
565-1200 Salary Regular Employee	957,280	920,476	957,893.90	0.00	957,893.90	-37,417.80	-4
565-1300 Part-Time Employees	0	41,247	43,168.62	0.00	43,168.62	-1,921.42	-5
565-2150 Soc Sec Taxes	73,232	72,184	75,119.75	0.00	75,119.75	-2,936.03	-4
565-2300 Retirement Match	90,654	92,037	95,709.83	0.00	95,709.83	-3,672.52	-4
565-2450 Unemployment Comp	3,500	3,870	3,870.25	0.00	3,870.25	0.00	0
565-3010 General Office Supplies	5,000	2,723	2,722.84	0.00	2,722.84	0.00	0
565-3096 Audio & Visual Materials	0	0	0.00	0.00	0.00	0.00	***
565-3105 Investigative	0	4,550	4,550.00	0.00	4,550.00	0.00	0
565-3110 Uniforms & Accessories	5,000	885	884.59	0.00	884.59	0.00	0
565-3115 Personal Items	2,000	708	953.42	0.00	953.42	-245.80	-35
565-3120 Linens & Bedding	4,500	728	728.25	0.00	728.25	0.00	0
565-3125 Prescriptions	48,000	17,437	17,437.23	0.00	17,437.23	0.00	0
565-3130 Jail Clothing	6,000	660	660.42	0.00	660.42	0.00	0
565-3135 Food	200,000	224,294	238,962.85	0.00	238,962.85	-14,669.01	-7
565-3380 Misc. Expenses	5,000	3,453	3,516.64	0.00	3,516.64	-63.63	-2
565-3420 Vehicle Repair & Maint.	3,000	3,007	2,938.89	67.90	3,006.79	0.00	0
565-3480 Janitorial Supplies	17,500	22,828	23,943.28	0.00	23,943.28	-1,115.41	-5
565-4185 Psychological	0	75	75.00	0.00	75.00	0.00	0
565-4460 Radio & Teletype Maint	2,000	1,411	661.00	750.00	1,411.00	0.00	0
565-4480 Labor	0	0	0.00	0.00	0.00	0.00	***
565-4495 Contracted Services	3,000	7,161	7,390.98	0.00	7,390.98	-229.88	-3
565-4501 Transporting Prisoners	4,000	7,183	8,480.40	0.00	8,480.40	-1,297.59	-18
565-4502 Educational Expense	2,500	4,570	4,872.78	0.00	4,872.78	-302.60	-7
565-4600 Association Dues	0	0	0.00	0.00	0.00	0.00	***
565-4625 Ambulance Services	0	0	0.00	0.00	0.00	0.00	***
565-4700 Equipment Lease	0	0	0.00	0.00	0.00	0.00	***
565-4860 Prisoner Medical	78,000	125,644	128,760.89	0.00	128,760.89	-3,117.33	-2
565-4861 Prisoner Nurse	13,000	0	0.00	0.00	0.00	0.00	***
565-4865 Employee Medical Exam	1,000	731	941.00	0.00	941.00	-210.00	-29
565-5100 Facilities Improvement	0	0	0.00	0.00	0.00	0.00	***
565-5350 Communication Equipment	0	0	19.37	0.00	19.37	-19.37	***
565-5425 Photography & Video Equip.	0	0	0.00	0.00	0.00	0.00	***
565-5450 Furniture & Fixtures	0	0	0.00	0.00	0.00	0.00	***
565-5500 Vehicles	0	0	0.00	0.00	0.00	0.00	***
565-5750 Miscellaneous Equipment	3,000	260	260.00	0.00	260.00	0.00	0
TOTAL COUNTY JAIL	1,527,166	1,558,122	1,624,522.18	817.90	1,625,340.08	-67,218.39	-4

FILED
 ROBERT ROYCE
 COUNTY CLERK
 2004 SEP 30 P 4:29
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

TREASURER'S MONTHLY REPORT

By Myra Harris, County Treasurer
Aug 1 thru Aug 31, 2004

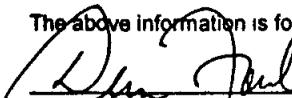
	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Acct	\$ 6,281,713.03	\$ 622,481.44	\$ 658,991.87		\$ 468,945.39	\$ 5,776,257.21	\$ 2,909,499.36	\$ 2,389,499.36	\$ 36,864.45	\$ 5,739,392.76	\$ 5,776,257.21
Insurance Acct	\$ 1,612.08	\$ 32,381.20	\$ 55,749.54	\$ 23,000.00		\$ 1,243.72			\$ 1,243.72		\$ 1,243.72
IRC125 Acct	\$ 3,788.52	\$ 11,330.87	\$ 11,330.87			\$ 3,788.52	\$ -	\$ -	\$ 3,788.52	\$ -	\$ 3,788.52
Ins. Clearing	\$ 10,420.11	\$ 4,095.76	\$ 135,406.41	\$ 125,417.13		\$ 4,526.59	\$ -		\$ 4,526.59	\$ -	\$ 4,526.59
Payroll Clearing	\$ 1,000.00	\$ -	\$ 320,528.26	\$ 320,528.26		\$ 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	\$ 26,450.00	\$ 26,450.00			\$ 0.00			\$ 0.00		\$ 0.00
Totals	\$ 6,298,533.72	\$ 696,739.27	\$ 1,208,456.95	\$ 468,945.39	\$ 468,945.39	\$ 5,786,816.04	\$ 2,909,499.36	\$ 2,389,499.36	\$ 47,423.28	\$ 5,739,392.76	\$ 5,786,816.04

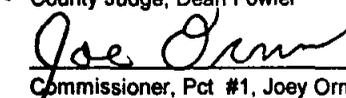
INDEBTEDNESS

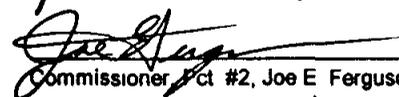
1997 Certificate of Obligations \$ 2,610,000.00
Bank Property (Reissued @4.5147%) GNB \$ 29,518.28

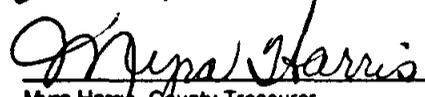
TOTAL INDEBTEDNESS \$2,639,518.28

The above information is found to be true and correct

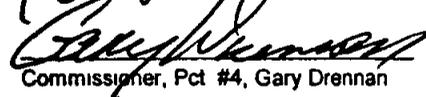

County Judge, Dean Fowler


Commissioner, Pct #1, Joey Orms


Commissioner, Pct #2, Joe E. Ferguson


Myra Harris, County Treasurer


Commissioner, Pct #3, Rick Jackson


Commissioner, Pct #4, Gary Drennan

Submitted under the provision of the Local Government Code Section 114.026

VOL 67 PG 619

Investment Register on back

UPSHUR COUNTY INVESTMENT ACTIVITY FOR AUGUST, 2004

CD#	ACCOUNT	AMOUNT	PURCHASED	%RATE	MATURITY	DAYS	EARNED INTEREST
35873	Operating	\$500,000.00	6-Feb-04	1.90	31-Aug-04	207	\$1,431.51
35867	Operating	\$400,000.00	2-Feb-04	1.85	16-Aug-04	197	\$892.05
35878	Operating	\$200,000.00	18-Feb-04	1.89	15-Sep-04	210	\$321.04
35940	Operating	\$250,000.00	27-Feb-04	1.89	15-Sep-04	201	\$388.36
35963	Operating	\$250,000.00	31-Mar-04	1.89	30-Sep-04	183	\$401.30
35960	Operating	\$100,000.00	26-Mar-04	1.89	30-Sep-04	188	\$155.34
35972	Operating	\$100,000.00	23-Apr-04	1.93	12-Aug-04	111	\$100.47
35895	Tobacco	\$755,746.48	15-Apr-04	1.92	12-Oct-04	180	\$1,232.38
35977	Operating	\$200,000.00	30-Apr-04	2.01	30-Sep-04	153	\$341.42
35978	Operating	\$225,000.00	30-Apr-04	2.06	29-Oct-04	182	\$393.66
36026	Operating	\$400,000.00	17-Jun-04	2.57	14-Oct-04	119	\$873.10
36028	Permanent School	\$1,134,499.36	23-Jun-04	2.47	23-Aug-04	61	\$2,303.19
36055	Operating	\$400,000.00	30-Jun-04	2.47	31-Aug-04	62	\$839.12
36061	Available School	\$241,749.79	8-Jul-04	2.48	14-Oct-04	98	\$525.62
36062	Operating	\$100,000.00	8-Jul-04	2.48	29-Oct-04	113	\$217.42
36071	Operating	\$300,000.00	15-Jul-04	2.38	30-Sep-04	77	\$625.97
36072	Operating	\$250,000.00	15-Jul-04	2.48	29-Oct-04	106	\$543.56
36085	Operating	\$200,000.00	30-Jul-04	2.28	16-Aug-04	17	\$212.38
36086	Operating	\$250,000.00	30-Jul-04	2.38	15-Sep-04	47	\$521.64
36107	Operating	\$300,000.00	16-Aug-04	2.41	15-Oct-04	60	\$0.00
36108	Operating	\$175,000.00	16-Aug-04	2.21	31-Aug-04	15	\$158.94
36116	Operating	\$180,000.00	19-Aug-04	2.57	30-Nov-04	103	\$0.00
36120	Permanent School	\$1,134,499.36	23-Aug-04	2.57	23-Nov-04	92	\$0.00
TOTALS		\$8,046,494.99					\$12,478.47

FILED
 ROBIN ROSENBERG
 COUNTY CLERK
 2004 SEP 30 P 4: 28
 UPSHUR COUNTY, TX
 BY _____
 DEPUTY

VOL 67 PG 615

APPLICATION FOR FILLING ABANDONED WELL

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

ROBERT J. MENDEGG
COUNTY CLERK
2004 SEP 30 P 4: 29
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Re: Abandoned well owned by: Billy Sigman
8276 Lakeside Drive
Ore City, Texas 75683

On Lakeside Drive.

GENTLEMEN:

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

Respectfully yours,

Billy Sigman

PRECINCT 2

DATE: February 24, 2004

APPROVED REJECTED _____

Dean Fowler
County Judge, Dean Fowler

Joe Orms
Commissioner, Prec. #1, Joe Orms

Buddy Ferguson
Commissioner, Prec. #2, Buddy Ferguson

Rick Jackson
Commissioner, Prec. #3, Rick Jackson

Gary Drennan
Commissioner, Prec. #4, Gary Drennan

FILED
ROBIN RODENBERG
COUNTY CLERK

2004 SEP 30 P 4:29

UPSHUR COUNTY, TX.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }
COUNTY OF UPSHUR }

BY _____
KNOW ALL MEN BY THESE PRESENTS: DEPUTY

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

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths):
1/2 mile on Kelsey Creek, 1/2 mile on Lobnitz Road & 1/4 mile on Coy Road

2.

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

3.

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

4.

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

5.

First Party agrees to POST SURVEY BOND in the amount of \$--0--, to Upshur County Commissioners' Court to insure performance of agreement.

6.

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

N&A General Contractors

By *Donny Howard* *Dean Fowler*

First Party Signature

County Judge - Dean Fowler

Rt 2 Box 1112

Street or Box

Joe Orms

Commissioner, Prec. 1 - Joe Orms

Mt Pleasant, W
75455

City, State and Zip Code

Joe E. Ferguson

Commissioner, Prec. 2 - Joe E. Ferguson

903-572-6053

Telephone

Rick Jackson

Commissioner, Prec. 3 - Rick Jackson

Hersche Kingfield

Timber Tract

Gary Drennan

Commissioner, Prec. 4 - Gary Drennan

9/30/04

Date Signed

Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

Property off of Brent Yochum VOL 67 PG 619
Mailing Address: _____
2600 Aspen Tr
Telephone No. 903 6790-1235

LETTER AGREEMENT

2004 SEP 30 P 4:29
UPSHUR COUNTY, TX.

Date: 9-27, 2002

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

Brent Yochum

UPSHUR COUNTY

By [Signature]
Its County Judge

[Signature]
[Signature]

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

FILED
ROBIN ROSENBERG
COUNTY CLERK

2004 SEP 30 P 4:29

UPSHUR COUNTY, TX.

DATE 9-16-04

Formal notice is hereby given that E TEX TELEPHONE COOP, whose principal address is 155 North Gilmer Tx, does hereby purpose to place a culvert within the ROW of County Road Mule Deer. 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 1 day of October. I, Dennis P. Younger, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: Dennis P. Younger
TELEPHONE: 903-797-3600

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 _____, except as noted below:

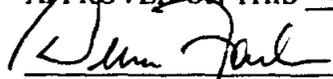
It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add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

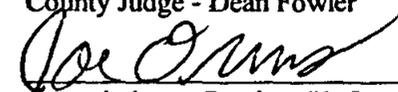
All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this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

1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.
4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.

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

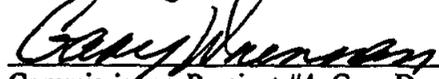
APPROVED ON THIS 30 DAY OF SEPTEMBER, 2004.


County Judge - Dean Fowler


Commissioner, Precinct #1, Joe Orms


Commissioner, Precinct #2, Joe Ferguson


Commissioner, Precinct #3, Rick Jackson


Commissioner, Precinct #4, Gary Drennan

271

20' Culvert

Midway

271

271

271

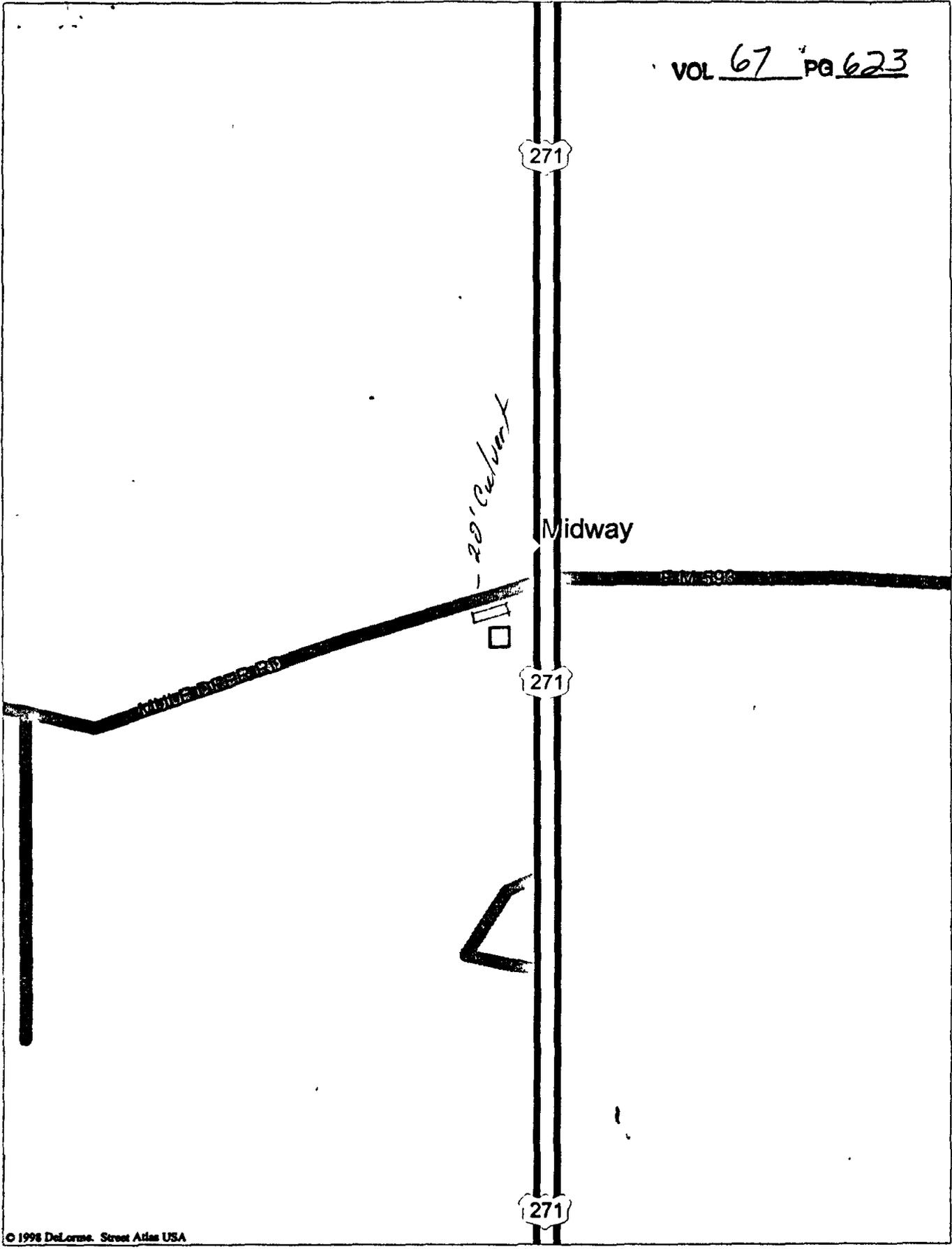
- 20' Culvert

Midway

HW 596

271

271



271

- 20' culvert

Midway

F-M 593

MULE DEER RD

271

271

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

VOL 67 PG 625

PRECINCT 2

DATE February 24, 2004

Formal notice is hereby given that Billy Sigman, whose principal address is 8276 Lakeside Drive, does hereby purpose to place a culvert within the ROW of County Road Lakeside Drive. 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 24th day of February, 2003. I, Billy Sigman, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: Billy R. Sigman
TELEPHONE: 903-968-4390

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 February 24, 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.

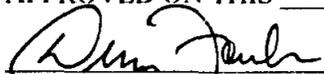
All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this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

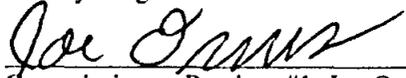
1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed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

FILED
ROBIN FOSTER/BERG
COUNTY CLERK
2004 SEP 30 P 4:29
UPSHUR COUNTY, TX.
BY _____
DEPUTY

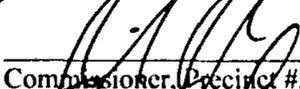
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right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

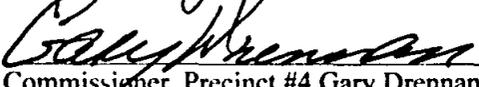
APPROVED ON THIS 30 DAY OF SEPTEMBER, 2004.


County Judge -Dean Fowler


Commissioner, Precinct #1, Joe Orms


Commissioner, Precinct #2, Joe Ferguson


Commissioner, Precinct #3, Rick Jackson


Commissioner, Precinct #4, Gary Drennan

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

FILED
ROBIN POLEBERG
COUNTY CLERK
2004 SEP 30 P 4:20
UPSHUR COUNTY, TX.
BY _____
DEPUTY

PRECINCT 2 DATE September 13, 2004

Formal notice is hereby given that Mark Howard, whose principal address is 13170 Ashland Heights, does hereby purpose to place a culvert within the ROW of County Road 13921 Shamrock Road. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of September, 2004. I, Mark Howard hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: Mark Howard
TELEPHONE 903-777-4011

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated September 13, 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.

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

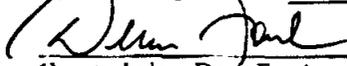
10. Where evidence is presented indicating the impracticability of boring or tunneling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible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

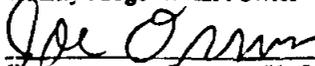
11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct

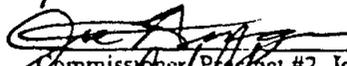
12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the road, bridges or right of way structure, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

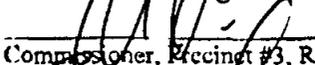
13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of inspection

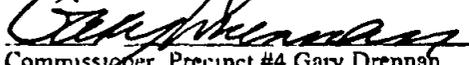
APPROVED ON THIS 30 DAY OF SEPTEMBER, 2004.


County Judge - Dean Fowler


Commissioner, Precinct #1, Joe Orms


Commissioner, Precinct #2, Joe Ferguson


Commissioner, Precinct #3, Rick Jackson


Commissioner Precinct #4, Gary Drennah

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

FILED
ROBIN ROSENBERG
COUNTY CLERK

DATE: 9 29 04 P 11: 29

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

EXPIRES: UPSHUR COUNTY, TX.

BY: _____
DEPUTY

Formal notice is hereby given that ENBRIDGE PIPELINES (NE TEXAS) L.P.
proposes to place TWO (2) 2" ID PIPELINES ~~line~~ within the right-of-way of
County Roads S. MONTGOMERY AND NEWSOME as follows:

BOTH LINES WILL BE LOCATED WITHIN EXISTING
PIPELINE RIGHT-OF-WAY. BOTH ROAD CROSSINGS
WILL BE BORED.

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 4TH day of OCTOBER, 2004.

Firm ENBRIDGE PIPELINES (NE TEXAS) L.P.
By JACK LANGSTON
Title AGENT
Address 540 PRIVATE RD. 2297
LONGVIEW, TX 75604

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

APPROVAL

TO ENBRIDGE PIPELINES (NE TEXAS) L.P.
ATTN: STEVE CARTER, ROW MANAGER
540 PRIVATE ROAD 2297
LONGVIEW, TX 75604

DATE 9-29-04

The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed ROAD CROSSINGS WITH TWO (2) 2" ID PIPELINES line as shown by accompanying drawings and notice dated 9-29-04, except as noted below.

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

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

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

APPROVED. [Signature]
Chairperson, Upshur County Commissioners Court

[Signature]
[Signature]
[Signature]

HART INTERCIVIC, INC

SERVICE LEVEL AGREEMENT (MASTER AGREEMENT #UPSH-2004-01)

This section contains confidential and proprietary material

1. PURPOSES AND SCOPE

This Service Level Agreement sets forth the terms of the maintenance services available to Client from Hart InterCivic, Inc, a Texas corporation ("Hart") Hart will perform the maintenance services selected in and on the terms and conditions set forth in the Application Software License Agreement and Software Sublicense Agreement by and between Hart and Client (the "License Agreements") and as described herein

2 AVAILABLE SERVICES

Hart offers 3 levels of maintenance services

2.1 Level ONE, Basic Level of Service This is the most basic level of maintenance services available to Client under this Service Level Agreement and is further described in Section 3, Level ONE, Basic Level of Service

2.2 Level TWO, Optional Extended Support Hart provides optional on-site maintenance services Maintenance services under Level TWO, Optional Extended Support, include all maintenance services under Level ONE, Basic Level of Service and the additional maintenance services described in Section 4, Level TWO, Optional Extended Support

2.3 Level THREE, Optional Extended Support Hart provides optional on-site maintenance services Maintenance services under Level THREE Optional Extended Support, include all maintenance services under Level ONE, Basic Level of Service and the additional maintenance services described in Section 5, Level THREE, Optional Extended Support

3 LEVEL ONE - BASIC LEVEL OF SERVICE

3.1 Base Mandatory Services Level ONE, Basic Level of Service is included in the Annual License/Maintenance/Support Fees and Annual Sublicense/Maintenance Fees payable pursuant to the License Agreements During the term of the License Agreements, Hart will provide Level ONE, Basic Level of Service with respect to the Hart Proprietary Software and Sublicensed Software

3.2 Client Support Manager Hart will designate a Client Support Manager ("CSM") The CSM will maintain close contact with Client through frequent communication The CSM will be responsible for managing delivery of the maintenance services

3.3 Client Support Center The Client Support Center ("CSC") is the primary point of Client contact for all support CSC consultants provide responses to support requests received from system users and system administration personnel When initiating a support request, Client should communicate to the CSC the

information in the Client Service Request Form ("CSR")

(a) The primary means of contacting Hart's CSC during normal operating hours is via telephone through the toll-free client support line Outside of normal operating hours or if all CSC consultants are busy, the client support line will prompt callers to leave a voice mail message that will, in turn, activate a page to a CSC consultant

(b) A dedicated, toll-free client support fax line is available 24 hours a day, 7 days a week, as is e-mail access

3.4 CSC Hours of Operation Normal operating hours for the CSC are 7:00 AM to 7:00 PM Central Time, Monday through Friday, except for Hart company holidays

3.5 CSC Response Goals

(a) Upon receipt of a CSR, a CSC consultant will review the information and assign a severity for urgency of response according to the following list

Severity	Type of Problem/Request
1	System is down, or major critical functionality is not operating
2	Non-critical but major functionality or hardware is inoperative
3	System feature or minor hardware is malfunctioning or inoperative
4	Cosmetic in nature

(b) A CSC consultant will communicate to Client a Response based upon the severity of the problem "Response" is defined as a communication with Client of the status of problem analysis and potential remedies or workarounds The Response goals for a CSR received during normal working hours are shown in the following table

Severity	Response Goal
1	Within 1 hour
2	Within 4 hours
3	Within 2 business days
4	Will determine if it should be included in a future maintenance release

(c) Responses to a CSR received via voice mail/pager, fax or e-mail during other than normal operating hours may be delayed unless previous arrangements have been made for standby support resources

3.6 CSC Request Escalation

(a) Upon receipt of a Severity 1 CSR, the CSC manager will be notified to insure that appropriate Hart resources are focused on returning the affected system

HART INTERCIVIC, INC

SERVICE LEVEL AGREEMENT (MASTER AGREEMENT #UPSH-2004-01)

This section contains confidential and proprietary material

to operation as soon as possible

(b) A severity 2 CSR not resolved within 2 hours of notification to the CSC will be escalated for assistance by an appropriate subject matter expert or Hart functional area supervisor/manager to conduct further troubleshooting or corrective action

(c) Client will be notified of the current status and projected closure target on each unresolved CSR, which will be tracked and reported until resolved

3.7 Remote Diagnostics The CSC consultant, subject matter expert, CSM or other Client support personnel may utilize remote dial-in capability to assist with system diagnosis and/or corrective action. Client direct participation may or may not be required during remote dial-in operations. However, in either case, all use of remote dial-in capability will be coordinated with the Client in advance.

3.8 Supplements and Custom Programming are Excluded

(a) From time to time, Hart may make available computer programs that are compatible with the Hart Proprietary Software and which supplement the Hart Proprietary Software and third parties may make available computer programs which are compatible with the Sublicensed Software and which supplement the Sublicensed Software. **SUPPLEMENTS ARE NOT LICENSED OR SUBLICENSED UNDER THE LICENSE AGREEMENTS AND WILL NOT BE PROVIDED WITH MAINTENANCE RELEASES**. Subject to availability and compatibility, Client may license or sublicense supplements by written amendment to such License Agreements. All licenses and sublicenses of supplements will include additional charges.

(b) Maintenance services do not include custom programming.

3.9 Hart Proprietary Software Maintenance and Support The terms of this section apply to maintenance of Hart Proprietary Software.

(a) Client's designated CSM will manage delivery of Hart Proprietary Software maintenance releases or updates in accordance with the provisions of the applicable License Agreements and this Description of Maintenance Services.

(b) Maintenance releases will be deployed on an "as-required" basis as determined by Hart. Maintenance releases for Hart interface programs and/or supplementary applications, that are not part of the main application (e.g. interfaces with mainframe programs, index or image conversion programs, export programs,

etc.), will also be developed and deployed on an "as required" basis as determined by Hart.

(c) Hart may include, at its sole discretion, in its maintenance releases, software modifications and enhancements, which enhance the functionality of the software.

(d) Release notes will be provided simultaneously with delivery of the release to Client to include all issues and corresponding resolutions contained in the maintenance release.

(e) Client may submit recommended software application enhancements to be considered for inclusion in future software maintenance releases.

(f) Hart reserves the right to decline acceptance of software modifications recommended or requested by Client. Hart also reserves the right to determine the conditions under which approved modifications will be delivered.

(g) Hart Proprietary Software maintenance includes the correction of material defects, malfunctions or failures that result in the Hart Proprietary Software failing to perform substantially according to the performance specifications provided by Hart when used properly under normal use and conditions.

(i) Client shall fully inform Hart immediately of any such defects, malfunctions or failures. [Upon receipt of such notice, Hart will commence to fix or replace the Hart Proprietary Software or provide a suitable workaround, as herein provided. Hart will make a good faith effort to provide the fix, replacement or workaround as soon as is reasonably possible, taking into consideration the applicable Severity level.]

(ii) Client shall provide Hart with a list of output and any other data, including databases and backup systems, that Hart reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

(iii) Client shall provide Hart and its agents access to all Client's facilities, hardware, personnel and data, physically at the hardware site and, if requested by Hart, through modem telephone connection, to permit Hart to perform its maintenance services.

(h) Hart Proprietary Software maintenance includes any updates to the Hart Proprietary Software developed by Hart. Updates consist of any enhancements, corrections, modifications and additions to the Hart Proprietary Software. Use of updates with or in place of the Hart Proprietary Software will be fully governed by and subject to the terms of the applicable License Agreements and this Description of

HART INTERCIVIC, INC.

SERVICE LEVEL AGREEMENT (MASTER AGREEMENT #UPSH-2004-01)

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Maintenance Services Any portion of the Hart Proprietary Software replaced by updates, and all copies thereof, will be destroyed (with certification of destruction provided to Hart) or returned to Hart, at Hart's option.

3.10 Non-Hart Sublicensed Software Maintenance and Support. The terms of this section apply to maintenance of Sublicensed Software. Hart does not provide maintenance of any other non-Hart software.

(a) Client's designated CSM will manage delivery of Sublicensed Software maintenance releases or updates in accordance with the provisions of the applicable License Agreements and this Description of Maintenance Services.

(b) Maintenance of Sublicensed Software will be accomplished on an "as required" basis as determined by Hart and the software licensor.

(c) Sublicensed Software maintenance will be provided only to the extent offered by the licensor of the Sublicensed Software. Hart will not be responsible for any software programming with respect to the Sublicensed Software or for software fixes or replacements except to the extent available from the licensor.

(d) Client shall fully inform Hart immediately of any defects, malfunctions or failures in the Sublicensed Software. Upon receipt of such notice, Hart will contact the licensor and seek a fix or replacement of the Sublicensed Software. Client shall provide Hart and the licensor with a list of output and any other data, including databases and backup systems, that Hart reasonably may request in order to reproduce operating conditions similar to those present when the error occurred. Client shall provide Hart, the licensor and their agents access to all Client's facilities, hardware, personnel and data, physically at the hardware site and, if requested by Hart, through modem telephone connection, to permit Hart and the licensor to perform the maintenance services.

(e) If a Sublicensed Software failure occurs, Hart will make a good faith effort to obtain a fix, replacement or suitable workaround of the Sublicensed Software from the licensor as soon as is reasonably possible, taking into consideration the applicable Severity level.

(f) Sublicensed Software maintenance includes any updates to the Sublicensed Software developed by the licensor and which are made available to the Client. Updates consist of any enhancements, corrections, modifications and additions to the Sublicensed Software. Use of updates with or in place of the Sublicensed Software will be fully governed by and

subject to the terms of this Service Level Agreement. Any portion of the Sublicensed Software replaced by updates, and all copies thereof, will be destroyed (with destruction certified to Hart) or returned to Hart, at Hart's option.

3.11 Exclusions. Hart will not provide maintenance or support of any hardware or non-Hart software (unless it is Sublicensed Software).

3.12 Other Services. Any additional support and professional services will be under a separate Services Agreement and will be priced and billed as provided for in the Services Agreement, in addition to the Annual Maintenance/ Support fees.

4 LEVEL TWO - OPTIONAL EXTENDED SUPPORT

4.1 Selection of Optional Service Level. Level TWO, Optional Extended Support, is optional and will only be provided if selected by Client.

4.2 Basic Level of Service, Level ONE Included. All of the maintenance services and related terms stated in Section 3 and included in Level ONE, Basic Level of Service are provided and apply in Level TWO, Optional Extended Support.

4.3 Semi-Annual System Tuning and Site Visitation. Hart support technicians will perform the following system tuning and monitoring in conjunction with two semi-annual site visits:

(a) Scope of Work

(i) **Database Maintenance.** Evaluate free space, assign additional disk space (as required), review and evaluate log files, remove unneeded (clean up) log file information.

(ii) **Hardware (Server) Maintenance.** Perform system performance diagnostics, review setup and procedures for system backup, run tape drive diagnostics, clean tape drive read-write heads, test restore from backup, check uninterrupted power supply, modem / dial-in capability, heat sink and cooling fan, check all server cable connections and performance of server monitor and input devices, and test PC restore from ghost image stored on server.

(iii) **Install Software Maintenance Releases or Updates.** As time and resources permit, install software releases provided pursuant to maintenance services.

(iv) **Documentation.** Produce a report of the tasks accomplished and the results achieved / observed.

(v) **Other Services.** Any additional support and professional services will be mutually agreed and

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performed under a separate Services Agreement and will be priced and billed as provided for in the such agreement, in addition to the fees charged for Level TWO Optional Extended Support

(b) Scheduling

(i) Client's designated CSM will coordinate and schedule system tuning and site visits with Client

(ii) The initial site visit should be accomplished within 6 months of the effective date of an agreement to provide Level TWO maintenance services. The CSM and Client will schedule subsequent semi-annual site visits jointly

(iii) When possible, system tuning and site visit work will be accomplished during Client's normal business hours

4.4 Semi-Annual Report of Client CSC Activities

(a) The CSC staff will produce semi-annual reports concerning Client's interaction with the CSC

(b) Reports will include number of CSRs initiated by Client, status of CSRs, trends in type of support requested, CSR response and problem resolution performance, and Client satisfaction

5 LEVEL THREE - OPTIONAL EXTENDED SUPPORT

5.1 Selection of Optional Service Level Level THREE, Optional Extended Support, is optional and will only be provided if selected by Client

5.2 Basic Level of Service, Level ONE Included All of the maintenance services and related terms stated in Section 3 and included in Level ONE, Basic Level of Service are provided and apply in Level THREE, Optional Extended Support

5.3 Quarterly System Tuning and Site Visit Hart support technicians will perform the following system tuning and monitoring in conjunction with four quarterly site visits,

(a) Scope of Work

(i) Database Maintenance Evaluate free space, assign additional disk space (as required), review and evaluate log files, remove unneeded (clean up) log file information.

(ii) Hardware (Server) Maintenance Perform system performance diagnostics, review setup and procedures for system backup, run tape drive diagnostics; clean tape drive read-write heads, test restore from backup, check uninterrupted power supply, modem / dual-in capability, heat sink and cooling fan; check all server cable connections and performance of

server monitor and input devices, and test PC restore from ghost image (stored on server)

(iii) Install Software Maintenance Releases or Updates As time and resources permit, install software releases provided under this Service Level Agreement

(iv) Documentation Produce a report of the tasks accomplished and the results achieved / observed

(v) Other Services. Any additional support and professional services will be under a separate Services Supplemental Agreement and will be priced and billed as provided for in the Services Supplemental Agreement, in addition to the fees for Level THREE Optional Extended Support.

(b) Scheduling

(i) Client's designated CSM will coordinate and schedule system tuning and site visits with Client

(ii) The initial site visit should be accomplished within two (2) months of the effective date of an agreement to provide Level THREE maintenance services. The CSM and Client will schedule subsequent quarterly site visits jointly

(iii) When possible, system tuning and site visit work will be accomplished during Client's normal business hours

5.4 Quarterly Report of Client CSC Activities

(a) The CSC staff will produce quarterly reports concerning Client's interaction with the CSC

(b) Reports will include number of CSRs initiated by Client, status of CSRs, trends in type of support requested, CSR response and problem resolution performance, and Client satisfaction.

6 EXCLUSIONS

SECTIONS 3.8 AND 3.11 OF THIS DESCRIPTION OF MAINTENANCE SERVICES AND CERTAIN SECTIONS OF THE LICENSING AGREEMENTS LIMIT THE MAINTENANCE SERVICES TO BE PERFORMED BY HART

7 CLIENT RESPONSIBILITIES

7.1 Systems Operation. Client retains responsibility for the day-to-day management of the system and software, including the backup system

7.2 Specific Responsibilities. Client is responsible for its obligations under the Licensing Agreements and the following items:

(a) Client Contact Point ("CCP"). Client will designate, in writing, a primary and at least one

HART INTERCIVIC, INC

SERVICE LEVEL AGREEMENT (MASTER AGREEMENT #UPSH-2004-01)

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alternate Client Contact Point who will serve as the primary interface between Hart's support team and Client. The responsibilities of the CCP include the following

(i) Provide Client contact information and inform Hart of any changes before they occur

(ii) Ensure basic troubleshooting and a complete analysis of system problems using internal Client resources prior to referring a problem to Hart

(iii) Before submitting a support request to the CSC, gather and record the information needed to fill out a CSR

(iv) Contact the CSC and provide the CSR information and any amplifying data to the CSC consultant

(v) Coordinate Client activities required to assist the CSC in resolving the problem

(vi) Serve as a liaison and primary point of Client contact for the CSM

(vii) Complete Change Request Forms and provide them to the CSM to initiate system or software modifications

(viii) Insure a Purchase Order (PO) or other suitable form of Client financial obligation authorization is generated and approved prior to requesting additional support not specifically included in the maintenance service level purchased pursuant to the License Agreements

(b) System Access, Security and Software Licenses

(i) Client will insure that appropriate primary and alternate means are available for Hart support personnel to gain remote dial-in access to Client's system (when appropriately coordinated with Client)

(ii) Client will maintain system passwords and will notify Hart, prior to implementation, of any changes that may affect Hart's ability to provide support under the License Agreements and this Description of Maintenance Services

(iii) Client will maintain a record of all user workstations running any portion of the licensed or sublicensed software (including any associated Internet applications) Client will provide this information to Hart upon request and will advise Hart of any changes in the system that affect the currency of this information

[Signature Page Follows]

HART INTERCIVIC, INC

SERVICE LEVEL AGREEMENT (MASTER AGREEMENT #UPSH-2004-01)

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This Service Level Agreement is entered into pursuant to the terms and conditions of the Application Software License Agreement and the Software Sublicense Agreement dated by and between Hart InterCivic, Inc and Randall County, Texas.

The parties hereto have duly executed this Agreement on this 16th day of August, 2004 (the "Effective Date")

Service Level Selection LEVEL TWO

Annual Fee in addition to current Software License and Sub-License & Maintenance Fees:

First year maintenance fees of \$11,600 (included in Services Pricing)
Second year maintenance fees of \$31,350.

Term 24 months from Effective Date

Terms of Payment Annual fee for Year 2 is due in full upon first anniversary of the Anthem system "go-live"

HART INTERCIVIC, INC.

UPSHUR COUNTY

By: [Signature]

By: [Signature]

Print name Matt Wallace

Print name DEAN FOWLER

Title: VP, e Government Solutions

Title: COUNTY JUDGE

FILED
ROBIN ROEDERBERG
COUNTY CLERK
2004 SEP 30 P 4: 28
UPSHUR COUNTY, TX.
BY _____
DEPUTY

Signature Page

Agreement Number. UPSH-IA-2004-01

Re Master Agreement Number. UPSH-2004-01

HART INTERCIVIC, INC.

eGOVERNMENT INTEGRATED SYSTEM INSTALLATION SUPPLEMENTAL AGREEMENT

This eGovernment Integrated System Installation Supplemental Agreement ("Supplemental Agreement") is entered into by and between Hart InterCivic, Inc., a Texas corporation ("Hart"), and Upshur County ("Client"), a governmental subdivision of the State of Texas. Hart and Client have entered into an eGovernment Master Agreement (the "Master Agreement") number UPSH-2004-01. This Supplemental Agreement is entered into under the terms of the Master Agreement and constitutes a "Supplemental Agreement" as defined in the Master Agreement. The terms of the Master Agreement are incorporated herein by reference and are an integral part of this Supplemental Agreement. The Master Agreement and this Supplemental Agreement constitute the entire agreement between Hart and Client with respect to the subject matter of this Supplemental Agreement.

The following Exhibits are attached to this Supplemental Agreement and made a part hereof:

- Exhibit A Pricing and Inventory
- Exhibit B Documentation Deliverables
- Exhibit C Training Deliverables
- Exhibit D Statement of Work (SOW)

The date of this Supplemental Agreement is August 16, 2004. Client acknowledges it has read and understands the Master Agreement and this Supplemental Agreement (including all exhibits, schedules and amendments) and is not entering into this Supplemental Agreement on the basis of any representations not expressly set forth in it or in the Master Agreement.

Agreed and Accepted

Client

Name: Upshur County
 Address: 100 W Tyler
 Gilmer, Texas 75644
 Primary Phone: 903-680-8122
 Facsimile: _____

Executed by: [Signature]
 Name: Dean Fowler
 Title: County Judge, Upshur County

Hart

Hart InterCivic, Inc.
 15500 Wells Port Drive
 Austin, Texas 78728
 512-252-6400
 512-252-6556

Executed by: [Signature]
 Name: Matthew Walker
 Title: Vice President, eGovernment Solutions

This Agreement is not effective until executed by both parties.

FILED
 ROBIN L. GIBSON
 COUNTY CLERK
 2004 SEP 30 P 4:28
 BY _____
 CLERK

Hart InterCivic, Inc
Integrated System Installation Supplemental Agreement

1 **DEFINITIONS** Capitalized terms not expressly defined in this Supplemental Agreement shall have the meaning set forth in the Master Agreement

2 **INSTALLATION**

2.1 **Integrated System** Hart shall design, develop, configure, assemble and install for Client an Integrated System (Anthem) at the Client's offices as specified in Exhibit A

2.2 **Documentation and Training** In connection with Hart's installation of the Integrated System, Hart shall provide training to the number of Client's personnel as specified in Exhibit D, Statement of Work. During such training, Hart will provide user documentation to Client's personnel for the Software and, if applicable, for public users. Client may make a reasonable number of further copies of such materials for use solely in connection with the operation of the Integrated System, provided that all such copies shall contain the copyright and confidentiality legends contained on the original versions thereof.

2.3 **Reporting** Until completion of the Go Live Authorization, Hart will report on the status of its performance of this Supplemental Agreement at regularly scheduled meetings, as specified and agreed to in the Variance Analysis (further defined in Section 6.3), with the Client's Project Manager.

2.4 **Acceptance Criteria** Installation of the Integrated System shall have certain project deliverables as set forth in Section 6.3 (the "Acceptance Criteria"), which may have payment milestones associated with them. The Client shall indicate its acceptance of each Acceptance Criteria when the outputs associated with such Acceptance Criteria have been delivered. The Client shall not unreasonably withhold acceptance of any Acceptance Criteria. Upon Go Live Authorization acceptance, Hart will be deemed to have provided satisfactory installation of the Integrated System and will have no further obligations under this Supplemental Agreement with respect to the installation of the Integrated System. The Client has sole responsibility for proper use, storage and handling of the Hardware and Software after Go Live Authorization acceptance.

2.5 **Project Managers** Each party will appoint one qualified person (a "Project Manager") who will (i) have authority to act for the party and to make decisions regarding the day to day operations under this Supplemental Agreement, (ii) have authority to sign the Acceptance Criteria Forms, Attachment 6 of Exhibit D - Statement of Work (SOW), (iii) provide information and materials to the other party, (iv) provide access to that party's staff to answer questions; (v) coordinate the party's activities and responsibilities under this Supplemental Agreement, and, (vi) communicate with the other party concerning the other party's performance and its performance under this Supplemental

Agreement. Either Client or Hart may change their respective Project Managers upon prior written notice to the other party.

3 **HARDWARE** Hart shall sell and the Client shall purchase all of the Hardware identified to be purchased by Hart in Section 4, the Hardware Inventory, in Exhibit A. Otherwise, the Client shall purchase Hardware identified to be purchased by the Client, if any, for the Integrated System.

4 **HART PROPRIETARY SOFTWARE LICENSE** The Hart Proprietary Software licensed to Client under Supplemental Agreement is identified in Section 2.1 of Exhibit A, Hart Proprietary Software. The maximum number of users licensed, Licensed Server and Licensed Location with respect to each item of Hart Proprietary Software are also set forth therein. The Hart Proprietary Software is licensed to Client on the terms and conditions set forth in the Master Agreement and Supplemental Agreement. Client is permitted to use the Licensed Software only in connection with the Integrated System and according to the instructions set forth in the related documentation provided by Hart.

5 **NON-HART SOFTWARE SUBLICICENSE**

5.1 **Non-Hart Sublicensed Software** The Non-Hart Sublicensed Software sublicensed to Client under this Supplemental Agreement is identified in Section 2.2 of Exhibit A. The maximum number of users licensed, Licensed Server and Licensed Location with respect to each item of Non-Hart Sublicensed Software are also set forth in Exhibit A. The Non-Hart Sublicensed Software is sublicensed to Client on the terms and conditions set forth in the Master Agreement and this Supplemental Agreement. Client acknowledges that this sublicense is subject to the terms of the Licensor's respective license agreements for the Non-Hart Sublicensed Software, which are incorporated herein by reference. The Licensor(s) of the Non-Hart Sublicensed Software are beneficiaries of the sublicense terms of the Master Agreement and this Supplemental Agreement to the extent permitted by applicable law.

5.2 **Non-Hart Other Software** The Non-Hart Other Software identified in Section 2.3 of Exhibit A is not included in or covered by this Supplemental Agreement. The Non-Hart Other Software is listed in Exhibit A solely as a matter of record keeping convenience. If the Client has any rights with respect to Non-Hart Other Software, such rights would be under a separate agreement with Hart or the Licensor. Maintenance of Non-Hart Other Software will be provided directly between the Client and Licensor. Hart will not provide training on or maintenance for Non-Hart Other Software.

Hart InterCivic, Inc.
Integrated System Installation Supplemental Agreement

6. PURCHASE PRICE AND PAYMENTS

6.1 Purchase Price The Client shall pay Hart the Purchase Price for the Integrated System as set forth in Section 1 of Exhibit A pursuant to the terms and conditions of this Supplemental Agreement and the Master Agreement

6.2 Hardware Hart shall invoice the Client and the Client shall pay for Hardware specified in Section 1.1 (b) of Exhibit A upon the receipt of such Hardware from the manufacturer by the Client or by Hart acting as an agent for the Client

(a) The Client will report to Hart the receipt of Hardware within one week, including machine type, make, model, and serial number

(b) The Client will recognize the receipt of Hardware by Hart acting as the Client's agent, as defined in the Master Agreement, at a site other than the Client's primary location.

(c) For Hardware received by Hart, Hart will provide evidence of delivery of the Hardware, including machine type, make, model, and serial number, and will include this evidence of delivery with the invoice for such Hardware

6.3 Payment Installments Payments to Hart by the Client, for Services and Products (other than Hardware), shall be made in several installments corresponding to the Acceptance Criteria set forth in this Section and as described in Attachment 6 of the Statement of Work (Exhibit D) Upon completion of each measurement within each Acceptance Criteria, the Hart Project manager shall obtain verification by the Client Project manager on the Acceptance Criteria Forms that are attached in Exhibit D Upon completion and verification of each set of deliverables associated with each Acceptance Criteria, Hart shall submit evidence of its completion of such Acceptance Criteria and the Client shall sign documentation acknowledging the completion of such Acceptance Criteria, or shall, within five (5) days of Hart's submission of the deliverables, provide a written valid explanation to the Hart Project Manager why Hart has not substantially satisfied such Acceptance Criteria Hart shall then cure its performance of the Acceptance Criteria and resubmit evidence of its completion of the Acceptance Criteria and the process shall repeat Note All subsequent work, on the remainder of the project, will be suspended until the Client approves the Acceptance Criteria If the Client does not provide such written explanation within five (5) days of Hart's submission of the deliverables the Acceptance Criteria shall be deemed approved Upon approval of an Acceptance Criteria by the Client's Project Manager, Hart shall invoice and the Client agrees to pay said invoice for the fees as set forth in Section 1 of Exhibit A If the Client unreasonably withholds approval of an Acceptance Criteria (i) Hart shall have no liability and shall not be in default for

delays to the Project Schedule and (ii) the Client shall bear all costs associated with any schedule delays, additional expenses, including labor and travel expenses The following is a list of the Acceptance Criteria

(a) Variance Analysis Hart will conduct an analysis of the Client's business processes to use in conjunction with the solution proposed by Hart to the Client At the conclusion of this analysis, Hart will provide a written report including the project management plan, modifications to Client's workflow and localization settings for the Integrated System in a report for the Client to sign Upon review and agreement of the completed Variance Analysis, the Client will provide written acceptance of the Variance Report on the Variance Analysis Acceptance Criteria Form in Attachment 6 of the SOW (Exhibit D)

(b) Software Acceptance Hart will install a minimum of one of each of the Hardware and Software components of the Integrated System at the Client's location Hart will perform a test demonstrating that each component of the Integrated System is installed and can perform the functions and business processes as defined and approved in the Variance Analysis All Severity 1 or 2 defects (as defined in Section 2.5 in the Description of Maintenance Services) will be resolved by Hart before submitting the Integrated System for approval by the Client Upon completion of the testing without any unresolved Severity 1 or 2 defects, the Client will provide written approval of this Acceptance Criteria on the Software Acceptance Criteria Form in Attachment 6 of the SOW (Exhibit D)

(c) Training Hart will provide training to Client's employees on the usage of the Integrated System as it relates to their specific job responsibilities The Client and Hart will determine in writing the location for the training and the personnel to be trained in accordance with Exhibit C, Training Deliverables, and Exhibit D, Statement of Work Hart will set up the Integrated System and provide training to the identified personnel Upon completion of such training in accordance with the Project Management Plan, the Client shall provide written approval of this Acceptance Criteria on the Training Acceptance Criteria Form in Attachment 6 of the SOW (Exhibit D)

(d) Go Live Authorization Upon acceptance of the software and training, Hart will make resources available to install the remaining Hardware at the Client's designated location(s) Upon completion of the installed Hardware and the Integrated System, the Client will sign the Go Live Authorization Form in Attachment 6 of the SOW (Exhibit D) Go Live Authorization will authorize production cut-over to the Integrated System and begins the first year's maintenance Once the System is operating in a production environment for 2 weeks with no unresolved Severity 1 or 2 defects at the end of such 2-week period,

Hart InterCivic, Inc
Integrated System Installation Supplemental Agreement

the Client shall be deemed to have accepted the Integrated System and the Installation Date shall be the date the Client signed the Go-Live Authorization.

(e) Conversion of Legacy Data The Client has three options regarding the conversion of the legacy indexes and images to the new Integrated System

- 1 No conversion of legacy data by Hart
- 2 Index conversion only to be provided by Hart
- 3 Index and image conversion to be provided by Hart

If options 2 or 3 above are chosen, an additional two Acceptance Criteria will apply. Hart will provide to the Client a table of conversion input fields to the new Integrated System and its field definitions, Data Cleansing Error Report, verification programs, and test results from on-line verification of the Client's defined test samples that the converted data loaded correctly to the new Integrated System. The process of conversion will be performed for the Client in two Phases

(i) Phase I, Index (and Image) Conversion

Phase I will address all of the legacy system data contained in the extracts identified by the Client. The Client is responsible for extracting data from their legacy system and providing it in a machine-readable file that is readable by Hart. The Client is responsible for performing any data cleansing

(ii) Phase II, Index (and Image) Conversion

Phase II will address the new data loaded to the legacy system since the start of Phase I. The same extracts, data field mapping tables and verification samples will be used from Phase I. Hart will run the conversion programs and perform the verification of samples prior to the Client's switch to the new Integrated System

7 LIMITED WARRANTY

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THE MASTER AGREEMENT AS LIMITED THEREIN, HART MAKES NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, UNDER THIS SUPPLEMENTAL AGREEMENT, AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT

8 MAINTENANCE SUPPORT Hart will provide maintenance services as provided pursuant to an Annual Software License and Maintenance Supplemental Agreement. Hart will provide the first year's maintenance at no additional charge starting from the Installation Date as specified in the Annual Software License and Maintenance Agreement

9 TERM The term of this Supplemental Agreement shall be from the date on the Signature Page through the date of final Software Acceptance

10 CLIENT RESPONSIBILITIES Client shall cooperate with Hart and promptly perform the Client's responsibilities to assist Hart in its installation of the Integrated System, including, but not limited to those responsibilities set forth herein

10.1 Site Preparation and Maintenance The Client shall

(a) Prepare the installation site to facilitate integration of systems to be interfaced to the Integrated System in accordance with instructions provided by Licensor, and

(b) Provide access to the server via modem to be available on a 7 day X 24 hour basis to facilitate the installation

10.2 Project Manager Client shall appoint a Project Manager in accordance with Section 2.5 of this Supplemental Agreement with sufficient time and technical expertise to ensure the timely achievement of the Project Schedule and with sufficient authority to sign the Acceptance Criteria. Any delays caused by delays in appointing a Project Manager will correspondingly extend Hart's delivery and installation deadlines

10.3 Conversion Data If the Client chooses to have Hart convert its legacy data (See Section 6.3(e)), the Client shall, (i) complete the mapping table, provided by Hart, mapping the Client legacy data fields to the Hart Integrated System data fields, (ii) provide an extract of data from the Client's legacy system into a machine-readable format that is readable by Hart, (iii) select verification samples and (iv) verify their extracted data. If images are to be converted, the legacy data must have index to image relationships clearly identified in the data file. The Client shall also provide specific samples of indexes and images that are representative of the data to be converted for on-line verification. The Client will be responsible for performing data cleansing. Hart will analyze extracted data and provide data cleansing reports to assist the Client's data cleansing efforts. This will be repeated up to 4 times, as necessary, over a two-week period. The Client will notify Hart when the data is ready for conversion and Hart will convert the data to the Integrated System

10.4 Non-Hart Hardware Acquisition The Client shall acquire all necessary hardware components that are a part of the Integrated System within the timeframes required by the Project Schedule.

10.5 Training The Client shall,

(a) Ensure trainee availability;

(b) Ensure availability of adequate training facilities and resources,

Hart InterCivic, Inc.
Integrated System Installation Supplemental Agreement

(c) Submit for training only those personnel who possess basic skills with Windows®-based programs (ie using a mouse, minimizing and maximizing windows, opening files, etc);

(d) Identify employees and job responsibilities on the Integrated System to be trained,

(e) Submit for training only those personnel who are already proficient at performing a similar or parallel legacy process tasks in the Client's business operation, and

(f) Provide detailed information regarding current business processes and access to management authorized to approve business process changes

Agreement, Exhibits A, B, C, and D and any amendments thereto, (11) Exhibit D

(The rest of this page is intentionally left blank.)

10 6 Office Space The Client shall make office space available for Hart personnel (a minimum of 1 desk, 1 telephone, and electrical outlets) and provide an analog phone line for remote connection

10 7 Access The Client shall ensure access for Hart personnel on a 7-day/24 hour basis

10 8 Cooperation The Client shall provide space or move furnishings as required to facilitate various stages of Integrated System installation

10 9 LAN The Client shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC)

10 10 Network Administration and Operating System Security The Client shall provide trained personnel to administer its network and manage its NT domain, including security access

11 CHANGE REQUESTS Any amendments to this Supplemental Agreement must follow the Change Request procedures stated in Section 2 4 of the Master Agreement

12 MISCELLANEOUS

12 1 Entire Agreement This Supplemental Agreement, the Master Agreement and the attachments and exhibits hereto are the entire agreement of the parties and supersede all prior negotiations and oral agreements. Hart has made no representations or warranties with respect to this Supplemental Agreement that are not included herein

12 2 Amendments This Supplemental Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby

12 3 Conflicts If any conflicts exist between the terms of this Supplemental Agreement, and any of the Exhibits hereto, the terms of the agreements shall control in the following order (i) the Supplemental

* Windows is a registered trademark of Microsoft Corporation in the United States and/or other countries

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
 Exhibit A - Pricing and Inventory

1. PURCHASE PRICE

1.1 Purchase Price The Purchase Price payable by Client to Hart for the applicable Integrated Solution is \$218,610.00. Of this amount, \$175,880.00 reflects the price for the software, implementation services, and a Level TWO Service Level Agreement. \$42,730.00 in hardware will be billed for separately.

(a) Client shall pay Hart the fees for Software and Services in installment payments as set forth below, corresponding to the completion of various Acceptance Criteria as described in Section 6.3 of this Supplemental Agreement.

Acceptance Criteria	Amount due upon Completion
Project Kickoff / Statement of Work	\$ 17,588.00
Variance Analysis	\$ 35,176.00
Software Acceptance	\$ 43,970.00
Training	\$ 35,176.00
Go Live Authorization	\$ 43,970.00
Subtotal Software and Services	\$ 175,880.00

(b) Client shall pay Hart the fees for "Hardware Purchased From Hart" as detailed in Section 4.1 of this Exhibit when Client or Hart, as Client's agent, receives such Hardware from the manufacturer or other supplier as set forth in Section 6.2 of this Supplemental Agreement.

Hardware Price	Amount due as received
	\$ 42,730.00

2. LICENSED SOFTWARE INVENTORY

2.1 Licensed Hart Proprietary Software

Licensed Software	Hart Anthem (Anthem Platform, Public Access, Marriage, Vitals, Commissioner's Court, Export/Archive, Courts Auditor Bill Tracking, Imagen)	Version	6.6.00
Licensed Server (Central processing Unit)	Database/Application/Image server		
Licensed Location	Upshur County Clerk's Office		
Number of Licensed Users	Maximum of 6 transactional licenses for land records and marriage/vitals, 2 transactional licenses for court records, unlimited view-only licenses through Public Access		

2.2 Non-Hart Sublicensed Software

2.2.1 Database Software

Licensed Software	Microsoft SQL Server	Version	2000
Licensed Server (Central processing Unit)	Database/Application/Image server		
Licensed Location	Upshur County Clerk		
Number of Licensed Users	Single-processor license		

2.2.2 Image Viewer Software

Licensed Software	Lead Tools Image Viewer and Java Viewer	Version	1.3
Licensed Server (Central processing Unit)	Individual licensed workstations		
Licensed Location	Upshur County Clerk		
Number of Licensed Users	8 Lead Tools (for workstations); 2 Java Viewer (for internal and external Public Access instances)		

2.3 Non-Hart Other Software

2.3.1 Shrink-wrap software

Licensed Software Name	Version	Quantity of Licenses
Seagate Crystal Reports	9.0	1

2.3.2 Operating systems shipped with hardware

2.3.2.1 Desktop operating systems

Licensed Software Name	Version	Quantity of Licenses
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Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit A - Pricing and Inventory

Microsoft Windows	XP	8
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2 3 2 2 Server operating systems

Licensed Software Name	Version	Quantity of Licenses
Microsoft Windows for Server	2003	2

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Hart InterCivic, Inc. Integrated System Installation Supplemental Agreement
Exhibit A - Pricing and Inventory

4. HARDWARE INVENTORY AND PRICING

4.1 Hardware Purchased from Hart

Subsystem	Component	Model	Model Number	Description	Quantity	Price
See hardware specifications in Exhibit D - Statement of Work						

4.2 Hardware Purchased from hardware manufacturer.

Subsystem	Component	Model	Model Number	Description	Quantity	Price
NA						

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit B - Documentation Deliverables

Hart will provide the Client with the standard Hart Anthem™ Application Documentation, any custom documentation that is needed for training on Client's specific workflow processes and the technical documentation described below. The following documentation will be delivered, in the format listed, prior to System Acceptance

1 ANTHEM END USER SYSTEM DOCUMENTATION

The standard workflow application end user system documentation will be furnished as a PDF file (UserGuide.pdf) and is installed as part of the Anthem Application Software. End user system documentation addresses the following topics

1.1 System Introduction/Overview

1.2 Detailed operating instructions for the system modules. This includes Scanning, Indexing, Document Retrieval, Task Queue Processing and Inspection/QC, among others

2 ANTHEM SYSTEM ADMINISTRATION DOCUMENTATION

The standard application System Administration documentation is installed as a PDF file (AdminManual.pdf) and addresses user configurable software items in the System and System management tools including

(a) Security Setup (Users, Groups, Security Levels, Doc Types, etc.)

(b) Managing the Workflow (Monitoring and redistributing work)

(c) Reports and Statistical Analysis Tools

(d) Process Monitor (Monitoring users logged in and processes running at any given time)

3 ANTHEM SYSTEM UTILITIES DOCUMENTATION

The standard System Utilities documentation is installed as a PDF file (Utils.pdf) and addresses various utilities available to perform maintenance procedures within the workflow applications and the database. The System utilities documentation includes

(a) Check Document Utility

(b) Clear Cache Utility

(c) Empty Folders Maintenance

(d) Orphan Utility

4 ANTHEM TECHNICAL DOCUMENTATION

The standard technical documentation includes client software installation procedures, server/database administration, backup procedures and all third party software and hardware vendor supplied documents. Hart documents are typically in MS Word format. Examples include

(a) Shutdown and Startup Procedures for the server(s) and database

(b) Description of the basic disk structure of the server

(c) Basic Database Maintenance Procedures for Hart Anthem™ System

(d) Basic Image Management Procedures for Hart Anthem™ System

(e) System Backup Procedures (monitoring and managing the workflow system backup operations and tape rotations)

(f) Procedures for the creation of an emergency repair disk for server emergency recovery

(g) Procedures for the maintenance of the PC Anywhere dialup software and modem for remote maintenance (if applicable)

(h) Client Setup for Anthem Application Software

(i) Vendor Supplied Information on Third Party Software and Hardware

Hart InterCivic, Inc , Integrated System Installation Supplemental Agreement
Exhibit C - Training Deliverables

This exhibit addresses the major activities and deliverables necessary to accomplish an effective training program as an integral part of System implementation

1 OVERVIEW

The Hart training methodology provides a combination of instructor-driven lecture and student laboratory exercises delivered in a multi-student classroom setting. The approach for each topic will include instructor lecture on the topic, instructor demonstration of the topic, a student walk-through of the topic on a workstation, and student participation in an exercise that reinforces the subject

2 HART ANTHEM CLIENT TRAINING PROCESS

The major activities associated with the Client training process are

2.1 Determine Client Training Requirements and Facility Availability

- (a) Accomplish business process analysis and impact study
- (b) Determine modules to be included in Client training program
- (c) Determine number of trainees to be trained on each module
- (d) Ascertain Client trainee availability for training on each module
- (e) Determine Client facilities available for training use

2.2 Develop Client Training Program

- (a) Work with Client to develop detailed training schedule based on 1 b thru 1 e above
- (b) Prepare training documentation and materials

2.3 Setup Testing & Training System (Hardware and Software)

- (a) Load software on designated equipment to test workflow and conduct training
- (b) Install any peripheral equipment needed for training on each module
- (c) Setup Anthem application software for the train project. The Test/Train project will be configured to represent the actual proposed workflow project (users, groups, document types, security levels, workflow and routing rules, etc) and will be used for testing the proposed workflow as well as training system users

2.4 Conduct Classroom/Laboratory Training

- (a) Utilize combination of lecture and hands-on instruction
- (b) Incorporate information derived from site analysis to teach modifications of legacy process needed to maximize productivity with the System..

(c) Review Training Evaluation Forms filled out by students from each training class to improve and enhance ongoing training effort

2.5 Conduct Training Exercises

- (a) Collect real documents (or copies) processed on a specific day using the legacy process
- (b) Conduct a training exercise by utilizing the training data to process the sample documents (collected in Paragraph 5a above) based on the proposed workflow and analyze the results
- (c) Identify lessons learned for use in production environment

3 TRAINING PROGRAM RESPONSIBILITIES

Hart will develop a detailed training schedule as a part of a more detailed project schedule during the first few weeks of the project. The training schedule will include a predetermined number of fixed classes for each component of the curriculum described below

4 HART RESPONSIBILITIES

- 4.1 Coordinate with appropriate Client's managers or supervisors while developing training requirements, schedules and resource availability
- 4.2 Prepare and distribute appropriate training documents and materials
- 4.3 Provide quality instruction

5 CLIENT RESPONSIBILITIES

- 5.1 Ensure trainee availability, which facilitates efficient use of Hart training resources
- 5.2 Ensure availability of adequate training facilities and resources, which facilitate efficient use of Hart training resources
- 5.3 Submit for training only those personnel who possess basic skills with Windows-based programs (i.e. using a mouse, minimizing and maximizing windows, opening files, etc)
- 5.4 Submit for training only those personnel who are already proficient at performing a similar or parallel legacy process tasks in the Client's business operation
- 5.5 Provide detailed information regarding current business processes and access to management authorized to approve business process changes

6 STUDENT MATERIALS

The Hart trainer will print the applicable standard workflow application documentation (from the PDF files) and utilize this documentation, along with Hart developed training checklists, as student guides for each training class. In addition, Hart personnel will create any custom documentation necessary to train system end-users on the new workflow processes. These process modifications will be discussed and approved by the Client's management before the training is performed. Custom documentation provided by Hart is

typically created using MS Word All training materials used in classes taught by Hart personnel will be provided to the Client

- (a) Applicable chapter/module pages from the standard workflow application documentation
- (b) Hart training checklists and evaluation forms
- (c) Custom documentation addressing any new or changed workflow procedures

7 CURRICULUM

7.1 Anthem End User Training

The end user training curriculum is designed to familiarize the users with the concepts, organization and navigation of the Hart Anthem application software and to provide detailed instruction for the use of each applicable module End user training will address the following topics

- (a) System Introduction/Overview
- (b) Getting Started and Navigation
- (c) Detailed operating instructions for the system modules purchased under the contract This typically includes Scanning, Indexing, Document Retrieval, the Image Viewer Utility and Tools, Task Queue Processing and Inspection/Quality Assurance, as well as any optional modules
- (d) Training on the new workflow processes that have been approved by the Client's management to maximize productivity with the System will be covered during the applicable class modules

7.2 Anthem System Administration Training

The system administration training classes will address user configurable software items in the system and management tools including

- (a) Security Setup (Users, Groups, Security Levels, Doc Types, etc)
- (b) Managing the Workflow (Monitoring and redistributing work)
- (c) Reports and Statistical Analysis Tools
- (d) Process Monitor (Monitoring users logged in and processes running at any given time)

7.3 Anthem System Utilities Training

The system utilities training addresses various utilities available to perform maintenance procedures within the workflow applications and the database Some utilities are also designed to create electronic stamps and templates to be used in specific workflow applications The system utilities training includes

- (a) Check Document Utility
- (b) Clear Cache Utility
- (c) Empty Folders Maintenance
- (d) Orphan Utility

7.4 Anthem Server/Database Administration

This session will familiarize the trainee(s) with the basic administration of the various servers utilized for the Hart Anthem Application, database and image storage. The types of items addressed in this training include

- (a) Shutdown and startup procedures for the server(s) and database
- (b) Description of the basic disk structure of the server
- (c) Performing basic database maintenance functions for Hart Anthem System
- (d) Performing basic jukebox management functions for Hart Anthem System (if applicable)
- (e) Maintenance of the PC Anywhere dialup software and modem for remote maintenance
- (f) System backup procedures (manage system backup operations and monitor status)
- (g) Creation of an emergency repair disk for server emergency recovery
- (h) Installation of the Hart Anthem Application Client on a workstation

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit D - Statement of Work (SOW)

See attached SOW document

Signature Page

Agreement Number UPSH-SW-2004-01

Re Master Agreement Number. UPSH-2004-01

This section contains confidential and proprietary material
HART INTERCIVIC, INC.

**eGOVERNMENT ANNUAL SOFTWARE LICENSE
AND MAINTENANCE SUPPLEMENTAL AGREEMENT**

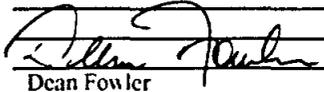
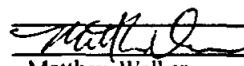
This eGovernment Annual Software License and Maintenance Supplemental Agreement ("Supplemental Agreement") is entered into by and between Hart InterCivic, Inc., a Texas corporation ("Hart"), and Upshur County ("Client"), a governmental subdivision of the State of Texas. Hart and Client have entered into an eGovernment Master Agreement (the "Master Agreement") number UPSH-2004-01. This Supplemental Agreement is entered into under the terms of the Master Agreement and constitutes a "Supplemental Agreement" as defined in the Master Agreement. The terms of the Master Agreement are incorporated herein by reference and are an integral part of this Supplemental Agreement. The Master Agreement and this Supplemental Agreement constitute the entire agreement between Hart and Client with respect to the subject matter of this Supplemental Agreement.

The following Exhibits are attached to this Supplemental Agreement and made a part hereof:

- Exhibit A Pricing and Inventory
- Exhibit B Description of Maintenance Services
- Exhibit C Client Service Request Form
- Exhibit D Change Request Form

The date of this Supplemental Agreement is August 16, 2004. Client acknowledges it has read and understands the Master Agreement and this Supplemental Agreement (including all exhibits, schedules and amendments) and is not entering into this Supplemental Agreement on the basis of any representations not expressly set forth in it or in the Master Agreement.

Agreed and Accepted

	Client	Hart
Name	<u>Upshur County</u>	<u>Hart InterCivic, Inc</u>
Address	<u>100 W Tyler</u> <u>Gilmer, Texas 75644</u>	<u>15500 Wells Port Drive</u> <u>Austin, Texas 78728</u>
Primary Phone	<u>903-680-8122</u>	<u>512-252-6400</u>
Facsimile	<u></u>	<u>512-252-6556</u>
Executed by		
Name	<u>Dean Fowler</u>	<u>Matthew Walker</u>
Title	<u>County Judge, Upshur County</u>	<u>Vice President, eGovernment Solutions</u>

This Agreement is not effective until executed by both parties.

FILED
 REC'D
 2004 SEP 30 P 4:28
 CLERK COUNTY CLERK
 BY _____

Hart InterCivic, Inc
Annual Software License and Maintenance Agreement
 This section contains confidential and proprietary material

1 DEFINITIONS

Defined terms used in this Supplemental Agreement will have the same meaning given to such terms in the Master Agreement, except to the extent modified or otherwise defined herein. As used in this Supplemental Agreement, the following additional definitions apply:

1.1 **"Anniversary Date"** means each anniversary of the Installation Date.

1.2 **"Annual Fee"** means the combined annual license, sublicense and Maintenance Services fees payable by Client to Hart as described in Section 4.

1.3 **"Maintenance Services"** means the level of maintenance service selected (Level One, Basic Level of Service (Mandatory), Level Two, Extended Service (Optional), or, Level Three, Extended Service (Optional)) in Exhibit A (Pricing and Inventory) of this Supplemental Agreement which Hart will provide to Client under this Supplemental Agreement. The Maintenance Services are more specifically described in Exhibit B, Description of Maintenance Services.

2 SOFTWARE LICENSES AND SUBLICENSES

2.1 **Hart Proprietary Software License.** The Hart Proprietary Software licensed to Client under this Supplemental Agreement is identified in Section 2.1 (Hart Proprietary Software) of Exhibit A (Pricing and Inventory). The Number of Licensed Users, Licensed Server and Licensed Location with respect to each item of Hart Proprietary Software are also specified in Exhibit A. The Hart Proprietary Software is licensed to Client on the terms and conditions set forth in the Master Agreement and this Supplemental Agreement. Client is permitted to use the Licensed Software only in connection with the Integrated System with which the Hart Proprietary Software is provided and according to the instructions set forth in the related documentation provided by Hart.

2.2 Non-Hart Sublicensed Software

(a) The Non-Hart Sublicensed Software sublicensed to Client under this Supplemental Agreement is identified in Section 2.2 (Non-Hart Sublicensed Software) of Exhibit A (Pricing and Inventory). The Licensor, Number of Licensed Users, Licensed Server and Licensed Location with respect to each item of Non-Hart Sublicensed Software are also specified in Exhibit A. The Non-Hart Sublicensed Software is sublicensed to Client on the terms and conditions set forth in the Master Agreement and this Supplemental Agreement. Client is permitted to use the Non-Hart Sublicensed Software only in connection with the Integrated System with which the Non-Hart Sublicensed Software is provided and according to the instructions set forth in the related documentation provided by Hart. Client acknowledges that this

sublicense is subject to the terms of the Licensor's respective license agreements for the Non-Hart Sublicensed Software, which are incorporated herein by reference. The Licensor(s) of the Non-Hart Sublicensed Software are third party beneficiaries of the sublicense terms of the Master Agreement and this Supplemental Agreement to the extent permitted by applicable law.

2.3 **Non-Hart Other Software Not Under This Agreement.** The Non-Hart Other Software identified in Section 2.3 (Non-Hart Other Software) of Exhibit A (Pricing and Inventory) is not included in or covered by this Supplemental Agreement. The Non-Hart Other Software is listed in Exhibit A solely as a matter of record keeping convenience and to identify the Integrated System with which the Hart Proprietary Software and Non-Hart Sublicensed Software may be used. If Client has any rights with respect to the Non-Hart Other Software, such rights would be under a separate agreement with Hart or the Licensor of such software.

2.4 **Hardware Not Under This Agreement.** The Hardware identified in Exhibit A (Pricing and Inventory) is not included in or covered by this Supplemental Agreement. The Hardware is listed in Exhibit A solely as a record keeping convenience and to identify the Integrated System with which the Hart Proprietary Software and Non-Hart Sublicensed Software may be used. If Client has any rights with respect to the Hardware, such rights would be under a separate agreement with Hart or the manufacturer or supplier of such Hardware.

3 MAINTENANCE SERVICES

3.1 **First Year's Maintenance Services at No Extra Charge.** Hart will provide to Client Maintenance Services for no extra charge for one year beginning with the Installation Date on the terms and conditions set forth in Section 9 of the Master Agreement. The Maintenance Services to be provided during this one year period are described in Section 3 of Exhibit B (Description of Maintenance Services) as Level ONE, Basic Level of Service. The Maintenance Services described in Section 3 of Exhibit B as Level ONE, Basic Level of Service constitute the complete list of services provided by Hart during the first year, unless Client elects to pay for a higher level of Maintenance Services, which payment will be due on the Installation Date. If Client pays Hart on or before the Installation Date for a Level Two or Level Three level of service during the first year, Hart will provide Client during such year the level of service paid for by Client. Hart will provide one (1) week of on-site support upon commencement of the first year's Maintenance Services.

3.2 **Selection of Maintenance Service Level.** Pursuant to the terms and conditions set forth in the

Hart InterCivic, Inc

Annual Software License and Maintenance Agreement
This section contains confidential and proprietary material.

Master Agreement and this Supplemental Agreement, if the term of this Supplemental Agreement renews as provided in Section 5 1(b), beginning with the first Anniversary Date Hart will provide Client with Maintenance Services at the level selected and paid for by Client (Level One, Level Two, or Level Three) as described in Exhibit B, upon payment of the Annual Fee The Maintenance Services as described in Exhibit B for the level selected and paid for by Client constitute the complete list of maintenance and support to be provided by Hart Hart will not be obligated to provide any Maintenance Services not described in the level of Maintenance Services selected and paid for by Client

3 3 Additional Services on Time and Materials Basis If Hart, in its sole discretion, provides maintenance and support or other services requested by Client that are not covered by the level of Maintenance Services selected and paid for by Client, Client shall pay Hart for all such maintenance, support and services on a time and materials basis, plus expenses, at Hart's then prevailing rates, unless otherwise agreed in writing by Hart and Client

4 ANNUAL FEE

4 1 Date Payable An Annual Fee is due and payable by Client to Hart on each Anniversary Date of this Agreement, beginning on the first anniversary of the installation date Client must pay each invoiced Annual Fee for subsequent periods by the due date

4 2 Invoicing Hart will invoice Client for the Annual Fee at least ninety calendar days before the Anniversary Date on which the Annual Fee is due Hart may periodically review and adjust the amount of the Annual Fee Hart will notify Client of any changes in the Annual Fee with the invoice

4 3 Nonrenewal If Client fails to timely pay the Annual Fee, this Supplemental Agreement will not automatically renew in accordance with Section 5 1(b) of this Agreement

5 TERM OF AGREEMENT, TERMINATION

5 1 Term

(a) The initial term of this Supplemental Agreement will commence on the date of this Supplemental Agreement, with the licenses and sublicenses granted herein becoming effective on the date of this Supplemental Agreement This Supplemental Agreement and the licenses and sublicenses granted herein will automatically terminate on the first Anniversary Date unless renewed as provided in Section 5 1(b)

(b) This Supplemental Agreement will renew for a one year renewal term on each Anniversary Date if Hart has received, on or before such Anniversary Date, payment of the invoiced Annual Fee due on such Anniversary Date Unless this Supplemental Agreement renews at the end of a renewal term as provided in the previous sentence, this Supplemental Agreement and the licenses and sublicenses granted herein will automatically terminate upon the end of such renewal term

5 2 Termination This Agreement may be terminated as provided in Section 12 of the Master Agreement Maintenance and support services under this Agreement may be terminated as provided for in Section 12 7 of the Master Agreement

5 3 Effect of Termination Upon termination or cancellation of this Supplemental Agreement, Client shall return to Hart or destroy all Hart Proprietary Software, Non-Hart Sublicensed Software and Proprietary and Confidential Information in accordance with Sections 3 3(c) and 7 2 of the Master Agreement

6 LIMITED WARRANTY TERMS

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THE MASTER AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, UNDER THIS SUPPLEMENTAL AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT FOR HART AND NON-HART PRODUCTS AND SERVICES

7 Limitation of Damages

THE LIMITATION OF DAMAGES SET FORTH IN SECTION 10 OF THE MASTER AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE

8 CHANGE REQUESTS

Any amendment of this Supplemental Agreement must follow the Change Request procedure stated in Section 2 4 of the Master Agreement

(The rest of this page is intentionally left blank.)

Hart InterCivic, Inc
Exhibit A - Pricing and Inventory
 This section contains confidential and proprietary material

1 ANNUAL FEE**1.1 License Fees and Basic Level ONE Service - Mandatory**

Client shall pay Hart the fees set forth below for the license of Hart Proprietary Software, sublicense of Non-Hart Sublicensed Software and Hart's Level ONE Basic Level of Service

Service Option	Price
Software License and Sublicense Fees plus Maintenance Level ONE Basic Level of Service - Year 1	NO CHARGE
Software License and Sublicense Fees plus Maintenance Level ONE Basic Level of Service - Year 2	\$ 19,750 00

1.2 Extended levels (optional - select one)

Client shall pay Hart the fees set forth below for extended levels of service selected by Client:

Optional - Select One	Check one	Additional Price
Mandatory fees above plus Level TWO - Extended Service (On site 2x per year)	X	\$ 11,600 00
Mandatory fees above plus Level THREE - Extended Service (On site 4x per year)		NA

1.3 Total Annual Fee

The Annual Fee consists of the sum of the fees in Section 1.1 and 1.2 above. Hart may periodically adjust the amount of the Annual Fee after this period, not to exceed a maximum annual increase of 6%.

2 LICENSED SOFTWARE INVENTORY**2.1 Hart Proprietary Software**

Licensed Software	Hart Anthem (Anthem Platform, Public Access, Marriage, Vitals, Commissioner's Court, Export/Archive, Courts, Auditor Bill Tracking)	Version	6.6.00
Licensed Server (Central processing Unit)	Database/Application/Image server		
Licensed Location	Upshur County Clerk		
Number of Licensed Users	Maximum of 6 transactional licenses for land records & marriage/vitals, 2 transactional licenses for Courts, unlimited view-only licenses through Public Access		

2.2 Non-Hart Sublicensed Software**(a) Database Software**

Licensed Software	Microsoft SQL Server	Version	2000
Licensed Server (Central processing Unit)	Database/Application/Image server		
Licensed Location	Upshur County Clerk		
Number of Licensed Users	Single-processor license		

(b) Image Viewer Software

Licensed Software	Lead Tools Image Viewer	Version	13
Licensed Server (Central processing Unit)	Individual licensed workstations		
Licensed Location	Upshur County Clerk		
Number of Licensed Users	8		

2.3 Non-Hart Other Software**(a) Shrink-wrap software**

Licensed Software Name	Version	Quantity of Licenses
Seagate Crystal Reports	9.0	1

(b) Operating systems shipped with hardware**(i) Desktop operating systems**

Licensed Software Name	Version	Quantity of Licenses
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Hart InterCivic, Inc., Annual Software License and Maintenance Agreement

Exhibit A – Pricing and Inventory

This section contains confidential and proprietary material.

Microsoft Windows	XP	8
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(ii) Server operating systems

Licensed Software Name	Version	Quantity of Licenses
Microsoft Server	2003	2

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Hart InterCivic, Inc. Annual Software License and Maintenance Agreement

Exhibit A - Pricing and Inventory

This section contains confidential and proprietary material

3 HARDWARE INVENTORY

3.1 Hardware Purchased From Hart

Subsystem	Component	Model	Model Number	Description	Quantity
See <i>Statement of Work (SOW)</i> for list of hardware specifications					

3.2 Hardware Purchased Directly From Hardware Manufacturer or Other Supplier

Subsystem	Component	Model	Model Number	Description	Quantity
NA					

Hart InterCivic, Inc.
Exhibit B – Description of Maintenance Services
This section contains confidential and proprietary material

See description of services under Service Level Agreement (SLA) Level TWO in Hart InterCivic Service Level Agreement

Hart InterCivic, Inc
Exhibit C - Client Service Request Form
This section contains confidential and proprietary material
CLIENT SERVICE REQUEST FORM

(FAX # 800-396-4278)
(HELP DESK # 800-750-4278)

LOCATION _____ (CLIENT) REGISTER OF DEEDS
DATE _____ TIME _____ [A M./P M]
NAME OF USER/DEPT HAVING THE PROBLEM _____
PHONE NUMBER _____
SEVERITY _____ PRIORITY (i.e. ASAP, HIGH, ROUTINE, FYI) _____

If Software - Check one of the following

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> DOCUMENT RECEPTION | <input type="checkbox"/> SCANNING | <input type="checkbox"/> ENHANCEMENT |
| <input type="checkbox"/> INDEXING | <input type="checkbox"/> CODE MAINT/FEE SETUP | <input type="checkbox"/> |
| <input type="checkbox"/> REPORTS | <input type="checkbox"/> UCC | <input type="checkbox"/> |
| <input type="checkbox"/> MARRIAGE | <input type="checkbox"/> PUBLIC | <input type="checkbox"/> |
| <input type="checkbox"/> SYSTEM ADM | <input type="checkbox"/> OTHER | <input type="checkbox"/> |

If Hardware - Check one of the following

- | | | |
|---|--------------------------------------|----------------------------------|
| <input type="checkbox"/> HP LASER PRINTER | <input type="checkbox"/> SCANNER | <input type="checkbox"/> MONITOR |
| <input type="checkbox"/> LABEL PRINTER | <input type="checkbox"/> PC | <input type="checkbox"/> SERVER |
| <input type="checkbox"/> RECEIPT PRINTER | <input type="checkbox"/> CASH DRAWER | <input type="checkbox"/> |
| <input type="checkbox"/> OTHER (specify) | | |

SPECIFIC DESCRIPTION OF THE REQUEST (Be sure to list Doc #s, Error Messages, or ANY important information related to the problem)

Resolution (i.e. who was contacted, situation was resolved in what way, etc)

Hart InterCivic, Inc
Exhibit D – Change Request Form
This section contains confidential and proprietary material
CHANGE REQUEST FORM

Part 1 – Request

(Check one)

- Initial Project Requirement
- Project Scope Change
- Post-Acceptance Enhancement

Project Name: _____

Product / Release / Version: _____

Request Number: _____ **Received Date:** _____

Request Originator: Name _____ **Phone** _____

Title / Role _____ **Email** _____

Solution area / module / component: _____

Requirement Severity: _____ **Requirement Priority:** _____

Request Abstract or Title: _____

Request description: (Objective to be satisfied or issue to be resolved Please attach any relevant examples)

Justification: (What is the significance of this request? What are the benefits?)

OPTIONAL Solution Proposal (Used to clarify issue description)

Implementation Acceptance Criteria: (What will you use as your acceptance criteria if this change of scope is implemented?)

Hart InterCivic, Inc. Annual Software License and Maintenance Agreement

Exhibit D - Change Request Form

This section contains confidential and proprietary material

Part 2 - Response

Response: (One of the following Also shown as status once decision is made)

- Proposal created
- Implementation not proposed (Cost) = The cost of implementing this request would far exceed the value to be added to the solution
- Implementation not proposed (Conflict) = The implementation would conflict with current or future functions or objectives of the solution
- Implementation not proposed (Domain) = The issue to be addressed, and/or the implementation for this request is outside the domain of this solution

Description of the proposed solution: (Detailed implementation proposal attached)

Estimated cost to modify the solution: (HW/SW infrastructure, solution documentation, training materials, training, and support requirements)

Estimated schedule impact to accommodate the solution

Hart InterCivic response approval

Signature

Title

Phone

Comments

Client acceptance of change to project scope, schedule, and cost

Signature

Title

Phone

Purchase order/invoice number for the revised project scope.

Comments

Signature Page

Agreement Number. UPSH-2004-01

HART INTERCIVIC, INC.

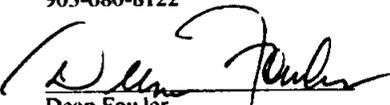
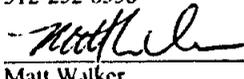
eGOVERNMENT MASTER AGREEMENT

This eGovernment Master Agreement ("Master Agreement") is entered into by and between Hart InterCivic, Inc., a Texas corporation ("Hart"), and Upshur County ("Client"), a governmental subdivision of the State of Texas. This Master Agreement sets forth the general terms under which Client will purchase, license, or sublicense products and services from Hart. Hart and Client will, from time to time, enter into one or more Integrated Systems Installation, Annual Software License and Maintenance, and/or Professional Services Supplemental Agreement(s) ("Supplemental Agreements") which will refer to this Master Agreement and describe the specific products, services, pricing, and additional terms under which Client will purchase, license, or sublicense products and services from Hart. The combination of this Master Agreement and the Supplemental Agreements constitute the entire agreement between Hart and Client.

The Effective Date of this Master Agreement is August 16, 2004

Client acknowledges it has read and understands this Master Agreement (including all Supplemental Agreements, schedules, and amendments) and is not entering into this Master Agreement on the basis of any representations not expressly set forth in it.

Agreed and Accepted:

	Client	Hart
Name	Upshur County	Hart InterCivic, Inc
Address	100 W Tyler Gilmer, Texas 75644	15500 Wells Port Drive Austin, Texas 78728
Primary Phone	903-680-8122	512-252-6400
Facsimile		512-252-6556
Executed by		
Name	Dean Fowler	Matt Walker
Title	County Judge, Upshur County	Vice President, eGovernment Solutions

This Agreement is not effective until executed by both parties.

FILED
RECORDED
COUNTY CLERK
2004 SEP 30 P 4:28
UPSHUR COUNTY, TX
BY _____

Hart InterCivic, Inc
Master Agreement

1 DEFINITIONS

1.1 "Client" has the meaning set forth in the signature page

1.2 "Description of Maintenance Services" means a document, as amended from time to time, prepared by Hart describing the scope and terms of Maintenance Services available from Hart under Annual Software License and Maintenance Supplemental Agreements

1.3 "Effective Date" has the meaning set forth in the signature page

1.4 "Hardware" means the hardware identified in one or more Integrated Systems Installation Supplemental Agreement(s)

1.5 "Hart" means Hart InterCivic, Inc., a Texas corporation.

1.6 "Hart Proprietary Software" means the executable version of computer programs and computer code owned by Hart which are licensed to Client pursuant to one or more Annual Software License and Maintenance Supplemental Agreement(s), and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements, and other modifications, including any custom modifications, to such computer programs and code which are provided to Client, and all copies of the foregoing. Hart Proprietary Software also includes all documentation provided by Hart to Client with respect to these computer programs and code, excluding maintenance diagnostics, and the source code version of the programs and code when provided pursuant to a Supplemental Agreement, and all copies of the foregoing Hart Proprietary Software licensed to Client is identified as "Licensed Hart Proprietary Software" in Section 2.1 (Licensed Hart Proprietary Software) of Exhibit A (Pricing and Inventory) of one (1) or more Annual Software License and Maintenance Supplemental Agreement(s)

1.7 "Installation Date" means (a) the date Hart completes installation (as determined by Hart), or (b) if the relevant Supplemental Agreement specifically designates such date, the Installation Date as specified in such Supplemental Agreement, or (c) if Hardware or Software is to be installed by Client, the tenth (10th) calendar day following shipment to Client.

1.8 "Integrated System" means Hardware and/or Software that is integrated and installed by Hart for Client pursuant to one or more Integrated System Installation Supplemental Agreement(s)

1.9 "Licensed Location" means the location where an item of Software is licensed for Use as designated in an Annual Software License and Maintenance Supplemental Agreement.

1.10 "Licensed Server" means the Hardware on which an item of Software is licensed for Use as designated in an

Annual Software License and Maintenance Supplemental Agreement

1.11 "Licensor" means the licensor(s), respectively, of the Non-Hart Software, as listed in Section 2.2 (Non-Hart Sublicensed Software) and 2.3 (Non-Hart Other Software) of Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s)

1.12 "Maintenance Services" means the level of maintenance service (Level One, Basic Level of Service [Mandatory], Level Two, Extended Service [Optional], or Level Three, Extended Service [Optional]) in Exhibit A (Pricing and Inventory) of an Annual Software License and Maintenance Supplemental Agreement selected by Client, which Hart will provide to Client under such Supplemental Agreement. The Maintenance Services are more specifically described in the Description of Maintenance Services attached to such Supplemental Agreement

1.13 "Master Agreement" has the meaning set forth in the signature page

1.14 "Non-Hart Software" means the executable version of computer programs owned by third parties that are provided by Hart to Client pursuant to sublicense(s) under one or more Annual Software License and Maintenance Supplemental Agreement(s) or license(s) directly from the third-party Licensor, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements, and other modifications to such computer programs which are provided to Client, and all copies of the foregoing Non-Hart Software also includes all documentation provided to Client with respect to these computer programs. Non-Hart Software provided to Client is identified as "Non-Hart Sublicensed Software" or "Non-Hart Other Software" in Sections 2.2 and 2.3, respectively, of Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s)

1.15 "Non-Hart Other Software" means Non-Hart Software that is licensed by a third-party Licensor directly to Client. Non-Hart Other Software is identified in Section 2.3 (Non-Hart Other Software) of Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s)

1.16 "Non-Hart Sublicensed Software" means Non-Hart Software that is sublicensed by Hart to Client pursuant to sublicense(s) under one or more Annual Software License and Maintenance Supplemental Agreement(s). Non-Hart Sublicensed Software is identified in Section 2.2 (Non-Hart Sublicensed Software) of Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s)

1.17 "Number of Licensed Users" means the number of users licensed to use an item of Hart Proprietary Software or Non-Hart Sublicensed Software as set forth in Exhibit A to

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the applicable Annual Software License and Maintenance Supplemental Agreement

1.18 "Products" means the Hardware, Software, and all other documentation provided by Hart to Client under this Master Agreement and any Supplemental Agreements

1.19 "Proprietary and Confidential Information" means Software, diagnostics, documentation (including manuals), Hardware and Software configuration, Integrated Systems design and configuration, training materials, user guides, trade secrets, source code and related documentation, and any other information confidential to Hart or its suppliers or Licensors

1.20 "Services" means the services to be performed by Hart for Client as identified on one or more Supplemental Agreement(s)

1.21 "Software" means the Hart Proprietary Software and Non-Hart Software

1.22 "Supplemental Agreements" has the meaning set forth on the signature page. The types of Supplemental Agreements are Integrated Systems Installation Supplemental Agreement, Annual Software License and Maintenance Supplemental Agreement, and Professional Services Supplemental Agreement

1.23 "Use" means reading the Hart Proprietary Software or Non-Hart Sublicensed Software into and out of memory and the execution of such Software, in whole or in part, by the Licensed Server

2 SUPPLEMENTAL AGREEMENTS

2.1 Supplemental Agreements Hart will furnish to Client and Client will accept and pay for Products, Services, and Integrated Systems itemized on Supplemental Agreements entered into by Client and Hart, which together with the terms in the Supplemental Agreements, are an integral part of this Master Agreement. Supplemental Agreements will refer to this Master Agreement by number and will be signed by Client and Hart. All references to Products, Services, and Integrated Systems in this Master Agreement are to the Products, Services and Integrated Systems listed on any Supplemental Agreements submitted to and accepted by Hart pursuant to Sections 2.2 and 2.3, as modified by any Change Requests entered into by Client and Hart pursuant to Section 2.4

2.2 Additional Requests Client may order additional Products, Services, and Integrated Systems under this Master Agreement by submitting properly completed Supplemental Agreements referencing this Master Agreement, signed by an authorized representative of Client. Under no circumstances will additional orders be effective until accepted in writing by Hart

2.3 Subject to Acceptance All Supplemental Agreements are subject to acceptance by Hart. Hart's acceptance will be effective when Hart signs the Supplemental Agreements

Hart's receipt or deposit of a Client purchase order or down payment will not constitute acceptance of a Supplemental Agreement. Hart will return any down payment received from Client if Hart does not accept the Supplemental Agreement

2.4 Change Request Client and Hart may at any time modify a Supplemental Agreement by written Change Request, signed by both parties, identifying the modified Supplemental Agreement and specifying the modifications to at least the same degree of specificity as in the original specifications. The Change Request will include all changes and additions being made to the terms of the applicable Supplemental Agreement. Hart will not be bound by any modifications to a Supplemental Agreement unless made by written Change Request signed by authorized representatives of both parties. A Change Request, when signed by both parties, will be subject to the terms of the applicable Supplemental Agreement, as modified by the Change Request, and this Master Agreement

2.5 Substitution With notification to Client, Hart may substitute Product(s) of equivalent or superior functionality and performance in the event that any of the Product(s) ordered are not available. If Hart reasonably determines that the substitute Product(s) would be more suitable, this substitute will be documented on the Change Request Form, modifying the Hardware or Software listed in Exhibit A (Pricing and Inventory) of the applicable Supplemental Agreement(s) and submitted to Client for approval, which approval shall not be unreasonably withheld

2.6 Training Hart will provide training to Client's personnel as specified in one or more Integrated System Installation Supplemental Agreement(s) or Professional Services Supplemental Agreement(s). Client will be responsible for all training not specifically provided for in Supplemental Agreement(s)

3 LICENSES AND SUBLICENSES

3.1 Supplemental Agreements Hart will provide Client with licenses and sublicenses under Section 3.2 to the Hart Proprietary Software and Non-Hart Sublicensed Software, respectively, which is specified by Hart and Client in Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s). Licenses and sublicenses provided under an Annual Software License and Maintenance Supplemental Agreement will begin with the date of the Annual Software License and Maintenance Supplemental Agreement and end upon termination or expiration of such agreement. The terms of this Agreement, including but not limited to this Section 3, and the terms of the applicable Annual Software License and Maintenance Supplemental Agreement will apply to all licenses of Hart Proprietary Software and to all sublicenses of Non-Hart Sublicensed Software. In some cases, Non-Hart Software (consisting of Non-Hart Other Software) may be provided subject to a license directly from the Licensor to Client. If a separate license agreement applies to or

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accompanies Non-Hart Software, then the separate license agreement terms will apply and supersede the license terms in this Master Agreement and the Supplemental Agreements for that Non-Hart Software. Client agrees to comply with the terms of all licenses governing Hart Proprietary Software and Non-Hart Software.

3.2 Licenses and Sublicenses Hart grants to Client a personal, nonexclusive, nontransferable limited license or sublicense to Use the Hart Proprietary Software and Non-Hart Sublicensed Software, respectively, which is identified as licensed or sublicensed to Client in Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s). Client is licensed or sublicensed to Use the Hart Proprietary Software and Non-Hart Sublicensed Software only for Client's internal data processing requirements at the Licensed Location on the Licensed Server by the Number of Licensed Users, each as specified in the applicable Annual Software License and Maintenance Supplemental Agreement. Client may temporarily transfer the Hart Proprietary Software and Non-Hart Sublicensed Software to a back-up server at an alternative location within Client's county of operation if the Licensed Server is inoperative or the Licensed Location is temporarily unavailable. Unless otherwise provided in the applicable Annual Software License and Maintenance Supplemental Agreement, Client will only be provided and permitted to use the executable form of Hart Proprietary Software and Non-Hart Sublicensed Software and such use must be in connection with the application package provided by Hart. Client agrees that Hart or its representatives may periodically inspect and audit, at mutually agreed upon times during normal business hours, the computer site, Integrated Systems and appropriate records of Client to verify Client's compliance with the terms of this Master Agreement and all applicable Supplemental Agreement(s) with respect to the Software supplied by Hart.

3.3 Protection of Software

(a) Client shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, modification or decompilation of any Software.
(b) Client shall not modify, assign, transfer, sublicense, time-share, rent, copy, or duplicate the Software, provided, Client may have in its possession a reasonable number of copies of the Software for inactive archival or back-up purposes. All copies of the Software, in whole or in part, must contain all of Hart's and the third-party Licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government restricted rights) as they appear on the copies of the Software provided to Client. Client shall notify Hart of the following:

(i) the location of all Software and all copies thereof, and

(ii) any circumstances known to Client regarding any unauthorized possession or use of the Software.

(c) Upon termination of Client's license or sublicense of Software, Client shall immediately discontinue all use of the Software and return to Hart or destroy, at Hart's option, the Software (and all related documentation and Proprietary and Confidential Information) and all archival, back-up, and other copies thereof, and provide certification to Hart of such return or destruction.

(d) Client shall not publish any results of benchmark tests run on any Software.

(e) Client shall not relocate the Hart Proprietary Software or Non-Hart Sublicensed Software from the Licensed Location, except as permitted in Section 3.2.

(f) Client shall maintain the Hart Proprietary Software and Non-Hart Sublicensed Software in confidence and comply with the terms of Section 7, Protection of Proprietary and Confidential Information, with respect to such Software.

(g) The terms of this Section 3.3 will survive the termination or expiration of this Agreement and the applicable Annual Software License and Maintenance Supplemental Agreement.

3.4 No Transfer of Title This Agreement does not transfer to Client title to any Software, intellectual property contained in any Software, or Proprietary and Confidential Information. Title to Hart Proprietary Software and all copies thereof, and all associated intellectual property rights therein, will remain in Hart. Title to Non-Hart Software and all copies thereof, and all associated intellectual property rights therein, will remain in the applicable third-party Licensor.

3.5 Inherently Dangerous Applications The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Client shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party Licensor will not be liable for any claims or damages arising from such use.

4 MAINTENANCE SERVICES

4.1 Maintenance Hart will provide Maintenance Services to the extent provided for in Annual Software License and Maintenance Supplemental Agreement(s) or Professional Services Supplemental Agreement(s) and pursuant to the terms and conditions of Hart's Description of Maintenance Services, as amended from time to time. Hart will make reasonable efforts to remedy or provide a reasonable work-around for defects, errors or malfunctions in Hart Proprietary Software which have a significant adverse affect upon operation of the Hart Proprietary Software or Integrated System, as applicable, and which are promptly reported by Client to Hart.

4.2 Limitation Hart will not provide Maintenance Services if alterations to Products or Integrated Systems which are not made by Hart or attachments to Products or Integrated Systems which are not provided and installed by

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Hart directly or indirectly result in any malfunction, nonperformance, or degradation of performance of Products or Integrated Systems

4.3 Exclusions

(a) Maintenance Services apply only to properly configured Products at the minimum Hardware and Software levels designated by Hart for support of the applicable Product specifications

(b) Maintenance Services do not include correction or repair of defects, errors, or malfunctions, including any related to data functionality, in the design, manufacture, materials, or workmanship of either (i) Non-Hart Other Software or (ii) Hardware

(c) Maintenance Services described in this Section 4 and under Annual Software License and Maintenance Supplemental Agreement(s), including the Description of Maintenance Services exhibit, do not cover defects, errors, or malfunctions that are not attributable to the relevant Hart Proprietary Software or Integrated System or which are caused by any of the following (i) deinstallation, reinstallation, or relocation of any item of Hardware by Client or any third party, (ii) Client's failure to follow operational or maintenance instructions as set forth in applicable documentation, (iii) the use of noncompatible media or supplies, (iv) repair, maintenance, modification or alteration of the Hart Proprietary Software, Hardware, or Integrated System by Client or third parties, (v) use of hardware or software not supplied or authorized by Hart, (vi) external factors (e.g., power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry), (vii) failure to maintain proper site specifications and environmental conditions, (viii) negligence, accidents, neglect, misuse, or tampering, (ix) improper or abnormal use or use under abnormal conditions, (x) use in a manner not authorized by this Master Agreement and any Supplemental Agreement(s) or use inconsistent with Hart's specifications, (xi) attachments or alterations not provided and installed by Hart as further described in Section 4.4 or (xii) the introduction of software viruses

(d) Hart reserves the right to charge on a time and materials basis for efforts expended due to problems caused by these maintenance exclusions

4.4 Alterations and Attachments

(a) Client will be solely responsible for infringement, personal injury, or damage to property, Products, and Integrated Systems resulting from alterations to Products or Integrated Systems that are not made by Hart or attachments to Products or Integrated Systems that are not provided and installed by Hart

(b) Client will give Hart prior written notice of any proposed alterations or attachments to Products or Integrated Systems subject to Maintenance Services. Hart has no

obligation to provide Maintenance Services for Products or Integrated Systems containing alterations not made by Hart or attachments not provided and installed by Hart. If Hart agrees to maintain, support or correct altered Products or Integrated Systems, Hart may impose additional fees. Hart is not responsible for a malfunction, nonperformance, or degradation of performance of Products or Integrated Systems caused by or resulting directly or indirectly from any alteration or attachment unless Hart has provided and installed the alteration or attachment and has informed Client that such adverse conditions will not occur. For purposes of this Master Agreement "alterations" includes, but is not limited to, the incorporation of components, boards, and subassemblies not provided by Hart into Products or Integrated Systems, as well as modifications to Products or Integrated Systems that are not made by Hart. "Attachments" includes, but is not limited to, any hardware, software, components, or devices that are connected to Products or Integrated Systems and that are not provided by Hart.

5 CHARGES, PAYMENT

5.1 Charges Charges for Products, Services, and Integrated Systems will be identified and payable in accordance with the terms set forth in the relevant Supplemental Agreement(s). All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Hart in a notice to Client.

5.2 Late Charges All charges must be paid as agreed in a Supplemental Agreement. If invoiced, all payments are due no later than thirty (30) days from the invoice date. Hart may impose a late payment charge on past due payments equal to the lesser of (a) 1% per month or (b) the maximum rate allowed by law.

5.3 Additional Charges Additional charges may apply to services rendered outside contracted hours or beyond normal coverage at Client's request, including, but not limited to, travel expenses, premium, and minimum charges.

5.4 Payment Disputes If any dispute exists between the parties concerning the amount due or due date of any payment, Client shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Client or Hart of any of their respective legal rights and remedies against each other.

5.5 Price Protection

(a) The prices for Products in any Supplemental Agreement will remain firm through delivery, unless through no fault of Hart shipment takes place more than one (1) year after the date of the Supplemental Agreement. If Hart notifies Client that an increase in prices will apply to its order and the affected part of the order is not part of an Integrated System, Client may terminate the affected part of its order by

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giving written notice to Hart within ten (10) days of the date of notification of the increase

(b) Fees for Maintenance Services under an Annual Software License and Maintenance Supplemental Agreement will not be increased during the twelve-month (12-month) period beginning with the Installation Date, but may be increased on the first anniversary of the Installation Date and on each subsequent anniversary of the Installation Date with thirty (30) days prior written notice to Client

(c) Fees for Software licenses, Software sublicenses, and Services under Supplemental Agreements of at least one year will not be increased during the twelve-month (12-month) period beginning with the Installation Date, but may be increased on the first anniversary of the Installation Date and on each subsequent anniversary of the Installation Date with thirty days prior written notice to Client. If Software or Services are contracted on a month-to-month basis, the fees may be increased at any time with sixty days prior written notice to Client

5.6 Taxes If Client is tax-exempt, Client will provide Hart with proof of its tax-exempt status. If Client is not tax-exempt, (a) Client will pay any tax Hart becomes obligated to pay in connection with this Agreement, exclusive of taxes based on the net income of Hart and (b) Client will pay all personal property and similar taxes assessed after shipment. If Client challenges the applicability of any such tax, Client shall pay the tax and may thereafter seek a refund.

5.7 Delivery Unless otherwise specified in the relevant Supplemental Agreement, Hart will arrange for delivery of Integrated Systems and Products to Client and delivery charges will be included in Hart's pricing.

5.8 Installation Unless otherwise provided in the relevant Supplemental Agreement, if the Supplemental Agreement provides for Hart to install Integrated Systems or Products, (a) installation will be performed during Hart normal working hours, (b) all installation will be subject to the then-current standard Hart charges and conditions, and (c) if additional labor and rigging is required for installation due to Client's special site requirements, Client will pay those costs including costs to meet union or local law requirements.

6 CLIENT RESPONSIBILITIES

6.1 Independent Determination Client acknowledges it has independently determined that the Products, Services, and Integrated Systems ordered under this Master Agreement and Supplemental Agreement(s) meet its requirements.

6.2 Cooperation Client agrees to cooperate with Hart and promptly perform Client's responsibilities under this Master Agreement, including, but not limited to, those set forth in any Supplemental Agreement. Client shall

(a) provide adequate working and storage space for use by Hart personnel near Hardware, Software, and Integrated Systems;

(b) provide Hart full access to the Hardware, Software, and Integrated Systems and sufficient computer time, subject only to Client's security rules.

(c) follow Hart's procedures for placing service requests and determining if remedial service is required,

(d) follow Hart's or manufacturer's instructions for operator maintenance and obtaining services,

(e) provide a memory dump and additional data in machine-readable form if requested,

(f) reproduce suspected errors or malfunctions in Software.

(g) install all Hart Software and Non-Hart Software releases supplied by Hart, within ninety (90) days of receipt of such release by Client,

(h) provide timely access to key customer personnel and timely response to Hart's questions, and

(i) otherwise cooperate with Hart in its performance under this Master Agreement and Supplemental Agreements.

6.3 Site Preparation Client is responsible for compliance with all local labor concerns and building codes. If Hart is to install Products, Client shall prepare and maintain the installation site in accordance with the manufacturer's instructions and instructions provided by Hart and ensure that these instructions are not in violation of labor laws or building ordinances. Client is responsible for environmental requirements, electrical interconnections and modifications to facilities for proper installation. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.

6.4 Site Maintenance Client shall maintain the appropriate operating environment, in accordance with the manufacturer's specifications and Hart's specifications, for the Hardware, Software, and Integrated Systems and all communications hardware, telephone lines, electric lines, cabling, modems, air conditioning, and all other hardware and utilities necessary for the Hardware, Software, and Integrated Systems to operate properly.

6.5 Use Client is exclusively responsible for supervising, managing, and controlling its use of the Hardware, Software, and Integrated Systems, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making daily backups, providing virus protection, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Client will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable manuals, instructions, and specifications.

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6.6 Backups Client will maintain back-up data necessary to replace critical Client data in the event of loss or damage to data from any cause

6.7 Compliance with Third-Party Contracts. Client represents and warrants to Hart that it does not have any contracts or other obligations to third parties, including, but not limited to, any license agreements or confidentiality obligations, that will be violated in any respect by Client's or Hart's performance under this Master Agreement or any Supplemental Agreement(s)

7 PROTECTION OF PROPRIETARY AND CONFIDENTIAL INFORMATION

7.1 Confidentiality Client shall keep in confidence and protect Proprietary and Confidential Information from disclosure to third parties and restrict its use to uses expressly permitted under this Master Agreement and the Supplemental Agreements. Client shall take all reasonable steps to ensure that Proprietary and Confidential Information is not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Master Agreement and Supplemental Agreement(s). Client shall keep the Software and all tapes, CDs, diskettes, and other physical embodiments of the software, and all copies thereof, at a secure location and limit access to those employees who must have access to enable Client to use the Software. Client acknowledges that unauthorized disclosure of Proprietary and Confidential Information may cause substantial economic loss to Hart or its suppliers and licensors. Client agrees not to copy Proprietary and Confidential Information, in whole or in part, except as expressly authorized by this Master Agreement and any Supplemental Agreement(s). Each permitted copy of Proprietary and Confidential Information, including its storage media, will be marked by Client to include all notices and legends (including government restricted rights) that appear on the original. Title, copyright, and all other proprietary rights in and to the Software, at all times remain vested exclusively in Hart or, as applicable, the respective third-party Licensors.

7.2 Return of Proprietary and Confidential Information Upon termination or cancellation of this Master Agreement, Client shall immediately destroy or return to Hart, at Hart's option, all Proprietary and Confidential Information in Client's possession or control (including Proprietary and Confidential Information incorporated in other software or writings) and provide certification to Hart of such return or destruction. Upon termination of a Supplemental Agreement, Client shall immediately destroy or return, at Hart's option, all Proprietary and Confidential Information in Client's possession or control (including Proprietary and Confidential Information incorporated in other software or writings) relating to such Supplemental Agreement, which is no longer licensed or sublicensed to Client pursuant to another Supplemental Agreement.

7.3 Intellectual Properties All ideas, concepts, know-how, data processing techniques, Software, documentation,

diagrams, schematics, blueprints, and trade secrets developed by Hart personnel (alone or jointly with Client) in connection with Proprietary and Confidential Information or Products, Services, and Integrated Systems provided to Client will be the exclusive property of Hart. Hart grants to Client a nonexclusive, royalty-free license to use of any of the foregoing in connection with Client's use of the Products and/or Integrated System as permitted by the terms of this Master Agreement and the Supplemental Agreement(s).

7.4 Support Materials Client acknowledges that all support materials, including without limitation, diagnostic software, are the property of and include Proprietary and Confidential Information of Hart. Client will not use such materials. Hart has the right to remove such materials from Client's facility at any time. This provision applies unless Client has specifically purchased or licensed such support materials pursuant to a Supplemental Agreement.

7.5 Client Employees Client will inform its employees of their obligations under this Section 7 to ensure such obligations are met.

7.6 Survival This Section 7 will survive termination or cancellation of this Agreement and the Supplemental Agreement(s).

8 TITLES, RISK OF LOSS

8.1 Hardware Title to Hardware and risk of loss of or damage to Hardware will pass to Client upon delivery to Client or Hart as Client's agent.

8.2 Software

(a) Hart Proprietary Software Title to Hart Proprietary Software and all associated intellectual property rights will remain in Hart, including, but not limited to, all copyrights, trade secrets, trademarks, and other proprietary rights in and to the Hart Proprietary Software.

(b) Non-Hart Software Title to Non-Hart Software and all associated intellectual property rights will remain in the applicable third-party Licensor including, but not limited to, all copyrights, trade secrets, trademarks, and other proprietary rights in and to the Non-Hart Software.

(c) Risk of Loss Risk of loss to Software will pass to Client on the Installation Date, except to the extent covered by the limited warranties in Section 9 or Maintenance Services pursuant to an Annual Software License and Maintenance Supplemental Agreement, as applicable.

8.3 Data Client will retain all title, rights, and ownership of all images and associated indexes, and other data created and/or acquired by use of the Hardware, Software, and Integrated Systems as stored on magnetic disk, magnetic tape, optical disk, optical tape, CD-ROM disk (or other "like" electronic media that may be used).

8.4 Proprietary and Confidential Information Title to Hart's Proprietary and Confidential Information will remain

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in Hart Title to Proprietary and Confidential Information of Hart's suppliers and licensors will remain in the relevant suppliers and licensors

9 REPRESENTATIONS AND WARRANTIES

9.1 Title Hart represents and warrants that it owns or has the right to license or sublicense the Hart Proprietary Software and Non-Hart Sublicensed Software licensed or sublicensed by Hart to Client as provided for under Annual Software License and Maintenance Supplemental Agreement(s)

9.2 Maintenance Services

Hart will make reasonable efforts to remedy or provide a reasonable work-around for defects, errors, or malfunctions in Hart Proprietary Software that have a significant adverse affect upon operation of the Hart Proprietary Software or Integrated System, as applicable, and that are reported by Client to Hart. Because not all errors or defects can or need be corrected Hart does not warrant that all errors or defects will be corrected. Similarly, Hart does not warrant that the functions contained in Hart Proprietary Software or Integrated Systems will meet all of Client's requirements or that the Hart Proprietary Software or Integrated Systems will operate in combinations selected for use by Client with hardware or software not approved by Hart. Errors or defects must be reported on Hart's Client Service Request Form, Exhibit C to the applicable Annual Software License and Maintenance Supplemental Agreement and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable work-around. The remedies and obligations set forth in this Section 9.2 are the full extent of Client's remedies and the full extent of Hart's obligations with respect to errors, defects, or malfunctions of the Integrated System, Hart Proprietary Software, and Non-Hart Sublicensed Software

9.3 Initial Maintenance Period at No Extra Charge During the one-year (1-year) period beginning with the Installation Date, in lieu of a one-year (1-year) warranty, Hart will provide to Client, at no extra charge, Maintenance Services at Level One, Basic Level of Service on the terms and conditions (including the exclusions, limitations, and restrictions) set forth in the applicable Annual Software License and Maintenance Supplemental Agreement, Hart's Description of Maintenance Services, as amended from time to time, and Sections 4, 9.2, 9.7, and 9.8 of this Master Agreement. Client's remedies are limited to Maintenance Services as set forth in this Section 9.3

9.4 Conversion. If Hart converts Client's legacy data pursuant to a Supplemental Agreement, Hart warrants, for the benefit of Client only, that Hart has converted the legacy data as extracted by Client into the Integrated System as directed by Client. Client shall review the converted data and Client's sole remedy and Hart's sole obligation for conversion services will be to correct any errors caused by conversion of the data by Hart, as detected by Client. Hart will not be

obligated to correct errors in the data provided to Hart. The remedies and obligations set forth in this Section 9.4 are the full extent of Client's remedies and the full extent of Hart's obligations with respect to errors caused by the conversion of data by Hart

9.5 Non-Hart Software HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO NON-HART SOFTWARE, ALL OF WHICH IS SOLD OR LICENSED TO CLIENT "AS IS." Hart will pass through to Client, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's and Licensor's warranties covering Non-Hart Software, but only to the extent, if any, permitted by the third-party manufacturer and Licensor. Client may independently seek to obtain directly from the manufacturers or Licensors of the Non-Hart Other Software maintenance of the Non-Hart Other Software under any warranty or guarantee provided by such third-party manufacturer or Licensor. Client agrees to look solely to the warranties and remedies, if any, provided by the third-party manufacturer or Licensor. The remedies and obligations set forth in this Section 9.5 are the full extent of Client's remedies and the full extent of Hart's obligations with respect to warranties of Non-Hart Software

9.6 Hardware HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO HARDWARE, ALL OF WHICH IS SOLD OR LICENSED TO CLIENT "AS IS." Hart will pass through to Client, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the Hardware, but only to the extent, if any, permitted by the third-party manufacturer. Client may independently seek to obtain directly from the manufacturers of the Hardware maintenance of the Hardware under any warranty or guarantee provided by such third-party manufacturer. Client agrees to look solely to the warranties and remedies, if any, provided by the manufacturer. The remedies and obligations set forth in this Section 9.6 are the full extent of Client's remedies and the full extent of Hart's obligations with respect to warranties of Hardware

9.7 Proof of Insurance Hart will maintain insurance with financially reputable insurers, licensed to do business in the state of residence of Client, at levels standard in the industry. Upon request by Client, Hart will deliver a certificate of insurance, evidencing that such insurance is in force and will not be canceled or materially altered without giving Client thirty (30) days prior written notice

9.8 DISCLAIMER EXCEPT FOR THE EXPRESS LIMITED WARRANTIES IN THIS MASTER AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A

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PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NONINFRINGEMENT FOR HART AND NON-HART PRODUCTS AND SERVICES THE EXPRESS LIMITED WARRANTIES EXTEND SOLELY TO CLIENT

10 LIMITATION OF DAMAGES

10.1 EXCLUSIVE REMEDY HART'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM CONCERNING THIS MASTER AGREEMENT AND SUPPLEMENTAL AGREEMENTS, AND THE PRODUCTS, SERVICES, AND INTEGRATED SYSTEMS PROVIDED UNDER THIS MASTER AGREEMENT AND SUPPLEMENTAL AGREEMENTS, ARE SET FORTH IN THIS SECTION

10.2 DISCLAIMER CLIENT IS RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACK-UP OF ALL CLIENT DATA UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CLIENT DATA

10.3 LIMITATION NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MASTER AGREEMENT OR ANY SUPPLEMENTAL AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW HART AND ANY PARTY INVOLVED IN THE CREATION, MANUFACTURE, OR DISTRIBUTION OF THE PRODUCTS AND INTEGRATED SYSTEMS OR PERFORMANCE OF THE SERVICES, WILL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THIS MASTER AGREEMENT OR SUPPLEMENTAL AGREEMENTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART'S LIABILITY TO CLIENT FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT AND SUPPLEMENTAL AGREEMENTS WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO HART UNDER THE SUPPLEMENTAL AGREEMENT WITH RESPECT TO WHICH THE DIRECT DAMAGES WERE INCURRED HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CLIENT'S NEGLIGENCE OR INTENTIONAL ACTS OR FOR ANY CLAIM AGAINST CLIENT OR ANYONE ELSE BY ANY THIRD PARTY

10.4 Referrals Hart may direct Client to third parties having products or services that may be of interest to Client for use in conjunction with the Products, Services, or Integrated Systems Notwithstanding any Hart

recommendation, referral, or introduction, Client will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality

11. INFRINGEMENT INDEMNITY

11.1 Indemnity Hart, at its own expense, will defend and indemnify Client against claims that Hart Proprietary Software furnished under this Master Agreement or Supplemental Agreements infringe a United States patent or copyright or misappropriate trade secrets protected under United States law, provided Client (a) gives Hart prompt written notice of such claims pursuant to Section 14.11, (b) permits Hart to control the defense and settlement of the claims, and (c) provides all reasonable assistance to Hart in defending and settling the claims

11.2 Remedies As to any Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the Hart Proprietary Software for Client or (b) replace or modify the Hart Proprietary Software to avoid the claim If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Client will stop using the Hart Proprietary Software, and Client will return to Hart or destroy all copies of the Hart Proprietary Software, and will certify in writing to Hart that such return or destruction has been completed Upon return or Hart's receipt of certification of destruction of the Hart Proprietary Software, Hart will give Client a credit for the price paid to Hart, less a reasonable offset for use and obsolescence

11.3 Exclusions Hart will not defend or indemnify Client if any claim of infringement or misappropriation (a) is asserted by an affiliate of Client, (b) results from Client's design or alteration of any Hart Proprietary Software, (c) results from use of any Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is part of an Integrated System designed and installed by Hart for Client, or (d) relates to a non-Hart Product alone

11.4 Exclusive Remedies This Section 11 states the entire liability of Hart and Client's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation

12 TERMINATION

12.1 Term The term of this Master Agreement will be for two (2) years from the Effective Date (the "Initial Term") This Master Agreement will automatically renew for consecutive one (1) year term thereafter ("Renewal Terms") unless either party notifies the other of its election not to

Hart InterCivic, Inc
Master Agreement

renew the terms of this Master Agreement at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. Notwithstanding the termination of this Master Agreement upon the expiration of the Initial Term or any Renewal Term, this Master Agreement will remain in effect with respect to any Supplemental Agreements then in progress, but not then completed, until such Supplemental Agreements terminate or another Master Agreement is entered into by Client and Hart

12.2 Defaults The following events are deemed to be defaults

(a) A party committing a material breach of any term of this Master Agreement or any Supplemental Agreement, if such breach has not been cured within thirty days after written notice of such breach has been given by the non-defaulting party to the defaulting party,

(b) A party filing bankruptcy, becoming insolvent, or having its business placed in the hands of a receiver, assignee, or trustee, whether by voluntary act or otherwise,

(c) A party failing to comply in any material respect with any federal, state, or local laws applicable to a party's performance under this Master Agreement or any Supplemental Agreement

12.3 Termination for Default A party may terminate this Master Agreement and the relevant Supplemental Agreement(s) before expiration of their respective term(s) for default by the other party. If default occurs, the parties will have all remedies provided in this Master Agreement and otherwise available by statute, law, or equity

12.4 Survival Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to successors and permitted assigns

12.5 Suspension of Performance If any payment due to Hart under this Master Agreement or any Supplemental Agreement is past due more than thirty (30) days, Hart may suspend performance under this Master Agreement and any or all Supplemental Agreements until all amounts due are current

12.6 Fiscal Funding Hart or Client may terminate this Agreement or any subsequent Supplemental Agreement upon thirty (30) days written notification due to the lack of fiscal funding. Client will be responsible for payment of all labor, costs, and expenses incurred by Hart through the date of the receipt of written notification

12.7 Termination of Maintenance Services

(a) Client may terminate this Master Agreement or any Supplemental Agreement(s) at any time after the first anniversary of the Installation Date by providing at least sixty (60) days prior written notice of termination to Hart.

(b) Hart may not terminate an Annual Software License and Maintenance Supplemental Agreement during

the first thirty-six (36) months of paid maintenance. Thereafter, Hart may terminate Maintenance Services provided to the Client for any Product or Integrated System upon written notice six (6) months prior to termination

(c) If Hart determines that any alterations, attachments, or modifications not made by Hart will interfere with the provision of Maintenance Services, then Hart may notify Client of its intention to terminate Maintenance Services. If Client does not cure within thirty (30) days of such notice, Maintenance Services will be terminated

(d) Notwithstanding anything in this Master Agreement, if Client is in default of Section 6.2(g), Hart may terminate Maintenance Services for such Hart Software or Non-Hart Software for which Client is in default

13 DISPUTE RESOLUTION

13.1 Disputes and Demands The parties will attempt to resolve any claim or controversy related to or arising out of this Master Agreement or Supplemental Agreements, whether in contract or in tort ("Dispute"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("Demand")

13.2 Negotiation and Mediation After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("AAA")

13.3 Injunctive Relief Notwithstanding the provisions of Section 12.2(a) and this Section 13, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without the requirement for prior notice and opportunity to cure under Section 12.2(a) and without complying with the negotiation and mediation provisions of this Section 13

13.4 Time Limit Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Master Agreement or Supplemental Agreements may be brought more than two (2) years after the cause of action first accrued

14 GENERAL PROVISIONS

14.1 Entire Agreement This Master Agreement, the Supplemental Agreements and the attachments and exhibits thereto are the entire agreement and supersede all prior negotiations and oral agreements. Hart has made no representations or warranties with respect to this Master Agreement or the Supplemental Agreements that are not included herein or therein. This Master Agreement and the Supplemental Agreements may not be amended or waived except in writing signed by an officer of the party to be bound thereby. If any conflict exists between the terms of this

Hart InterCivic, Inc
Master Agreement

Master Agreement and any Supplemental Agreement, the terms of the Supplemental Agreement will control

14.2 Preprinted Forms The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Master Agreement and the Supplemental Agreements, is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this Master Agreement, including, but not limited to, this Section 14.2, and the terms of Supplemental Agreements cannot be amended, modified, or altered by any conflicting preprinted terms, provisions, or conditions contained in a preprinted form, such as purchase orders or acknowledgments. If any conflict exists between this Master Agreement or Supplemental Agreements and any terms and conditions on a purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Master Agreement and Supplemental Agreements will govern.

14.3 Interpretation This Master Agreement and the Supplemental Agreements will be construed according to their fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Master Agreement or Supplemental Agreements. All words and phrases in this Master Agreement and the Supplemental Agreements are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

14.4 Governing Law THIS MASTER AGREEMENT AND THE SUPPLEMENTAL AGREEMENTS WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS, UNLESS CLIENT IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CLIENT IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

14.5 Severability Whenever possible, each provision of this Master Agreement and the Supplemental Agreements will be interpreted to be effective and valid under applicable law, but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Master Agreement or Supplemental Agreement, as applicable, and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

14.6 Delays Hart is not responsible for failure to fulfill its obligations when due to causes beyond its reasonable control, including the failure of third-parties to timely provide Software, Hardware, Services, materials, or labor contemplated herein or in any Supplemental Agreement(s). Hart will notify Client in writing of any such delay, and the

time for Hart's performance will be extended for a period corresponding to the delay. Hart and Client will determine alternative procedures to minimize project delays.

14.7 Force Majeure "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Master Agreement or Supplemental Agreements that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, Force Majeure includes, but is not restricted to, the following types of events: acts of God or public enemy, acts of governmental or regulatory authorities (other than the Client and its governing entities), fires, floods, epidemics, or serious accidents, unusually severe weather conditions, strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay, and the cause of the delay. If a Force Majeure occurs, the affected party will not be deemed to have violated its obligations under this Master Agreement or any Supplemental Agreements, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

14.8 Compliance with Laws Client and Hart shall comply with all federal, state, and local laws in the performance of this Master Agreement and the Supplemental Agreements, including those governing use of the Hardware, Software, and Integrated Systems Products provided under this Master Agreement. Client shall not export or re-export any Products.

14.9 Assignments Hart may assign this Master Agreement and Supplemental Agreements or its interest in any Hardware, Software, or Integrated Systems, or may assign the right to receive payments, without Client's consent. Any such assignment, however, will not change the obligations of Hart to Client that are outstanding at the time of assignment. Client shall not assign this Master Agreement without the express written consent of Hart, such consent not to be unreasonably withheld. In the event of any permitted assignment of this Master Agreement or Supplemental Agreements, the assignee shall assume the liabilities and responsibilities of the assignor, in writing.

14.10 Independent Contractors Client and Hart are independent contractors and are not agents or partners of each other. Hart's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Client employment. Client's employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.

14.11 Notices Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on

the Signature Page for the party to whom the notice is given, or on the fifth (5th) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at their address set forth on the Signature Page. Each party may change its address for notice by giving written notice of the change to the other party.

14.12 Security Interests Hart reserves a purchase money security interest in Hardware until payment in full is received for all Hardware delivered to Client and, for that purpose, this Master Agreement is a security agreement. By signing this Master Agreement, Client authorizes Hart or its agent to sign on behalf of Client the necessary financing statements, or to file this Master Agreement or a copy of this Master Agreement to perfect its security interest. If this Master Agreement or a copy of it is filed, information concerning the security interests may be obtained from Hart at the address for Hart stated on the signature page. If Client fails to make any payment identified as delinquent within ten (10) days after notice of such delinquency is provided to Client, Hart may repossess Products, excluding only Hardware for which the purchase price has been fully paid. The terms of this Section 14.12 will survive the termination of this Master Agreement.

14.13 Press Releases Client hereby grants Hart the right to make public announcements and use Client's name in relation to this Master Agreement and any Supplemental Agreements.

The rest of this page is intentionally left blank.

THE STATE OF TEXAS

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115TH JUDICIAL DISTRICT

UPSHUR COUNTY, TEXAS

2004-2005
ANNUAL COMPENSATION ORDER
(AUDITOR, ASSISTANT AUDITOR, AND COURT REPORTER)

WHEREAS, Section 152.905 of the Local Government Code provides that a public hearing shall be held before the District Judge sets the annual compensation for the **County Auditor, Assistant Auditor, and Court Reporter**, and

WHEREAS, such hearing was held at 8:00 a.m. on September 16, 2004, in the Jury Room for the 115th District Court located in the Upshur County Justice Center pursuant to notice published in the Gilmer Mirror and Jefferson Jimplecute, and

WHEREAS, it was determined by the District Judge at such meeting that the **Upshur County Auditor's** compensation shall be set at \$40,090 00 annually for the 2004-2005 budget year. This salary shall be paid in twelve (12) equal monthly installments effective October 1, 2004; and

WHEREAS, it was determined by the District Judge at such meeting that the **Upshur County Assistant Auditor's** compensation shall be set at \$25,011.00 annually for the 2004-2005 budget year. This salary shall be paid in twelve (12) equal monthly installments effective October 1, 2004, and

WHEREAS, it was determined by the District Judge at such meeting that the **District Court Reporter's** compensation shall be set at \$46,641 00 annually for the 2004-2005 budget year. This salary shall be paid in twelve (12) equal monthly installments effective October 1, 2004.

This order shall be entered into the minutes of the 115th District Court of Upshur County,

Texas, and shall be certified by the Clerk of said Court to the Commissioners Court of Upshur County, Texas, which shall cause the same to be entered into the minutes of the Upshur County Commissioners Court with the appropriate order directing payment of said salaries.

WITNESS MY HAND at Gilmer, Texas, this the 16th day of September, 2004.

Lauren Parish

LAUREN PARISH
Judge, 115th District Court
Upshur County, Texas

FILED
CAROLYN BULLOCK
COUNTY CLERK
04 SEP 17 AM 10:31
UPSHUR COUNTY, TEXAS
BY *[Signature]*
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
2004 SEP 30 P 4:34
UPSHUR COUNTY, TX.
BY _____
DEPUTY

A CERTIFIED COPY
ATTEST CAROLYN BULLOCK
District Clerk, Upshur County
September 20, 2004
BY *[Signature]*
Deputy

RECORDED
Vol. 68 Page 374-375
Civil Minutes, Upshur Co., Texas

MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY

Collected by: Michael L. Smith, Tax Assessor-Collector of Upshur County
 During the month of: August 2004

The State of Texas, County of Upshur:

I, Michael L. Smith, Tax Assessor-Collector of said County, do solemnly swear that the within attached sheets are a true and correct report of all Taxes collected by me during the month of August 2004 showing the total collections as follows, viz:

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

COUNTY TAX COLLECTIONS ON	AD VALOREM	P & I	ATTORNEY FEES	VARIANCE	TABS	OTHER	TOTAL
CURRENT DELINQUENT	\$27,701 75	\$6,076 99	\$4756 81	47 64			\$37,583 19
DELINQUENT	\$23,804 91	\$13,063 42	\$5,467 91	14			\$42,336 38
PRIOR TO 1982 ATTORNEY FEES NOT COLLECTED							
TOTALS	\$51,506 66	\$18,140 41	\$10,224 72	47 78			\$79,919 57

FILED
 ROBIN RODENBERG
 COUNTY CLERK
 2004 SEP 30 P 4: 32
 UPSHUR COUNTY, TX.
 BY _____ DEPUTY

Michael L. Smith
 TAX ASSESSOR/COLLECTOR, UPSHUR COUNTY, TEXAS.
 Sworn to and subscribed before me this
17th day of September 2004 A. D

Robin Rodenberg
 COUNTY CLERK, UPSHUR COUNTY, TEXAS

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

Robin Rodenberg
 COUNTY CLERK, UPSHUR COUNTY, TEXAS

PAY DELINQUENT TAX ATTORNEY : \$10,224.72

MONTHLY REPORT
FOR
AD VALOREM TAXES AND FEES
AUGUST 2004

CURRENT DELINQUENT TAXE	\$27,701.75
DELINQUENT TAXES	\$23,804.91
PENALTY & INTEREST	\$18,140.41
ATTORNEY FEES COLLECTED	\$10,224.72
TAX CERTIFICATES & FEES	\$ 1,369.50
RETURN CHECK FEES	\$ 25.00
BEER AND ALCOHOL FEES	\$ 407.50
VOTER LIST	\$ 0.00
MICELLANEOUS FEES	\$ 10.00
VARIANCE	\$ 47.78
FEDERAL FLOOD CONTROL	\$ 0.00
ENTITIES COLLECTION FEES	\$ 0.00
MANUAL DISTRIBUTION	\$ 0.00
TEX	\$ 0.00

TOTAL COLLECTIONS \$81,731.50

AD VALOREM INTEREST - \$170.41
TXDOT INTEREST - \$344.08

FILED
ROBIN RODENBERG
COUNTY CLERK
2004 SEP 30 P 4:33
UPSHUR COUNTY, TX.
BY _____
DEPUTY

(230) UPSHUR COUNTY

#ITEMS	LEVY MAD	LEVY I&S	TAX DUE	DISC / P&I	ATTORNEY	FEE	AMOUNT PAID	AMOUNT DUE	VARIANCE
1981	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1983	1	31.10	0.00	31.10	80.55	16.73	0.00	128.40	128.40
1984	4	53.15	0.00	53.15	119.86	21.02	0.00	194.03	194.03
1985	5	110.16	0.00	110.16	203.08	22.61	0.00	335.85	335.85
1986	8	45.19	0.00	45.19	100.82	21.90	0.00	167.91	167.91
1987	8	46.35	8.80	55.15	116.38	25.73	0.00	197.26	197.26
1988	7	37.51	5.83	43.34	86.26	19.44	0.00	149.04	149.04
1989	8	24.67	3.59	28.26	52.82	12.16	0.00	93.24	93.24
1990	9	46.82	6.31	53.13	92.97	21.92	0.00	168.02	168.02
1991	11	58.99	8.35	67.34	109.71	26.57	0.00	203.62	203.62
1992	37	46.80	6.10	52.90	86.76	20.95	0.00	160.61	160.61
1993	18	125.25	14.84	140.09	193.28	49.98	0.00	383.35	383.35
1994	31	271.70	30.21	301.91	384.67	102.98	0.00	789.56	789.56
1995	35	461.49	26.04	487.53	559.05	157.00	0.00	1203.58	1203.58
1996	32	603.44	55.86	659.30	670.70	195.13	0.00	1525.13	1525.13
1997	45	872.57	75.53	948.10	861.81	271.43	0.00	2081.34	2081.34
1998	56	1091.54	111.39	1202.93	948.85	322.72	0.00	2474.50	2474.50
1999	120	2141.22	0.00	2141.22	1437.83	536.87	0.00	4115.91	4115.92
2000	115	3367.04	438.38	3805.42	2089.43	884.22	0.00	6779.40	6779.07
2001	177	5291.68	556.13	5847.81	2499.45	1244.26	0.00	9591.52	9591.52
2002	282	6947.75	783.13	7730.88	2369.14	1494.27	0.00	11594.11	11594.29
2003	1217	25826.19	1875.56	27701.75	5076.99	4756.81	0.00	37583.19	37535.55
Entity 230	2227	47500.61	4006.05	51506.66	18140.41	10224.72	0.00	79919.57	79871.79

UPSHUR COUNTY TAX ASSESSOR COLLECTOR
THE SOFTWARE GROUP, INC.A T C S Y S T E M
RECAP REPORT FOR ENTITY 230 08/01/04 THRU 08/31/0409 Sep 2004
PAGE 1

YR	ORIG ADJ TAX	CHG TAX DUE	NEW ADJ TAX	TAX PAID	DISC/PLI	ATT FEE	NET PAID	AMOUNT PAID	VARIANCE
41	0 13	0.00	0 13	0.00	0.00	0 00	0.00	0.00	0.00
49	1.27	0 00	1.27	0.00	0.00	0.00	0.00	0.00	0.00
50	1 28	0 00	1 28	0 00	0.00	0.00	0.00	0.00	0.00
51	2 88	0 00	2 88	0.00	0.00	0 00	0.00	0.00	0.00
52	3.83	0 00	3 83	0 00	0 00	0.00	0.00	0.00	0.00
53	1 28	0.00	1 28	0 00	0 00	0 00	0.00	0 00	0.00
54	1 28	0.00	1 28	0 00	0.00	0.00	0.00	0.00	0.00
55	1 73	0.00	1 73	0 00	0 00	0.00	0.00	0.00	0.00
56	1 73	0 00	1 73	0 00	0 00	0 00	0 00	0.00	0 00
57	1 87	0 00	1 87	0 00	0 00	0.00	0.00	0 00	0.00
58	1 43	0 00	1 43	0 00	0.00	0.00	0.00	0.00	0.00
59	4 74	0.00	4 74	0 00	0.00	0.00	0.00	0.00	0.00
60	4.10	0 00	4 10	0 00	0 00	0.00	0.00	0 00	0.00
61	4 97	0.00	4 97	0.00	0 00	0 00	0.00	0 00	0.00
62	4 92	0 00	4.92	0 00	0 00	0.00	0.00	0.00	0.00
63	9.64	0.00	9 64	0.00	0 00	0.00	0.00	0.00	0.00
64	10 11	0.00	10 11	0 00	0 00	0.00	0.00	0 00	0.00
65	24 43	0 00	24 43	0 00	0 00	0.00	0.00	0.00	0.00
66	10 01	0.00	10 01	0.00	0 00	0.00	0.00	0 00	0.00
67	29 84	0 00	29 84	0 00	0 00	0.00	0.00	0.00	0.00
68	38 84	0 00	38 84	0 00	0 00	0.00	0.00	0.00	0.00
69	60.44	0.00	60 44	0.00	0 00	0.00	0.00	0.00	0.00
70	64 30	0 00	64 30	0 00	0 00	0.00	0.00	0.00	0.00
71	38 30	0 00	38.30	0 00	0 00	0.00	0.00	0 00	0.00
72	62 03	0 00	62 03	0.00	0.00	0 00	0.00	0 00	0.00
73	27 61	0 00	27 61	0 00	0 00	0 00	0.00	0 00	0.00
74	39 01	0 00	39 01	0 00	0 00	0 00	0.00	0 00	0.00
75	68 27	0.00	68 27	0.00	0 00	0.00	0.00	0 00	0.00
76	57.50	0.00	57.50	0.00	0 00	0.00	0.00	0.00	0.00
77	60 35	0.00	60 35	0 00	0.00	0 00	0.00	0.00	0.00
78	106 35	0 00	106 35	0.00	0 00	0.00	0.00	0 00	0.00
79	126 74	0 00	126 74	0 00	0 00	0.00	0.00	0.00	0.00
80	176 56	0 00	176 56	0.00	0 00	0.00	0.00	0 00	0.00
81	598.75	-75 02	523 73	0 00	0.00	0.00	0.00	0.00	0.00
82	3109 83	0.00	3109 83	0 00	0 00	0.00	0.00	0 00	0.00
83	5967.48	0.00	5967 48	31 10	80 55	16.75	128 40	128 40	0.00
84	31120.50	0.00	31120 50	53 15	119 86	21.02	194 03	194.03	0.00
85	39501.03	-12.06	39488.97	110 16	203 08	22.61	335.85	335.85	0.00
86	33344.43	-15.51	33328.92	45.19	100.82	21.90	167.91	167.91	0.00
87	32695 99	-15.51	32680.48	55.15	116 38	25.73	197.26	197.26	0.00
88	29661 97	-14 70	29647 27	43.34	86.26	19.44	149.04	149.04	0.00
89	31548.94	-14.70	31534.24	28.26	52.82	12.16	93.24	93.24	0.00
90	33925.73	-15.15	33910.58	53.13	92.97	21.92	168.02	168.02	0.00
91	37979.87	-25.25	37954.62	67.34	109.71	26.57	203.62	203.62	0.00
92	42942.04	-26.97	42915.07	52.90	86.76	20.95	160.61	160.61	0.00
93	49243.38	-27.71	49217.67	140.09	193.28	49.98	383.35	383.35	0.00
94	56404.80	-26.74	56378.06	301.91	384.67	102.98	789.56	789.56	0.00

	YR	DRIG	ADJ	TAX	CHG	TAX	DUE	NEW	ADJ	TAX	TAX	PAID	DISC/PLI	ATT	FEE	NET	PAID	AMOUNT	PAID	VARIANCE
	95	76281.91			-27.96			76253.95				487.53	559.05	157.00		1203.58		1203.58		0.00
	96	93528.07			-28.26			93499.81				659.30	670.70	195.13		1525.13		1525.13		0.00
	97	118726.03			-28.58			118697.45				948.10	861.81	271.43		2081.34		2081.34		0.00
	98	147576.96			-141.44			147435.52				1202.93	948.85	322.72		2474.50		2474.50		0.00
	99	196522.11			-17.86			196504.25				2141.22	1437.83	536.87		4115.92		4115.91		-0.01
	00	296009.47			-18.63			295990.84				3805.42	2089.43	884.22		6779.07		6779.40		0.33
	01	535492.90			156.13			535649.03				5847.81	2499.45	1244.26		9591.52		9591.52		0.00
	02	7587655.37			429.41			7588084.78				7730.88	2369.14	1494.27		11594.29		11594.11		-0.18
	03	7380861.44			-139.28			7380722.16				27701.75	5076.99	4756.81		37535.55		37583.19		47.64
230		16861748.77			-85.79			16861662.98				51506.66	18140.41	10224.72		79871.79		79919.57		47.78

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FY: 10/01/2003

ATC SYSTEM
Monthly Statement of Condition Report
Month Ending 08/31/2004
Including Rollbacks

09/09/2004
Page 1

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CURRENT ROLL	CURRENT MTD	CURRENT YTD
Current Taxes Collected	27,701.75	7,007,280.23
M&O Collected	25,825.82	6,532,876.43
I&S Collected	1,875.55	474,392.64
Penalty and Interest	5,076.99	71,589.93
M&O Pen and Int	4,732.21	66,744.40
I&S Pen and Int	344.78	4,845.53
Attorney Fees	4,756.81	14,006.61
Overage	47.64	375.73
Total Funds Collected	37,583.19	7,094,052.50
2003 Tax Levy Roll	-	7,404,592.58
Supplements	(139.28)	(23,870.42)
Adjusted Tax Levy Roll		7,380,722.16
Prior Month Taxes Collected	6,979,578.48	
Current Month Taxes Collected	27,701.75	
Total Taxes Collected		7,007,280.23
Balance of Current Roll		373,441.93
% of Current Roll Collected		94.9403

DELINQUENT ROLL	CURRENT MTD	CURRENT YTD
Delinquent Taxes Collected	23,804.91	360,146.75
M&O Collected	21,674.21	327,583.13
I&S Collected	2,130.47	32,559.48
Penalty and Interest	13,063.42	189,048.69
M&O Pen and Int	11,971.22	173,039.64
I&S Pen and Int	1,092.20	16,009.05
Attorney Fees	5,467.91	82,627.13
Overage	0.14	3,903.64
Total Funds Collected	42,336.38	635,726.21
Delinquent Tax Levy Roll		1,595,396.31
Supplements	53.49	(35,834.62)
Adjusted Tax Levy Roll		1,559,561.69
Prior Month Taxes Collected	336,341.84	
Current Month Taxes Collected	23,804.91	
Total Taxes Collected		360,146.75
Balance of Delinquent Roll		1,199,414.94
% of Delinquent Roll Collected		23.0928

YR	ORIGINAL TAX	CHG TAX DUE	NEW ADJ TAX	ZCDL	PAID TAX # PAID	DISC/P&I	ATT FEE	AMOUNT PAID	VARIANCE	UNPAID TAX # UNPAID
41	0.13	0.00	0.13	0	0 00	0.00	0.00	0.00	0.00	0.13
					0					1
49	1.27	0.00	1.27	0	0.00	0.00	0.00	0.00	0.00	1.27
					0					1
50	1.28	0.00	1.28	0	0.00	0.00	0.00	0.00	0.00	1.28
					0					1
51	2.88	0.00	2.88	0	0.00	0.00	0.00	0.00	0.00	2.88
					0					2
52	3.83	0.00	3.83	67	2 55	11 44	2.10	16.09	0.00	1.28
					1					1
53	162.51	-161.23	1.28	0	0.00	0.00	0.00	0.00	0.00	1.28
					1					1
54	107.54	-106.26	1.28	0	0.00	0.00	0.00	0.00	0.00	1.28
					1					1
55	1.73	0.00	1.73	0	0.00	0.00	0.00	0.00	0.00	1.73
					0					1
56	1.73	0.00	1.73	0	0.00	0.00	0.00	0.00	0.00	1.73
					0					1
57	1.87	0.00	1.87	0	0.00	0.00	0.00	0.00	0.00	1.87
					0					1
58	1.43	0.00	1.43	0	0.00	0.00	0.00	0.00	0.00	1.43
					0					1
59	4.74	0.00	4.74	0	0.00	0.00	0.00	0.00	0.00	4.74
					0					3
60	4.10	0.00	4.10	0	0.00	0.00	0.00	0.00	0.00	4.10
					0					3
61	27.10	-22.13	4.97	0	0.00	0.00	0.00	0.00	0.00	4.97
					1					4
62	4.92	0.00	4.92	0	0.00	0.00	0.00	0.00	0.00	4.92
					0					4
63	13.44	-3.80	9.64	49	4.75	7.67	0.00	35.84	23.42	4.89
					2					4
64	13.91	-3.80	10.11	52	5.22	19.65	3.73	28.60	0.00	4.89
					2					4
65	28.23	-3.80	24.43	21	5.22	19.34	3.68	28.24	0.00	19.21
					2					6
66	14.57	-4.56	10.01	63	6.27	22.85	4.37	33.49	0.00	3.74
					2					3
67	35.51	-5.67	29.84	18	5.38	19.01	3.66	28.05	0.00	24.46
					2					6
68	50.42	-11.58	38.84	0	0.00	0.00	0.00	0.00	0.00	38.84
					3					6
69	73.32	-12.88	60.44	0	0.00	0.00	0.00	0.00	0.00	60.44
					3					9
70	75.13	-10.83	64.30	32	20.71	68.74	13.43	102.88	0.00	43.59
					3					7
71	49.13	-10.83	38.30	54	20.71	69.27	13.50	103.48	0.00	17.59
					3					7
72	77.80	-15.77	62.03	33	20.71	68.03	13.31	102.05	0.00	41.32
					3					7

Upskur County Tax Office
THE SOFTWARE GROUP, INC.

A T C S Y S T E M
YEAR TO DATE RECAP REPORT FOR ENTITY 230 THRU 08/31/04

13:23:07 09 SEP 2004
PAGE 2

YR	ORIGINAL TAX	CHG TAX DUE	NEW ADJ TAX	%COL	PAID TAX \$ PAID	DISC/P&I	ATT FEE	AMOUNT PAID	VARIANCE	UNPAID TAX \$ UNPAID
73	35.94	-8.33	27.61	0	0.00	0.00	0.00	0.00	0.00	27.61
					2					7
74	57.60	-18.59	39.01	29	11.40	34.94	6.95	53.29	0.00	27.61
					5					7
75	93.10	-24.83	68.27	25	17.10	51.39	10.27	78.76	0.00	51.17
					4					6
76	85.42	-27.92	57.50	30	17.10	50.36	10.12	77.58	0.00	40.40
					5					7
77	70.76	-10.41	60.35	33	19.95	57.81	11.66	89.42	0.00	40.40
					4					7
78	176.61	-70.26	106.35	19	19.95	56.62	11.48	88.05	0.00	86.40
					7					9
79	197.00	-70.26	126.74	17	21.96	60.84	12.42	95.22	0.00	104.78
					9					14
80	283.04	-106.48	176.56	25	44.37	104.40	22.32	171.09	0.00	132.19
					17					14
81	2798.72	-2274.99	523.73	31	161.67	407.24	66.57	635.49	0.01	362.06
					56					20
82	3724.12	-614.29	3109.83	37	1153.78	2746.59	579.82	4480.04	-0.15	1956.05
					81					79
83	6961.63	-994.15	5967.48	69	4134.58	3414.60	725.64	8273.83	-0.99	1832.90
					201					89
84	36214.16	-5093.66	31120.50	7	2328.03	4917.28	1074.07	8388.86	69.48	28792.47
					138					1109
85	47650.31	-8161.34	39488.97	13	5093.80	7188.24	1571.96	13851.27	-2.73	34395.17
					335					1219
86	38535.93	-5207.01	33328.92	12	4095.77	7122.44	1634.30	13208.00	353.49	29233.15
					207					1571
87	35990.39	-3309.91	32680.48	14	4567.72	7829.61	1820.05	14413.56	195.68	28112.76
					244					1729
88	31444.92	-1797.65	29647.27	16	4734.15	7831.20	1884.96	14462.68	12.37	24913.12
					259					1611
89	33456.64	-1922.40	31534.24	18	5806.54	9030.86	2226.15	17163.79	100.24	25727.70
					319					1999
90	35328.38	-1417.80	33910.58	24	8139.01	11571.17	2930.17	22656.17	15.82	25771.57
					349					2182
91	40157.79	-2203.17	37954.62	25	9528.14	12306.92	3246.20	25081.32	0.06	28426.48
					383					2517
92	44639.95	-1724.88	42915.07	30	13000.73	14393.12	4046.70	31440.85	0.30	29914.34
					433					2342
93	51233.79	-2016.12	49217.67	35	17431.62	19101.44	5348.62	41881.81	0.13	31786.05
					530					2782
94	58723.89	-2345.83	56378.06	37	21078.60	20843.55	6081.50	48003.56	-0.09	35299.46
					634					3175
95	79457.51	-3203.56	76253.95	41	31276.11	27530.16	8606.90	67412.91	-0.26	44977.84
					788					3499
96	97147.33	-3647.52	93499.81	45	42127.83	30964.29	10537.72	83792.15	162.31	51371.98
					764					2203
97	122849.57	-4152.12	118697.45	48	57175.80	36652.01	13328.38	107163.83	7.64	61521.65
					1120					2781

YR	ORIGINAL TAX	CHG TAX DUE	NEW ADJ TAX	%COL	PAID TAX # PAID	DISC/P&I	ATT FEE	AMOUNT PAID	VARIANCE	UNPAID TAX # UNPAID
98	151045.32	-3609.80	147435.52	49	71619.29 1419	41034.01	16392.65	129046.40	0.45	75816.23 3343
99	208551.63	-12047.38	196504.25	52	102554.66 1995	47707.96	21295.82	171649.41	90.97	93949.59 4076
00	308308.85	-12318.01	295990.84	56	164302.23 4780	60537.85	31853.00	259208.17	2495.09	131688.61 4591
01	549494.66	-13845.63	535649.03	68	366575.66 11598	83448.09	56058.87	507500.41	1417.79	169073.37 4873
02	7607779.34	-19694.56	7588084.78	97	7344396.81 83180	111565.71	47616.16	7505875.72	2297.04	243687.97 6367
03	7404592.58	-23870.42	7380722.16	95	7007280.23 102692	71589.93	14806.61	7094052.50	375.73	373441.93 11708
230	16997845.40	-136182.42	16861662.98	90.7	15288806.11 212587	640476.63	253876.32	16190774.86	7615.80	1572856.87 66021

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VEHICLES					
Make	Model	Type	VIN/Serial	Mileage	
1987	GMC	Dump Truck	1GDM7DIG5JV509131		
1985	Ford F800	Dump Truck	1FDXK84N7FVA21383		
1989	Ford F800	Dump Truck	1FDXK84A9LVA11219		
1993	Chevy	Pickup	1GCG27K1PE213378		
1987	Ford F700	Dump Truck	1FDNF70H2AVA36866		
1961	Ford F700	Water Truck	F6013KE71762		
1997	Chevy	Pickup	1GCE19WXVE164148		
	Mack	Tandem Dump	80RSK600-1226		
1979	GMC	Brigadier Dump Truck	T49CJ9V561516	327,608	
1987	Ford F150	Dump Truck	1FTDF15NOHKB12033	309,571	
1990	Ford F700	Dump Truck	1FDPK74P3LVA38477	134,580	
1981	International 4300	Transtar Dump Truck	1HTD21376CGB10157		
	Chevy C70	Dump Truck	1GBL7D1BXFV208130	67,328	
1986	Ford F700	Winch Truck	1FDNF70HXGVA2771B	83,152	
1979	Pintle Hook	Trailer electric brakes	C791542		
1983	Ford	School Bus	1FDXB70H9DVA32621	85,357	
	Chevy	Step Van	CPE252F142111		
1981	International F2275	Haul Truck	1HTDF2276BGB25073		One
1980	Birmingham	Dropneck Trailer	K-Q105		Unit

FILED
ROBIN RODEBERG
COUNTY CLERK
2004 SEP 30 P 4:32
UPSHUR COUNTY, TX.
BY _____
DEPUTY

EQUIPMENT				
Make	Model	Type		VIN/Serial
	Ford 5610 Cab	Tractor		HK1418
	Bros	Mixer		588637
	Case	Wheel Loader		907008
	Bros SP3000	Pneumatic Roller		667661019 / 94919
	Rex	Mixer		HK343
	Ford 5610 Cabless	Tractor		C708615
	Fiat Allis	65 B Grader		68C04097
	G3WP	Gradall		0139268
	ROSCO	Hot Mixer Pot		
1985	Fiat Allis	65 B Grader		75A03231
		Rock Picker		7CPEC-4044
	Seaman D5-47	Mixer	no front wheels	SP2701
	John Deere 310C	Backhoe		TD310CA727816
	Ingram 9-2800	Pneumatic Roller	9 wheel	39503-P48
11-9-84	Ford Terrain King	Side Mower Tractor		C415338
	Dynapac	Roller	397-D30	CC21-A
	Rex	Mixer (partial)		HK467
		Utility Bed w/ electric crane		
		8 ft Utility Trailer		46XUT08121M001841
	G3WD	Gradall		135276
		Pintle Hitch Trailer	Dual Axle	
		Pintle Hitch Trailer	Dual Axle	15HA7331S
	Clement	Belly dump Trailer		4020BH
		Sheep's Foot Roller w/ towbar	4 ft	
	LeeBoy	Laydown Machine	11HP B/S Engine	
	WE Grace	Sweeper w/ towbar		K1109
	KAMPAC	Pull behind packer		10021

VOL 67 PG 684

VOL 67 PG 685

Upshur County
Road and Bridge Dept.

Auction Equipment

October 2004

EQUIPMENT				
Make	Model	Type		VIN/Serial
	Alamo	Mowing Deck	6 ft	
	Rhino	Hitch Deck	DB150	10131
	Jaeger	Cement Mixer		1431845
	Western	Concrete Mixer		7860
	ORMCO	Cutter-Crusher		
	Tiger	Ditcher		1015
	Tiger	Ditcher		
	Tiger	Ditcher		
		Excavating Bucket		83436002080
	Kingshofer	Clamshell Bucket		KM601
	Alamo	Mowing Deck	5 ft	3481
	Ag-Meier	Post Hole Digger		2705-969
	Tiger	Mower deck and assembly		
	Rhino	3 pt hitch	DB150	11540
	New Holland	Tractor w/ Alamo Boom Axe	Model #EA5PUT	BE03724
	John Deere	Wheel Loader	544B	197094T
	Miller	Bobcat Welder	255G	JK713946

FILED
ROBIN RODENBERG
COUNTY CLERK
2004 SEP 30 P 4:32
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Central County Station Personnel

Central Counting Station Manager- Robin Rodenberg

Tabulator -Lory Seahorn

Assistant Tabulator--Kay Cain

RESOLUTION TEAM

DWIGHT BRANNON

CHARLES PENNY

JOHN MELVIN DODD

FILED
ROBIN RODEBERG
COUNTY CLERK
2004 SEP 30 P 4: 32
UPSHUR COUNTY, TX.
BY _____
DEPUTY

VOL 67 PG 687

UPSHUR COUNTY

JURY SELECTION SYSTEM
09/20/04 JURY LIST

28 Sep 2004

THE SOFTWARE GROUP, INC.

Check Register for 09/28/04

PAGE 1

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
130121-APCA	Ms UPSHUR COUNTY JUVENILE FUND	UPSHUR COUNTY JUVENILE FUND	COUNTY	09/28/2004	\$30 00		115
130122-APCA	Ms UPSHUR COUNTY TX CRIME VICTIMS	UPSHUR COUNTY TX CRIME VICTIMS	CRIME	09/28/2004	\$30 00		115
130123-APCA	Mr ROOSEVELT FAGGETT	ROOSEVELT FAGGETT	155082	09/28/2004	\$10 00		115
130124-APCA	Mr FRED GERONE JIMMERSON	FRED GERONE JIMMERSON	159111	09/28/2004	\$10 00		115
130125-APCA	Ms MISTI DENISE JAHR	MISTI DENISE JAHR	196071	09/28/2004	\$10 00		115
130126-APCA	Mr DAVID CHANCE BUNN	DAVID CHANCE BUNN	216623	09/28/2004	\$10 00		115
130127-APCA	Mr GARY WAYNE NORMAN	GARY WAYNE NORMAN	219436	09/28/2004	\$10 00		115
130128-APCA	Mr SHANE EDWARD DAVIS	SHANE EDWARD DAVIS	217949	09/28/2004	\$10 00		115
130129-APCA	Mr BILLY JOE NOBLES	BILLY JOE NOBLES	192289	09/28/2004	\$10 00		115
130130-APCA	Mr JESSE T FERRELL	JESSE T FERRELL	219415	09/28/2004	\$10 00		115
130131-APCA	Mr SHANE MICHAEL JOHNSON	SHANE MICHAEL JOHNSON	204822	09/28/2004	\$10 00		115
130132-APCA	Ms CHIGUITA LEA FOGLEMAN	CHIGUITA LEA FOGLEMAN	160371	09/28/2004	\$10 00		115
130133-APCA	Mr JAMES LYNDON CRITTENDEN	JAMES LYNDON CRITTENDEN	153315	09/28/2004	\$10 00		115
130134-APCA	Mr CHARLIE LEON WILLEFORD	CHARLIE LEON WILLEFORD	161767	09/28/2004	\$10 00		115
130135-APCA	Mr CORY B TURMAN	CORY B TURMAN	166132	09/28/2004	\$10 00		115
130136-APCA	Mr OTTIS ALLEN MICKELBORD	OTTIS ALLEN MICKELBORD	168232	09/28/2004	\$10 00		115
130137-APCA	Mr BOBBY LAYNE DOWNS	BOBBY LAYNE DOWNS	164486	09/28/2004	\$10 00		115
130138-APCA	Mr DARRELL GENE BLUNDELL	DARRELL GENE BLUNDELL	162212	09/28/2004	\$10 00		115
130139-APCA	Ms LINDA DEEVELANE PITTMAN	LINDA DEEVELANE PITTMAN	162200	09/28/2004	\$10 00		115
130140-APCA	Ms JO FIELDEN	JO FIELDEN	2162	09/28/2004	\$10 00		115
130141-APCA	Ms LAJUAN CHAMPION BRISEND	LAJUAN CHAMPION BRISEND	174551	09/28/2004	\$10 00		115
130142-APCA	Ms VICKI LAWRENCE WINN	VICKI LAWRENCE WINN	168124	09/28/2004	\$10 00		115
130143-APCA	Mr GEORGE ALLEN ALFORD	GEORGE ALLEN ALFORD	204175	09/28/2004	\$10 00		115
130144-APCA	Ms KELLIE RANAE HASLER	KELLIE RANAE HASLER	192943	09/28/2004	\$10 00		115
130145-APCA	Ms MURIEL DARLENE MALONEY	MURIEL DARLENE MALONEY	159804	09/28/2004	\$10 00		115

UPSHUR COUNTY

JURY SELECTION SYSTEM
09/20/04 JURY LIST
Check Register for 09/28/04

28 Sep 2004

THE SOFTWARE GROUP, INC

PAGE 2

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
130146-APCA	Ms TAMMY DIANE WILLEFORD	TAMMY DIANE WILLEFORD	143261	09/28/2004	\$10 00		115
130147-APCA	Ms RHONDA ANNETTE BOYUM	RHONDA ANNETTE BOYUM	164602	09/28/2004	\$10 00		115
130148-APCA	Ms TRACEY LYNN JACOBS	TRACEY LYNN JACOBS	160434	09/28/2004	\$10 00		115
130149-APCA	Ms MONICA KAY HARDY	MONICA KAY HARDY	151026	09/28/2004	\$10 00		115
130150-APCA	Ms PHYLLIS O'GUIN	PHYLLIS O'GUIN	164535	09/28/2004	\$10 00		115
130151-APCA	Mr. ROBERT HENRY DUTSCHMANN	ROBERT HENRY DUTSCHMANN	162817	09/28/2004	\$10 00		115
130152-APCA	Ms ANNIE HARGEST	ANNIE HARGEST	130	09/28/2004	\$10 00		115
130153-APCA	Ms CLAIRE ELAINE HAMILTON	CLAIRE ELAINE HAMILTON	192486	09/28/2004	\$10 00		115
130154-APCA	Mr LARRY ELMER MELTON	LARRY ELMER MELTON	218539	09/28/2004	\$10 00		115
130155-APCA	Mr DENNIS WAYNE GOOD	DENNIS WAYNE GOOD	198634	09/28/2004	\$10 00		115
130156-APCA	Mr JOHN PICKNEY SAPP	JOHN PICKNEY SAPP	206317	09/28/2004	\$10 00		115
130157-APCA	Mr. PERCY L JOHNSON	PERCY L JOHNSON	11291	09/28/2004	\$10 00		115
130158-APCA	Ms GLENDA JULIAN THOMPSON	GLENDA JULIAN THOMPSON	203426	09/28/2004	\$10 00		115
130159-APCA	Ms JUDY ELLEDGE	JUDY ELLEDGE	142542	09/28/2004	\$10 00		115
130160-APCA	Mr DWAYNE SCOTT FENNELL	DWAYNE SCOTT FENNELL	154578	09/28/2004	\$10 00		115
130161-APCA	Ms LETHA MCCAIN	LETHA MCCAIN	9908	09/28/2004	\$10 00		115
130162-APCA	Mr DENNIS LANE RICHARDSON	DENNIS LANE RICHARDSON	216781	09/28/2004	\$10 00		115
130163-APCA	Ms LUCY OWENS	LUCY OWENS	143782	09/28/2004	\$10 00		115
130164-APCA	Mr BILLY F BRUNER	BILLY F BRUNER	160349	09/28/2004	\$10 00		115
130165-APCA	Ms BARBARA ANN HILL	BARBARA ANN HILL	158046	09/28/2004	\$10 00		115
130166-APCA	Mr RUSSELL DEWAYNE CHANDLER	RUSSELL DEWAYNE CHANDLER	202587	09/28/2004	\$10 00		115
130167-APCA	Mr DONALD LYNN WATTS	DONALD LYNN WATTS	204543	09/28/2004	\$10 00		115
130168-APCA	Ms BRENDA SUE BUCK	BRENDA SUE BUCK	171179	09/28/2004	\$10 00		115
130169-APCA	Mr. CLINTON SCOTT PRENTICE	CLINTON SCOTT PRENTICE	153073	09/28/2004	\$10 00		115
130170-APCA	Ms KARYL DONISE PATTERSON	KARYL DONISE PATTERSON	192677	09/28/2004	\$10 00		115
130171-APCA	Mr JOSHUA PRENTISS MARTIN	JOSHUA PRENTISS MARTIN	161499	09/28/2004	\$10 00		115

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Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
130172-APCA	Mr ROBERT GLENN DUNAWAY	ROBERT GLENN DUNAWAY	13103	09/28/2004	\$10 00		115
130173-APCA	Mr DON MACK WILSON	DON MACK WILSON	142240	09/28/2004	\$10 00		115
130174-APCA	Mr EARNEST STREET	EARNEST STREET	156472	09/28/2004	\$10.00		115
130175-APCA	Ms PAMELA SUE HARROFF	PAMELA SUE HARROFF	209321	09/28/2004	\$10 00		115
130176-APCA	Mr JOHN RAYMOND HIPPLER	JOHN RAYMOND HIPPLER	145758	09/28/2004	\$10 00		115
130177-APCA	Ms ASHLI AUTUMN GORE	ASHLI AUTUMN GORE	217310	09/28/2004	\$10.00		115
130178-APCA	Mr RICHARD FLOYD COLE	RICHARD FLOYD COLE	166490	09/28/2004	\$10 00		115
130179-APCA	Ms DIANA LYNN GORMAN	DIANA LYNN GORMAN	216471	09/28/2004	\$10 00		115
130180-APCA	Ms. KIMBERLY FAYE MCHENRY	KIMBERLY FAYE MCHENRY	205841	09/28/2004	\$10 00		115
130181-APCA	Ms SHARIE KAY JOBE	SHARIE KAY JOBE	161094	09/28/2004	\$10.00		115
130182-APCA	Mr MICHAEL SCOTT WOODBRIDGE	MICHAEL SCOTT WOODBRIDGE	192948	09/28/2004	\$10 00		115
130183-APCA	Ms NICOLE DESHANNON HAGLER	NICOLE DESHANNON HAGLER	202359	09/28/2004	\$10 00		115
130184-APCA	Ms ELLAWEEN CROSS	ELLAWEEN CROSS	12188	09/28/2004	\$10 00		115
130185-APCA	Ms WENDY ELAINE CUMMINGS	WENDY ELAINE CUMMINGS	192332	09/28/2004	\$10 00		115
130186-APCA	Mr DAVID CLEBORN HAGLER	DAVID CLEBORN HAGLER	144465	09/28/2004	\$10.00		115
130187-APCA	Mr SCOTT RICHARD HOOKEY	SCOTT RICHARD HOOKEY	214649	09/28/2004	\$10 00		115
130188-APCA	Ms SUSAN MARIE SCHMIEG	SUSAN MARIE SCHMIEG	156319	09/28/2004	\$10 00		115
130189-APCA	Ms SHARON DERA SMITH	SHARON DERA SMITH	190833	09/28/2004	\$10 00		115
130190-APCA	Ms CECIL HOLLAND BLAKELEY	CECIL HOLLAND BLAKELEY	199388	09/28/2004	\$10 00		115
130191-APCA	Mr RANDALL DON ARGABRIGHT	RANDALL DON ARGABRIGHT	219248	09/28/2004	\$10 00		115
130192-APCA	Ms. JUDY DEAN STEGER	JUDY DEAN STEGER	155617	09/28/2004	\$10 00		115
130193-APCA	Mr SAMUEL EDWARD HILL	SAMUEL EDWARD HILL	202527	09/28/2004	\$10 00		115
130194-APCA	Mr RICKEY LYNN MCKEE	RICKEY LYNN MCKEE	191021	09/28/2004	\$10 00		115
130195-APCA	Mr BRUCE DUNCAN MCRAE	BRUCE DUNCAN MCRAE	200815	09/28/2004	\$10 00		115
130196-APCA	Ms RUBY LANDRA HATHCOCK	RUBY LANDRA HATHCOCK	161945	09/28/2004	\$10 00		115
130197-APCA	Ms REBECCA MYERS	REBECCA MYERS	144844	09/28/2004	\$10 00		115

UPSHUR COUNTY

JURY SELECTION SYSTEM

28 Sep 2004

THE SOFTWARE GROUP, INC

09/20/04 JURY LIST
Check Register for 09/28/04

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Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
130198-APCA	Mr BENNIE FLUELLEN	BENNIE FLUELLEN	212	09/28/2004	\$10 00		115
130199-APCA	Ms FRANKYE KAY MANLEY	FRANKYE KAY MANLEY	145963	09/28/2004	\$10 00		115
130200-APCA	Ms CONNIE KELLEY GRANGER	CONNIE KELLEY GRANGER	168091	09/28/2004	\$10 00		115
130201-APCA	Mr JOHN BECK	JOHN BECK	144073	09/28/2004	\$10 00		115
130202-APCA	Ms WANDA SAWYERS SIMON	WANDA SAWYERS SIMON	163675	09/28/2004	\$10 00		115
130203-APCA	Ms LEANN LASHELL CROLEY	LEANN LASHELL CROLEY	215785	09/28/2004	\$10 00		115
130204-APCA	Ms GLYNDA CHARLENE JOHNSON	GLYNDA CHARLENE JOHNSON	211249	09/28/2004	\$10 00		115
130205-APCA	Ms ELIZABETH ANN MCRAE	ELIZABETH ANN MCRAE	200816	09/28/2004	\$10 00		115
130206-APCA	Mr MARTIN GENE GILBERT	MARTIN GENE GILBERT	218001	09/28/2004	\$10 00		115
130207-APCA	Ms PEGGY J BLEDSOE	PEGGY J BLEDSOE	3037	09/28/2004	\$10 00		115
130208-APCA	Mr RANDALL LEE LILLY	RANDALL LEE LILLY	170401	09/28/2004	\$10 00		115
130209-APCA	Ms JANET HALLMAN EAVES	JANET HALLMAN EAVES	203005	09/28/2004	\$10 00		115
130210-APCA	Ms LESLIE JEAN JONES	LESLIE JEAN JONES	197584	09/28/2004	\$10 00		115
130211-APCA	Ms DAWN SEARCY	DAWN SEARCY	191169	09/28/2004	\$10 00		115
130212-APCA	Ms KIMBERLY DAWN CANNON	KIMBERLY DAWN CANNON	202945	09/28/2004	\$10 00		115
130213-APCA	Mr JERRY DAVID MELTON	JERRY DAVID MELTON	173215	09/28/2004	\$10 00		115
130214-APCA	Mr BRIAN MARK YODER	BRIAN MARK YODER	217489	09/28/2004	\$10 00		115
130215-APCA	Ms CAROL GREEN WILLIAMS	CAROL GREEN WILLIAMS	200567	09/28/2004	\$10 00		115
130216-APCA	Mr JERALD ROBERT JETER	JERALD ROBERT JETER	219087	09/28/2004	\$10 00		115
130217-APCA	Ms SHARON DENISE HAGLER	SHARON DENISE HAGLER	168981	09/28/2004	\$10 00		115
130218-APCA	Ms ARTIE FAYE TENNISON	ARTIE FAYE TENNISON	168006	09/28/2004	\$10 00		115
130219-APCA	Mr GUY WOODFIN	GUY WOODFIN	146511	09/28/2004	\$10 00		115
130220-APCA	Ms BARBARA ANN WALKER	BARBARA ANN WALKER	157069	09/28/2004	\$10 00		115
130221-APCA	Mr MARTY DAN BURNAM	MARTY DAN BURNAM	166307	09/28/2004	\$10 00		115
130222-APCA	Ms SANDRA LYNN TAYLOR	SANDRA LYNN TAYLOR	193705	09/28/2004	\$10 00		115
130223-APCA	Ms RUBY NELL ROSEMOND	RUBY NELL ROSEMOND	190462	09/28/2004	\$10 00		115

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Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
130224-APCA	Mr JOE ALAN LOUVIER	JOE ALAN LOUVIER	12496	09/28/2004	\$10 00		115
130225-APCA	Ms AMANDA LEIGH FENTON	AMANDA LEIGH FENTON	199368	09/28/2004	\$10 00		115
130226-APCA	Mr JOSEPH FOREST SEXTON	JOSEPH FOREST SEXTON	175130	09/28/2004	\$10 00		115
130227-APCA	Mr JOHN EDWARD ZIMMERMAN	JOHN EDWARD ZIMMERMAN	220351	09/28/2004	\$10 00		115
130228-APCA	Mr DONALD WAYNE WHITLOCK	DONALD WAYNE WHITLOCK	145226	09/28/2004	\$10 00		115
130229-APCA	Mr JOHN BUFORD FOUNTAIN	JOHN BUFORD FOUNTAIN	158191	09/28/2004	\$10 00		115
130230-APCA	Mr KENNETH LAVINE MYRICK	KENNETH LAVINE MYRICK	153185	09/28/2004	\$10 00		115

Check Amounts

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\$1,140 00

110 records listed

FILED
ROBI ROBERG
COUNTY CLERK
SEP 30 P 4:30
UPSHUR COUNTY, TX.
BY _____
DEPUTY

ATTENDANCE SIGN-IN SHEET
 UPSHUR COUNTY COMMISSIONER'S COURT
 DATE: 9-30-04

1. Steve Dingshill	1.
2. Joyce Jeday	2.
3. Robert W. J. [unclear]	3.
4. Tony Raymond	4.
5. Maurice E. Mack	5.
6. Charles Daniels	6. Bldg maint
7. Ken Patterson	7. SELF
8. BRENON PATTERSON	8.
9. Linda Juell	9.
10. Elena Evans	10.
11. James Pittsford	11.
12. [unclear]	12.
13. Philly Williams	13. GLACIAR MIRROR GILMER MIRROR
14. Orville Grimes	14. J.P.I.
15.	15.
16.	16.
17.	17.
18. [unclear]	18.
19. [unclear]	19.
20. [unclear]	20.

2004 SEP 30 P 4:34
 UPSHUR COUNTY, TX.
 BY _____ DEPUTY