

vol 68 PG 42

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
FRIDAY, JANUARY 14, 2005, 9:00 AM, REGULAR SESSION
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

AGENDA

FILED
ROBIN ROSENBERG
CLERK
05 JAN 10 PM 4:49
UPSHUR COUNTY, TX
BY _____
DEPUTY

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. Treasurer's quarterly report;
 - G. Financial statements;
 - H. Accept for recording Auditor's report of quarterly audits for fee offices,
 - I. Accept for recording Texas VINE GRANT CONTRACT,
 - J. Applications for use of Upshur County roads and rights-of-way; and
 - K. Accept for recording any and all Bonds, Oaths, Deputations and Certificates.
2. Consider bids on property foreclosed for delinquent taxes and take action.
3. Discuss and take action to change February 15, 2005 Commissioner's Court date to February 14, 2005.
4. Discuss and take action regarding Letter Agreement between the County and Indian Rock Baptist Church
5. Discuss and take action regarding contract for collection of delinquent fines for Justice of the Peace, Pct 2.
6. Discuss and take action regarding creation of Upshur County Arson Task Force.
7. Hear from Mike Kuza, Constable, Pct. 4 concerning transfer of property to the Upshur County Sheriff's Office. Discuss and take action.
8. Discuss and take action regarding appointing/replacing election judges and alternate election judges for the upcoming special election on February 5, 2005
9. Bring back sections of Item #3 tabled at the Commissioners Court Meeting on December 30, 2004 "Discuss and take action on the following items concerning the Special Election to be held on February 5, 2005
 - B. Consider appointment of election judges,
 - C. Funding,
 - D. Extended Voting hours

Discuta y tome la accion en los puntos siguientes referentes a la eleccion especial proxima, paraser sostenido de Febrero el 5 de 2005.

- B. Consideran la cita de cualquier juez de la eleccion, en caso de necesidad;
- C. Financiamiento;
- D. Cualesquiera ampliaron horas de votacion o la votacion el sabado y/o domingo.



Dean Fowler,
Upshur County Judge

UPSHUR COUNTY COMMISSIONER'S COURT

JANUARY 14, 2005

COMMISSIONER'S COURT MET IN REGULAR SESSION ALL MEMBERS PRESENT

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

B MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO APPROVE PAYROLL REGISTER AS PRESENTED BY COUNTY TREASURER MOTION CARRIED COPY OF PAYROLL REGISTER ATTACHED

C MOTION BY GARY DRENNAN SECONDED BY BUDDY FERGUSON 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 AS PRESENTED BY COUNTY TREASURER MOTION CARRIED.

E. MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO APPROVE THE TREASURER'S MONTHLY REPORT FOR THE MONTH OF DECEMBER 2004 MOTION CARRIED. COPY OF TREASURER'S MONTHLY REPORT ATTACHED

F. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE THE TREASURER'S QUARTERLY REPORT FOR OCTOBER 1, 2004 THRU DECEMBER 31, 2004. MOTION CARRIED. COPY OF TREASURER'S QUARTERLY REPORT ATTACHED.

G MOTION BY BUDDY FERGUSON SECONDED BY JAMES CRITTENDEN TO ACCEPT FOR RECORDING FINANCIAL STATEMENTS FOR THE MONTH ENDED DECEMBER 2004 MOTION CARRIED COPY OF FINANCIAL STATEMENT ON FILE IN THE COUNTY CLERK'S OFFICE.

H. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO ACCEPT FOR RECORDING AUDITOR'S REPORT OF QUARTERLY AUDITS FOR FEE OFFICES MOTION CARRIED. COPY OF AUDITOR'S QUARTERLY REPORT ATTACHED.

I. MOTION BY GARY DRENNAN SECONDED BY BUDDY FERGUSON TO ACCEPT FOR RECORDING TEXAS VINE GRANT CONTRACT. MOTION CARRIED COPY OF CONTRACT ATTACHED

J. MOTION BY LLOYD CRABTREE SECONDED BY JAMES CRITTENDEN TO APPROVE THE FOLLOWING APPLICATIONS FOR USE OF COUNTY ROADS AND RIGHTS-OF-WAY

APPLICATION FOR FILING ABANDONED WELL SUBMITTED BY MARGARET JOHNSON. WELL LOCATED ON OLD WATER BLUFF ROAD

SPECIAL ROAD USE AGREEMENT SUBMITTED BY SCULL TIMBER COMPANY TO HAUL ON PENGUIN ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY BRADLEY CONTRACTORS TO HAUL ON WAXWING ROAD

SPECIAL ROAD USE AGREEMENT SUBMITTED BY ROBERTSON LOGGING CO. TO HAUL ON PERIWINKLE ROAD AND HOLLYHOCK ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY CLARK TIMBER TO HAUL ON SCRUB PINE ROAD.

SPECIAL ROAD USE AGREEMENTS SUBMITTED BY WARD TIMBER COMPANY TO HAUL ON WILD ONION ROAD

SPECIAL ROAD USE AGREEMENT SUBMITTED BY VAN DUSEN TIMBER COMPANY TO HAUL ON POPPY ROAD AND POWELL ROAD.

PERMIT APPLICATION SUBMITTED BY JACK POOL TO PLACE A CULVERT WITHIN THE ROW OF BOB O LINK ROAD.

PERMIT APPLICATION SUBMITTED BY JAMES ROBERTS TO PLACE CULVERT WITHIN THE ROW OF CREPE MYRTLE ROAD.

PERMIT APPLICATION SUBMITTED BY JOHN BUTLER TO PLACE CULVERT WITHIN THE ROW OF KELSEY CREEK LANE.

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

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

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

NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES SUBMITTED BY PRITCHETT WATER SUPPLY TO PLACE A WATER METER WITHIN THE ROW OF COTTONWOOD ROAD

NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES SUBMITTED BY ENBRIDGE PIPELINES TO PLACE A GAS LINE WITHIN THE ROW OF SUFFOLK ROAD AND HUNTER ROAD.

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

K. MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO ACCEPT FOR RECORDING THE FOLLOWING BONDS, OATHS, DEPUTATIONS AND CERTIFICATES.

DEPUTATIONS FOR TAX OFFICE

BRANDY DAVIS
CARLA GIBSON
JOANNA HARRIS
BARBARA HILL
LUANA HOWELL
SHERRON LAMINACK
FONDA LEONARD
ELAINE MCKINLEY
LISA NEELEY
DONNA WHITAKER

DEPUTATIONS FOR SHERIFF'S OFFICE

MATT ALFORD
JAMES BEASLEY
ALBERT CABRERA
JUSTIN DAVIDSON
JOE DANIELS
WAYDE DAVIS
DAVID DICKERSON
GARY DON GAGE
PHILLIP HILL

JOSH MARTIN
MARTY MASSOLETTI
JERRY MOORE
NADRA MURPHY
DEBRA MONTS
CHRIS MCCAULEY
JILL MCCAULEY
SHERRY NEILL
LYLE POTTER
GARY ROBERTS
BOBBY SANDERS
LARRY SEWELL
TIM STANLEY
PAUL STEELMAN
CALEB STRACENER
ANTHONY TAYLOR
DALE TILLERY
ALLEN TEFTELLER
ROXANNE WARREN
WAYNE YOUNG

OFFICIAL BONDS AND OATHS

ROAD ADMINISTRATOR

DENNIS LYONS

BOND LOCATED IN OFFICIAL BOND BOOK VOLUME 7 PAGE 941

SHERIFF

ANTHONY BETTERTON

OATH LOCATED IN OFFICIAL BOND BOOK VOLUME 7 PAGE 943

COMMISSIONER PCT. 1

JAMES CRITTENDEN

BOND AND OATH LOCATED IN OFFICIAL BOND BOOK VOLUME 7 PAGE 945

COMMISSIONER PCT. 3

LLOYD CRABTREE

BOND AND OATH LOCATED IN OFFICIAL BOND BOOK VOLUME 7 PAGE 950

CONSTABLE PCT. 1

RUSSELL HARRIS

BOND AND OATH LOCATED IN OFFICIAL BOND BOOK VOLUME 7 PAGE 955

CONSTABLE PCT. 2

WILLIAM A (BILLY) ROGERS

OATH LOCATED IN OFFICIAL BOND BOOK VOLUME 7 PAGE 960

CONSTABLE PCT. 3

JERRY KUHN

BOND AND OATH LOCATED IN OFFICIAL BOND BOOK VOLUME 7 PAGE 962

CONSTABLE PCT. 4

MIKE KUZA

OATH LOCATED IN OFFICIAL BOND BOOK VOLUME 7 PAGE 967

DEPUTY CONSTABLE PCT. 2

DOYCE DEWAYNE LAGRONE

BOND AND OATH LOCATED IN OFFICIAL BOND BOOK VOLUME 7 PAGE 969

MOTION CARRIED ON ALL THE ABOVE BONDS, OATHS, DEPUTATIONS AND CERTIFICATES COPIES OF ALL DEPUTATIONS ATTACHED.

2 MOTION BY JAMES CRITTENDEN SECONDED BY BUDDY FERGUSON TO ACCEPT BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID SUBMITTED WAS \$700.00 FOR LOT 436 PHASE 5 IN GLENWOOD ACRES MOTION CARRIED

5 MOTION BY GARY DRENNAN SECONDED BY JAMES CRITTENDEN TO APPROVE CONTRACT BETWEEN UPSHUR COUNTY AND LINEBARGER, GOGGAN, BLAIR & SAMPSON FOR COLLECTION OF DELIQUENT FINES FOR THE JUSTICE OF THE PEACE, PCT. 2. MOTION CARRIED.

3 NO ACTION REQUIRED ON AGENDA ITEM CONCERNING TO CHANGE FEBRUARY 15, 2005 COMMISSIONER'S COURT DATE TO FEBRUARY 14, 2005

4 MOTION BY JAMES CRITTENDEN SECONDED BY GARY DRENNAN TO APPROVE LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND INDIAN ROCK BATIST CHURCH 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 MOTION CARRIED. COPY OF LETTER OF AGREEMENT ATTACHED

6 MOTION BY JAMES CRITTENDEN SECONDED BY GARY DRENNAN TO APPROVE THE CREATION OF UPSHUR COUNTY ARSON TASK FORCE UNDER THE DIRECTION OF MIKE KUZA AS CONSTABLE OF PCT. 4. THE ARSON TASK FORCE WILL CONSIST OF THE FOLLOWING MEMBERS

MIKE KUZA
PAUL STEELMAN
JOEY COWAN
MARK MOORE

MOTION CARRIED

7. MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO APPROVE THE TRANSFER OF PROPERTY TO UPSHUR COUNTY SHERIFF'S OFFICE FROM MIKE KUZA CONSTABLE OF PCT. 4. MOTION CARRIED.

8 NO ACTION TAKEN ON AGENDA ITEM CONCERNING APPOINTING/REPLACING ELECTION JUDGES AND ALTERNATE ELECTION JUDGES FOR THE UPCOMING SPECIAL ELECTION ON FEBRUARY 5, 2005. WAITING ON OPINION FROM SECRETARY OF STATE.

9 B. MOTION BY LLOYD CRABTREE SECONDED BY JAMES CRITTENDEN TO APPROVE APPOINTMENT OF JOHN MELVIN DODD AS ELECTION JUDGE FOR THE CENTRAL COUNTING STATION. MOTION CARRIED. COPY OF LETTER FROM REPUBLICAN PARTY ATTACHED.

C MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO DECLARE AN UNFORSEEN EMERGENCY FOR THE COUNTY FOR THE FUNDING OF THE ELECTION ON FEBRUARY 5, 2005 AND TO CAUSE A BUDGET AMENDMENT OF \$9,000.00 FROM THE GENERAL FUND RESERVE TO THE ELECTION FUND MOTION CARRIED.

D MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO AMEND PREVIOUSLY ACTION ON DECEMBER 30, 2004 ON EXTENDING VOTING HOURS AND TO SET EARLY VOTING STARTING JANUARY 21 , 2005. MOTION CARRIED

MOTION BY BUDDY FERGUSON SECONDED BY JAMES CRITTENDEN TO APPROVE AN ADDITIONAL BILL UNDER ACCOUNTS PAYABLE FOR REIMBURSEMENT TO CAROLYN BULLOCK. MOTION CARRIED.

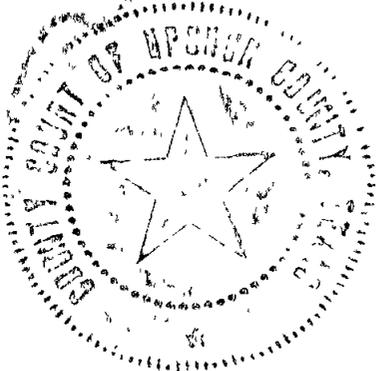
MOTION BY JAMES CRITTENDEN SECONDED BY GARY DRENNAN TO ADJOURN MOTION CARRIED

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 1-16-05 Dept 499

Employee Paula Gentry

Social Security No _____ Emp. ID# 718

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

FILED
 ROBIN RODENBERG
 COUNTY CLERK
 05 JAN 14 PM 1:02
 UPSHUR COUNTY
 DEPT 499

Comments 10 years longevity \$20 s/m

01-13-05 anniversary date

Authorized by Michael Smith
 Approved by _____ Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 01/01/05 Dept 611
 Employee Pat Blackstone
 Social Security No _____ Emp ID# 721

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

FILED
 ROBIN ROSENBERG
 COUNTY CLERK
 05 JAN 14 PM 1:02
 UPSHUR COUNTY, VA

Comments 10yrs longevity \$2051m
01/01/05 anniversary date

Authorized by _____
 Approved by Robert B. Jones Date 12/29/04

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 01/01/05 Dept 476
 Employee Traci McCraven
 Social Security No _____ Emp ID# 1230

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"/>	Merit Increase
<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Promotion
<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Other

FILED
 ROBIN ROEBERS
 COUNTY CLERK
 05 JAN 11 PM 1:02

Comments 2 years longevity \$45/m
01/01/05 anniversary date

Authorized by [Signature]
 Approved by _____ Date 12-30-04

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 01/01/05 Dept 476
 Employee Don Jeter
 Social Security No _____ Emp ID# 1231

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

FILED
 ROBIN RODENBERG
 COUNTY CLERK
 05 JAN 14 PM 1:02

Comments 01/01/05 anniversary date
2 years longevity \$4.8m

Authorized by Mike Jatto by Jm
 Approved by _____ Date 12-30-04

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 01/01/05 Dept 476

Employee Nancy Harris

Social Security No _____ Emp ID# 1734

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

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

FILED
 ROBIN RODENBERG
 COUNTY CLERK
 05 JAN 14 PM 1:02

Comments 2 years Longevity \$45/m

01/01/05 anniversary date

Authorized by [Signature] by [Signature]

Approved by _____ Date 12-30-04

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 01/01/05 Dept 435

Employee Kristi Henry

Social Security No _____ Emp ID# 1226

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

05 JAN 14 PM 1:02
 FILED
 ROBIN RODENBERG
 COUNTY CLERK

Comments 2 yrs longevity \$4.5m
12/27/04 anniversary date

Authorized by L. Paul El

Approved by _____ Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1/10/05 Dept 611

Employee Richard Walters

Social Security No _____ Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step		<u>7/2</u>
	Rate		<u>\$9.07 hr /</u>
	Department		<u>785.385/m</u>
	Position		<u>LEO</u>

REASON(S) FOR THE CHANGE(S)

<input checked="" 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 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

DEPUTY CLERK
 JAN 14 PM 1:02
 ROBIN RODEMBERG
 COUNTY CLERK
 FILED

Comments

Authorized by _____ Date 1/02/05

Approved by [Signature]

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1/10/05 Dept 611
 Employee Mitchael Jones
 Social Security No _____ Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step		<i>7/2</i>
	Rate		<i>9.07 hr/</i>
	Department		<i>786.38 s/m</i>
	Position		<i>LEO</i>

REASON(S) FOR THE CHANGE(S)

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

FILED
 ROBIN RODEBERG
 COUNTY CLERK
 05 JAN 14 PM 1:02
 UPSHUR COUNTY, TX.

Comments:

Authorized by _____
 Approved by *Robert D. G...* Date 1/12/05

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1/10/05 Dept 611

Employee Marcus Brown

Social Security No _____ Emp ID# 1246

X	CHANGES(S)	FROM	TO
	Grade Step		7/2
	Rate	7.31	9.07/hour \$785.38 9/m
	Department		
	Position	PITLED	FITLED

REASON(S) FOR THE CHANGE(S)	
<input checked="" 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 type="checkbox"/> Re-evaluation of Job	<input type="checkbox"/> Retirement
<input type="checkbox"/> Layoff	<input type="checkbox"/> Discharged
<input type="checkbox"/> Leave-of-Absence	<input type="checkbox"/> Other

FILED
 ROBIN RODENBERG
 COUNTY CLERK
 05 JAN 19 05 PM 1:02
 UPSHUR COUNTY

Comments

Authorized by _____ Date 1/12/05

Approved by [Signature]

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-05 Dept 560/Co. Sheriff

Employee Dale Jilley

Social Security No _____ Emp ID# 857

X	CHANGES(S)	FROM	TO
	Grade Step	<u>13,6</u>	<u>18,10</u>
	Rate	<u>\$1060.90 s/m</u>	<u>\$1312.87 s/m</u>
	Department	<u>565</u>	<u>560</u>
	Position	<u>Patrol</u>	<u>Sgt.</u>

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

RE-Hired
 Merit Increase
 Transfer
 Demotion
 Retirement
 Discharged
 Other

05 JAN 14 PM 1:02
 ROBIN ROEBERG
 COUNTY CLERK
 FILED

Comments Patrol Sergeant

Matt Alford position

effective 1/14/05 payroll

Authorized by _____

Approved by [Signature] Date 1-1-05

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-05 Dept 560/C. Scheiff
 Employee Matt Alford
 Social Security No _____ Emp ID# 471

X	CHANGES(S)	FROM	TO
	Grade Step	<u>18,10</u>	<u>19,10</u>
	Rate	<u># 1312.87 sm</u>	<u># 1365.91 sm</u>
	Department		
	Position	<u>Sgt.</u>	<u>Investigator</u>

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

Be-Hired
 Merit Increase
 Transfer
 Deposition
 Retirement
 Discharge
 Other

05 JAN 14 PM 02
 ROBIN RODENBERG
 COUNTY CLERK
 FILED

DEPUTY

Comments Investigator
Robert Crowley position
effective 1/14/05 payroll

Authorized by _____ Date 1-1-05
 Approved by [Signature]

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 01-01-05 Dept 476/D.A.
 Employee Stephanie Green
 Social Security No _____ Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	<u>\$618.00 sm</u>	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED
 ROBIN RODENBERG
 COUNTY CLERK
 05 JAN 14 PM 1:02
 WASHINGTON, TX.

Comments

Barbara Winchester position

Authorized by Mike Jotto Log Jm
 Approved by _____ Date 1-11-05

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 01/01/05 Dept 435
 Employee Louie English
 Social Security No _____ Emp ID# 741

X	CHANGES(S)	FROM	TO
	Grade Step		
X	Rate		\$2,355.94/mo
	Department		\$1177.97 s/m
	Position		

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

FILED
 ROBIN RODENBERG
 COUNTY CLERK
 05 JAN 14 PM 1:02
 UPSHUR COUNTY

Comments

Authorized by L. Paul
 Approved by _____ Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 01/01/05 Dept 435
 Employee Kristi Henry
 Social Security No _____ Emp ID# 1226

X	CHANGES(S)	FROM	TO
	Grade Step		
X	Rate		# 2,749.24/mo
	Department		\$1374.62 S/M
	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"/>	Merrt 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"/>	Termination

FILED
 ROBIN RODEBERG
 COUNTY CLERK
 05 JAN 14 PM 1:03
 UPSHUR COUNTY, TX.

Comments

Authorized by L. Dault
 Approved by _____ Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 01/01/05 Dept 435

Employee Alice Blasingame

Social Security No _____ Emp ID# 1174

X	CHANGES(S)	FROM	TO
	Grade Step		
X	Rate	<u>\$9.00/HR</u>	<u>\$9.27/hr.</u>
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)	
<input type="checkbox"/>	Hired
<input type="checkbox"/>	Introductory Period Ended
<input type="checkbox"/>	Promotion
<input 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"/>	Ment Increase
<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Other

FILED
 ROBIN RODENBERG
 COUNTY CLERK
 05 JAN 14 PM 1:03

Comments

This is retro active to the date
all county employees salaries were
raised - effective 11-16-04.

pu

Authorized by. L. Peck

Approved by _____ Date _____

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
401	01/14/05	17823-PCA	1,645.43	1,645.43	DRENNAN, GARY L
401	01/14/05	17824-PCA	1,645.43	1,645.43	FERGUSON, JOE E
401	01/14/05	135271000-PC A	2,053.77	2,053.77	FOWLER, JEPALD DEHN
401	01/14/05	17821-PCA	1,645.43	1,645.43	CRABTREE, LLOYD A
401	01/14/05	17822-PCA	1,645.43	1,645.43	CRITTENDEN, JAMES L
401	01/14/05	17825-PCA	945.55	945.55	WHITESIDE RUTH TYSON
***			9,581.04		
403	01/14/05	135271001-PC A	1,077.64	1,077.64	CAIN, DERONDA KAYE
403	01/14/05	135271002-PC A	839.46	839.46	COY, GLENDA M
403	01/14/05	135271004-PC A	930.29	930.29	SEAHORN, LORY D
403	01/14/05	17831-PCA	168.08	168.08	SMITH, COURTNEY R
403	01/14/05	17827-PCA	113.40	113.40	GARRETT, PATRICIA M
403	01/14/05	135271005-PC A	636.54	636.54	VICK, BRANDY R
403	01/14/05	17828-PCA	384.75	384.75	HURT, CIAPA
403	01/14/05	17829-PCA	170.10	170.10	JACKSON, BRANDON A
403	01/14/05	17832-PCA	384.75	384.75	STAPNES, HADDEN S
403	01/14/05	17830-PCA	303.00	303.00	MORRIS, ADDIE RENE
403	01/14/05	135271006-PC A	958.29	958.29	WINCHESTER, BARRARA L
403	01/14/05	135271003-PC A	1,545.52	1,545.52	RODENBERG ROBIN I
403	01/14/05	17826-PCA	858.72	858.72	ESCANLAR, DORISIE L
***			8,370.54		
405	01/14/05	17833-PCA	1,245.72	1,245.72	LOYD, DANNY MICHAEL
***			1,245.72		
411	01/14/05	135271007-PC A	1,153.21	1,153.21	KELLEY, WARMEN CITA
***			1,153.21		
426	01/14/05	135271008-PC A	1,322.40	1,322.40	CULBERSON, KRISTIN E
***			1,322.40		
435	01/14/05	17834-PCA	477.13	477.13	BLASINGAME, ALICE P
425	01/14/05	135271010-PC A	1,376.63	1,376.63	HENRY, KRISTI L
435	01/14/05	17835-PCA	2,011.39	2,011.39	DRENNAN, DEANNA R
435	01/14/05	135271009-PC A	1,177.97	1,177.97	ENGLISH, LOUIE M
***			5,043.12		
450	01/14/05	135271013-PC	843.46	843.46	MARSHALL LORING F

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DEP	Check Date	Check Number	GROSS_PAY	GROSS_PAY	Issued to
450	01/14/05	A 135271015-PC	830 20	830 20	SMITH, SUSAN K
450	01/14/05	A 135271011-PC	1 545 52	1,545 52	BULLOCK CAROLYN SUE
450	01/14/05	A 135271014-PC	935 03	935 03	PATE, CASEY N
450	01/14/05	A 17837-PCA	907 68	807 68	RICHARDSON, MARGARET
450	01/14/05	A 135271012-PC	933 03	933 03	CHEVALIER, MELISSA
450	01/14/05	A 17836-PCA	1,063 64	1,063 64	HENSON, TEENA
***				6,958 56	
451	01/14/05	A 17838-PCA	1,616 37	1,616 37	MONEY, LISA R
451	01/14/05	A 135271017-PC	885 24	885 24	MANES, AMNA WYONE
451	01/14/05	A 135271016-PC	1,133 00	1,133 00	GRIMES, ARNOLD
***				3,634 61	
452	01/14/05	A 135271018-PC	879 24	879 24	GRIFFITH, MICHELE D
452	01/14/05	A 135271019-PC	826 20	826 20	PEEL, KIMBERLY A
452	01/14/05	A 135271020-PC	1,133 00	1,133 00	POTTER, LYLE M JR
***				2,838 44	
453	01/14/05	A 135271022-PC	1,133 00	1,133 00	PERRY, CAROLYN JO
453	01/14/05	A 135271021-PC	875 24	875 24	BINGHAM, BRANDY L
***				2,008 24	
454	01/14/05	A 17839-PCA	949 44	949 44	JEWKES, SHERYL L
454	01/14/05	A 17841-PCA	114 62	114 62	RUSSELL, JAMES D
454	01/14/05	A 17840-PCA	1,133 00	1,133 00	RAY, WILLIAM VALTON
***				2,197 06	
476	01/14/05	A 17842-PCA	1,418 54	1,418 54	MCCRIVEN TRACI LYN
476	01/14/05	A 135271027-PC	1,590 38	1,590 38	JETER, DONALD R
476	01/14/05	A 135271023-PC	2,164 06	2,164 06	CARIKER, TIMOTHY J
476	01/14/05	A 135271026-PC	1,030 05	1,030 05	HARRIS, NANCY J
476	01/14/05	A 135271025-PC	1,716 50	1,716 50	COQUITTE, LUCIA M
476	01/14/05	A 135271024-PC	770 00	770 00	CHILDRESS, KELLY A
476	01/14/05	A 135271028-PC	1,281 73	1,281 73	JONES, EVELYN D

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DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
***				9,971.26	
495	01/14/05	135271029-PC A	1,111.36	1,111.36	HUTCHINS, WANDA L
495	01/14/05	17843-PCA	1,728.94	1,728.94	LONG, PAMELA GAY
***				2,840.30	
497	01/14/05	135271032-PC A	795.68	795.68	POWELL, CRYSTAL A
497	01/14/05	135271031-PC A	1,545.52	1,545.52	HARRIS, MYRA N
497	01/14/05	135271033-PC A	1,077.64	1,077.64	TUEL, LINDA LOUISE
497	01/14/05	135271030-PC A	841.46	841.46	EAST, KAREN A
497	01/14/05	17844-PCA	196.16	196.16	EVANS, MINA LEE
***				4,456.46	
499	01/14/05	17849-PCA	936.29	936.29	LEDNARD, FONDA K
499	01/14/05	135271036-PC A	896.51	896.51	GIBSON, CARLA R
499	01/14/05	17851-PCA	892.51	892.51	NEELEY, LISA D
499	01/14/05	135271034-PC A	875.24	875.24	DAVIS, BRANDY H
499	01/14/05	17847-PCA	900.51	900.51	JENKINS, LATICIA ANN
499	01/14/05	135271038-PC A	1,545.52	1,545.52	SMITH MICHEAL LOYD
499	01/14/05	135271039-PC A	901.01	901.01	WHITAKER, LADONNA LEE
499	01/14/05	135271035-PC A	1,012.60	1,012.60	GENTRY, PAULA A
499	01/14/05	17846-PCA	1,008.60	1,008.60	HOWELL, LUANA GAIL
499	01/14/05	135271037-PC A	940.29	940.29	HILL, BARBARA A
499	01/14/05	17850-PCA	898.51	898.51	MCKINLEY, CHARLOTTE ELAINE
499	01/14/05	17845-PCA	898.51	898.51	HARRIS, JOANNA S
499	01/14/05	17848-PCA	1,107.64	1,107.64	LAMINACK, SHERPON W
***				12,813.74	
509	01/14/05	135271040-PC A	742.08	742.08	STILL, DORIS E
509	01/14/05	17852-PCA	1,046.38	1,046.38	PHODEN, STELLA GINA
***				1,788.46	
510	01/14/05	17855-PCA	935.46	935.46	HUDGINS, ROYCE L 2
510	01/14/05	17856-PCA	782.42	782.42	TUPNER, LARRY A
510	01/14/05	17853-PCA	1,051.12	1,051.12	COOK, JOHN RUBIN
510	01/14/05	17854-PCA	1,321.60	1,321.60	DANIELS, CHARLES D
***				3,992.60	

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DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
551	01/14/05	17857-PCA	885 07	885 07	HAPRIS, RUSSELL T
***				885 07	
552	01/14/05	135271041-PC A	885 07	885 07	POGERS, WILLIAM A
***				885 07	
553	01/14/05	17858-PCA	885 07	885 07	ROHN, JERRY LYNN
***				885 07	
554	01/14/05	135271042-PC A	885 07	885 07	KUZA, HENRY MICHAEL II
***				885 07	
560	01/14/05	135271051-PC A	1,201 51	1,201 51	STANLEY, TIMOTHY S
560	01/14/05	135271048-PC A	1,226 04	1,226 04	HILL, PHILLIP M
560	01/14/05	17859-PCA	1,645 43	1,645 43	RETTERTON, ANTHONY S
560	01/14/05	17860-PCA	1,186 26	1,186 26	DAVIDSON, JUSTIN SCOTT
560	01/14/05	135271047-PC A	1,199 51	1,199 51	GROSS, DON LARRY
560	01/14/05	17870-PCA	1,186 26	1,186 26	TAYLOR, ANTHONY M
560	01/14/05	17869-PCA	1,180 26	1,180 26	STRACENER, CALEB L
560	01/14/05	135271046-PC A	1,367 91	1,367 91	DICKERSON DAVID LEE
560	01/14/05	17867-PCA	1,424 96	1,424 96	SANDERS, BOBBY NEAL
560	01/14/05	135271054-PC A	1,448 96	1,448 96	YOUNG, LELAND WAYNE
560	01/14/05	17862-PCA	1,303 08	1,303 08	FORTSON, LARRY WAYNE
560	01/14/05	17865-PCA	1,250 04	1,250 04	MURPHY, NAJRA H
560	01/14/05	135271043-PC A	1,369 91	1,369 91	ALFORD, JOHN MATTHEW
560	01/14/05	135271050-PC A	1,244 04	1,244 04	MOORE, JERRY A
560	01/14/05	17861-PCA	1,297 08	1,297 08	DEQUIR, JAMES A
560	01/14/05	17871-PCA	952 29	952 29	THOMPSON, NANCY K
560	01/14/05	17864-PCA	1,171 73	1,171 73	MATTHEWS, GENEVA NELL
560	01/14/05	17866-PCA	1,328 87	1,328 87	ROBERTS, GARY DALE
560	01/14/05	135271044-PC A	1,198 26	1,198 26	DANIELS, JOE NATHAN
560	01/14/05	17863-PCA	1,207 51	1,207 51	MARTIN, JOSHUA P
560	01/14/05	135271052-PC A	1,312 87	1,312 87	TILLEPY, HIPAM D
560	01/14/05	135271049-PC A	1,234 04	1,234 04	MASSOLETTI, MARTY
560	01/14/05	17862-PCA	1,285 63	1,285 63	STEELMAN, PAUL A
560	01/14/05	135271045-PC A	1,324 87	1,324 87	DAVIS, SCOTT WAYNE II
560	01/14/05	135271053-PC	1,375 91	1,375 91	WARREN, ROANNE

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DEP	Check Date	Check Number	GROSS_PAY	GROSS_PAY	Issued to
		A			
***				31,922 23	
565	01/14/05	17878-PCA	936 29	936 29	HUGHES, KAREN S.
565	01/14/05	17881-PCA	1,154 39	1,154 39	MCCAULEY, JILL A
565	01/14/05	135271077-PC	1,066 90	1,066 90	YOUNGBLOOD, JOHN MICHAEL
565	01/14/05	17882-PCA	1,066 90	1,066 90	MONTS, DEBFA J
565	01/14/05	135271060-PC	1,066 90	1,066 90	BLEDSOE, TRACI K
565	01/14/05	135271071-PC	1,066 90	1,066 90	SHANNON, STEPHANIE
565	01/14/05	17879-PCA	1,152 39	1,152 39	JOHNSON, JOHNNY J
565	01/14/05	135271075-PC	1,064 90	1,064 90	WARREN, DENNIS C
565	01/14/05	17874-PCA	1,064 90	1,064 90	CHOYCE, LAWANA J
565	01/14/05	135271061-PC	1,060 90	1,060 90	BRASHER, WILLIAM A
565	01/14/05	135271068-PC	1,117 95	1,117 95	MONTGOMERY, HERMAN C JR
565	01/14/05	135271062-PC	1,150 39	1,150 39	CABRERA, ALBERTO
565	01/14/05	135271069-PC	1,064 90	1,064 90	OLLER, TRACY E
565	01/14/05	135271058-PC	1,062 90	1,062 90	BASKEVILLE, MELANIE
565	01/14/05	135271059-PC	877 24	877 24	BISHOP, LORA ANN
565	01/14/05	135271066-PC	1,049 64	1,049 64	HUBSPETH, RONALD T
565	01/14/05	17876-PCA	1,047 64	1,047 64	GRISWOLD, JAMES B
565	01/14/05	135271056-PC	1,235 30	1,235 30	ANDREWS, TERESA L
565	01/14/05	135271076-PC	1,060 90	1,060 90	WOLOSZYN, RICHARD JOHN
565	01/14/05	17873-PCA	105 00	105 00	BENSON, MATTHEW W
565	01/14/05	17880-PCA	2,856 25	2,856 25	KARNS, JARED EUGENE
565	01/14/05	135271063-PC	845 28	845 28	GAGE, GARY DON
565	01/14/05	135271055-PC	1,047 64	1,047 64	ALLEN, STELLA M
565	01/14/05	135271072-PC	1,047 64	1,047 64	SMITH, VIVIAN M
565	01/14/05	17875-PCA	974 42	974 42	DAVIS, JAMES RODNEY
565	01/14/05	135271067-PC	1,017 13	1,017 13	MCHENRY, ANNITA
565	01/14/05	135271065-PC	1,017 13	1,017 13	HUBBARD, STEVEN A
565	01/14/05	17883-PCA	1,017 13	1,017 13	MORRIS, PEBELAR A
565	01/14/05	135271073-PC	1,017 13	1,017 13	THOMAS, CLINT
565	01/14/05	135271074-PC	1,017 13	1,017 13	WADE, CHAD D.
565	01/14/05	135271064-PC	1,271 93	1,271 93	GRISWOLD, JAMES E.
565	01/14/05	17885-PCA	1,090 90	1,090 90	SALOIS, GEORGE CARL
565	01/14/05	135271057-PC	1,066 90	1,066 90	BARDEP, BILLIE

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DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
		A			DARLENE
565	01/14/05	17872-PCA	888 72	888 72	BEAN, ELIZ-BETH M
565	01/14/05	17888-PCA	878 72	978 72	WALKER, DIANE
565	01/14/05	135271070-PC	1,115 95	1,115 95	SEWELL, LARRY W
		A			
565	01/14/05	17877-PCA	1,086 90	1,086 90	HELPENSTILL, RAY P.
565	01/14/05	17884-PCA	1,139 95	1,139 95	NIELL, SHERRY L
565	01/14/05	17887-PCA	1,160 39	1,160 39	WADE, ALAN M
565	01/14/05	17886-PCA	1,122 90	1,122 90	TEFFTELLER, ALLEN K
***				43,154 07	
570	01/14/05	17891-PCA	1,485 00	1,485 00	MCJIMSEY, BRUCE F
570	01/14/05	135271081-PC	1,280 00	1,280 00	HODGES, RANDAL R
		A			
570	01/14/05	135271083-PC	1,460 00	1,460 00	LOFTICE, MIKKI
		A			MICHELLE
570	01/14/05	135271082-PC	1,790 00	1,790 00	HODGINS, ROYCE L
		A			3RD
570	01/14/05	17889-PCA	955 00	955 00	BERRY, DEBORAH DENISE
570	01/14/05	17892-PCA	2,445 00	2,445 00	RAY, JIMMY DARRELL
570	01/14/05	135271079-PC	1,103 75	1,100 75	GRANT, GLENDA ANN
		A			
570	01/14/05	135271080-PC	1,281 25	1,281 25	HANCOCK KATHRYN B.
		A			
570	01/14/05	135271078-PC	2,526 25	2,526 25	BROWN, CHRISTOPHER E
		A			
570	01/14/05	135271085-PC	1,747 50	1,747 50	SPIVEY JOHN K.
		A			
570	01/14/05	17893-PCA	930 00	930 00	WARREN, SHERRY L
570	01/14/05	17890-PCA	1,485 00	1,485 00	GEE, LINDA W
570	01/14/05	135271084-PC	1,527 50	1,527 50	SMITH TRACY B
		A			
***				20,016 25	
575	01/14/05	135271088-PC	1,270 00	1,270 00	HEFNDON, LORIE A
		A			
575	01/14/05	135271086-PC	1,210 00	1,210 00	ALLEN, RALPH WAYNE
		A			
575	01/14/05	17894-PCA	544 00	544 00	HILL, JESSICA L
575	01/14/05	135271090-PC	1,943 00	1,943 00	WYLIE, MILTON J
		A			
575	01/14/05	135271087-PC	1,341 00	1,341 00	EDWARDS SANDRA D
		A			
575	01/14/05	135271089-PC	1,482 00	1,482 00	SMITH, MELINDA L
		A			
***				7,790 00	
590	01/14/05	135271091-PC	1,063 64	1,063 64	EDGE, FAYE A S
		A			
***				1,063 64	
611	01/14/05	17907-PCA	943 55	943 55	MARTIN LISA A

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DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
611	01/14/05	17897-PCA	927 03	927 03	BECK, EARNEST EARL
611	01/14/05	17917-PCA	947 55	947 55	VALENTINE, MERLE WAYNE
611	01/14/05	135271093-PC A	996 60	996 60	BREWSTER, MICKEY C
611	01/14/05	17919-PCA	1,025 12	1,025 12	WRIGHT, JERRY D
611	01/14/05	135271096-PC A	852 72	852 72	HOYE EARNEST T
611	01/14/05	17920-PCA	808 94	808 94	YINGLING, GARY D
611	01/14/05	17914-PCA	808 94	808 94	TACKETT, CLIFFORD A
611	01/14/05	17899-PCA	584 80	584 80	CAMPBELL, THOMAS M JR.
611	01/14/05	17898-PCA	497 08	497 08	BROWN, MARCUS A
611	01/14/05	135271095-PC A	584 80	584 80	COULTON, JAMES G
611	01/14/05	135271094-PC A	981 33	981 33	COLEMAN, MICHAEL A
611	01/14/05	17906-PCA	1,716 67	1,716 67	LYONS, DENNIS
611	01/14/05	17915-PCA	795 68	795 68	TENNISON, RICHARD EARL
611	01/14/05	17904-PCA	808 94	808 94	COLEMAN, LUTHER LYNN
611	01/14/05	17912-PCA	785 38	785 38	STEGALL, TIMOTHY PHIL
611	01/14/05	17911-PCA	1,120 69	1,120 69	SMITH, EDDIE J
611	01/14/05	17910-PCA	1,329 60	1,329 60	FENDRIS, ABBOTT LYNN
611	01/14/05	17913-PCA	1,329 60	1,329 60	STOKER, JAMES LOUIS
611	01/14/05	17905-PCA	1,051 12	1,051 12	JEFFERY, DONALD EAY
611	01/14/05	17900-PCA	1,035 86	1,035 86	CROCKETT, HARRY JAMES
611	01/14/05	17903-PCA	907 77	907 77	GLENN, BILLY E
611	01/14/05	17902-PCA	526 32	526 32	EDWARDS, GENERAL LEE
611	01/14/05	17921-PCA	974 08	974 08	YOUNG, JOEY A
611	01/14/05	17918-PCA	962 81	962 81	WALTON, LLOYD H
611	01/14/05	17908-PCA	808 94	808 94	MCCAULEY, JAMES L
611	01/14/05	17909-PCA	1,027 86	1,027 86	NELSON, WILLIAM B
611	01/14/05	135271097-PC A	1,027 86	1,027 86	FITTER, DON L
611	01/14/05	135271092-PC A	1,187 00	1,187 00	BLACKSTONE, WILLY PAT
611	01/14/05	17901-PCA	1,116 69	1,116 69	DAVIS, GARY W
611	01/14/05	17916-PCA	1,063 64	1,063 64	THOMPSON, DANNY R
611	01/14/05	17896-PCA	951 55	951 55	BARNES, MICHAEL H
611	01/14/05	17895-PCA	1,004 60	1,004 60	ALBRIGHT, GAYLE DAVID
***				31,501 12	
642	01/14/05	135271098-PC A	1,462 22	1,462 22	JOHNSON, GERALD DON
***				1,412 22	
650	01/14/05	135271099-PC A	695 59	695 59	DAVIDSON, TINA J
650	01/14/05	135271101-PC	1,381 83	1,381 83	SEKELER, RUTH F

VOL 68 PG 173

EP	Check Date	Check Number	GROSS PAY	GPDES PAY	Issued to
650	01/14/05	A 17924-PCA	149.35	149.35	WEATHERBY, STEVEN A
650	01/14/05	17922-PCA	164.80	164.80	RHEA, LAPA J
650	01/14/05	17923-PCA	958.29	958.29	SMITH, EMMA JEAN
650	01/14/05	17925-PCA	945.03	945.03	WILLIAMS, JANET C
650	01/14/05	135271100-PC	851.46	851.46	GILES, PEGGY J
***			5,146.35		
665	01/14/05	135271102-PC	353.64	353.64	HILL, BRIAN K
665	01/14/05	A 17927-PCA	353.64	353.64	WIGGINS, PAMELA ROCHELLE
665	01/14/05	17926-PCA	1,077.64	1,077.64	CAMPBELL, MARY ROSE
***			1,784.92		
			227,584.84		

210 records selected 210 values listed

EMPLOYEE ID & NAME	PAY COMPONENTS			EMPLOYER - PAID CONTRIBUTIONS					
	TYPE	CURR	YTD	TYPE	TXBL	AMOUNT	CURR	YTD	YTD
TOTALS -- ALL DEPARTMENTS	411	0.00	0.00	FICA	13659.34	GROSS	227,594.84	227,594.84	227,594.84
	BAIL7H	0.00	0.00	INCL	0.00	125AH	86.92	86.92	86.92
Total # of Employees	210	BALIFF	513.04	513.04	INLCO	0.00	125CL	214.14	214.14
Total # of Checks	107	CCP/OT	1,111.25	1,111.25	MDCR	3194.38	125CO	3,959.74	3,959.74
Total # of DR Stubs	103	CTFEES	0.00	0.00	RET	19999.36	125FC	195.39	195.39
Total # of Prenotes	3	CTSECU	50.00	50.00			125NF	387.58	387.58
		DA/32	0.00	0.00			125TL	149.53	149.53
		H	7,915.30	7,915.30			125UN	1,343.85	1,343.85
		J-IVE	1,473.25	1,473.25			CSCD/BENEF	960.83	960.83
		J-PSD	2,996.74	2,996.74			DEFCD	262.21	262.21
		J-PSP	811.26	811.26			INSPF	118.41	118.41
		J-SA	593.75	593.75			RET	15,461.28	15,461.28
		J-SAID	1,371.00	1,371.00			VALIC	200.00	200.00
		JPUV	184.82	184.82			NET TXBL	204,373.37	204,373.37
		JUV	200.00	200.00			FED W/H	16,855.03	16,855.03
		JUV/SU	0.00	0.00			FICA TXBL	220,296.86	220,296.86
		LAWLIB	66.64	66.64			FICA	13,658.34	13,658.34
		LONG	1,622.00	1,622.00			MEDICARE	3,194.38	3,194.38
		PROB	18,905.00	18,905.00			EIC	0.00	0.00
		PROB70	0.00	0.00			1012	88.00	88.00
		SAL	187,825.04	187,825.04			1096	181.13	181.13
		SAL-H	485.56	485.56			1231	300.00	300.00
		SAL791	0.00	0.00			1254	325.00	325.00
		SIAI	62.50	62.50			441	85.50	85.50
		STATE	1,199.35	1,199.35			791	0.00	0.00
		SUPP	208.34	208.34			878	0.00	0.00
							ALLTEL/PCA	0.00	0.00
							CSCD/LIFE	25.61	25.61
		COMP	0.00	0.00			INSAH	8.10	8.10
		HOLIDAY	0.00	0.00			INSCL	27.04	27.04
		SICK	0.00	0.00			INSCB	1,174.40	1,174.40
		VAC	0.00	0.00			INSFC	70.75	70.75
							INSNF	81.08	81.08
							OTH	149.00	149.00
							PETP	752.50	752.50
							PFNB	1,880.00	1,880.00
							PGNB	722.50	722.50
							SUP10	125.00	125.00
							SUPP7	130.00	130.00
							TRUSTEE	110.50	110.50
							TRUSTEE/2	100.00	100.00
							TRUSTEE/3	152.50	152.50
							TRUSTEE/4	240.00	240.00
							TXGLC	208.50	208.50
							NET PAY	163,610.10	163,610.10

VOI 168 PG 72

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CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
132007-APC	01/14/05	UPSHUR CO CSCD BENEFITS ACCOUNT	960 83
132008-APC	01/14/05	UPSHUR CO CSCD BENEFITS ACCOUNT	25 61
132009-APC	01/14/05	NATIONWIDE RETIREMENT	262 21
132010-APC	01/14/05	FIRST NATIONAL BANK GILMER	33,705 44
132011-APC	01/14/05	FIRST NATIONAL BANK GILMER	16,855 03
132012-APC	01/14/05	HEALTHFIRST TPA	1,343 85
132013-APC	01/14/05	UPSHUR COUNTY IRC/125	387 58
132014-APC	01/14/05	UPSHUR COUNTY IRC/125	195 39
132015-APC	01/14/05	UPSHUR COUNTY IRC/125	86 92
132016-APC	01/14/05	UPSHUR COUNTY IRC/125	149 53
132017-APC	01/14/05	UPSHUR COUNTY IRC/125	214 14
132018-APC	01/14/05	UPSHUR COUNTY IRC/125	3,959 74
132019-APC	01/14/05	ATTORNEY GENERAL OF TEXAS	149 00
132020-APC	01/14/05	EAST TEXAS PROFESSIONAL	752 50
132021-APC	01/14/05	FIRST NATIONAL BANK	1,880 00
132022-APC	01/14/05	GILMER NATIONAL BANK	722 50
132023-APC	01/14/05	UPSHUR COUNTY INSURANCE ACCOUNT	1,174 40
132024-APC	01/14/05	OFFICE OF THE ATTORNEY GENERAL	125 00
132025-APC	01/14/05	TXCSDU	88 00
132026-APC	01/14/05	TXCSDU	200 00
132027-APC	01/14/05	TXCSDU	121 13
132028-APC	01/14/05	OFFICE OF THE ATTORNEY GENERAL	325 00
132029-APC	01/14/05	TXCSDU	85 50
132030-APC	01/14/05	SHARON KEMP #0529255371	130 00
132031-APC	01/14/05	MICHAEL GROSS	110 50
132032-APC	01/14/05	MICHAEL GROSS	100 00
132033-APC	01/14/05	MICHAEL GROSS	152 50
132034-APC	01/14/05	STANDING CHAPTER 12 TRUSTEE	240 00
132035-APC	01/14/05	TE	268 50
132036-APC	01/14/05	VALIC	200 00

Total for All Payments -

65,070 80



County Judge
Dean Fowler



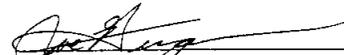
Commissioner Pct #3
Lloyd A. Crabtree



Commissioner Pct #1
James Crittenden



Commissioner Pct #4
Gary Drennan



Commissioner Pct #2
Joe E. Ferguson





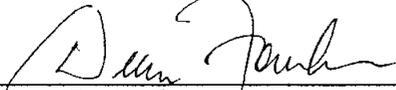
BY  DEPUTY
UPSHUR COUNTY, TX

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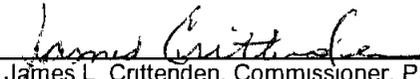
FILED
ROBIN RODEBERG
COUNTY CLERK

Commissioners Court		Commissioners Court	
10-401-3095	Books/publications \$ 27 50	10-401-4230	Bonds \$ 27 50
County Clerk		County Clerk	
10-403-1200	Salary Regular Employee \$ 153 00	10-403-1300	Part-time employees \$ 153 00
District Clerk		District Clerk	
10-450-3095	Books/publications \$ 126 00	10-450-4230	Bonds \$ 126 00
District Attorney		District Attorney	
10-476-3030	Stationery \$ 297 15	10-476-2450	Unemployment \$ 297 15
Tax Assessor		Tax Assessor	
10-499-1200	Salary Regular Employee \$ 62 50	10-499-1900	Salary Supplements \$ 62 50
9-1-1 Mapping		9-1-1 Mapping	
10-509-3010	Office Supplies \$ 49 32	10-509-2450	Unemployment \$ 49 32
County Jail		County Jail	
10-565-1200	Salary Regular Employee \$ 2,221 12	10-565-1300	Part-time employees \$ 2,221 12
\$ 2,936 59		\$ 2,936 59	

These budget amendments were approved on this the 14th day of January, 2005



Dean Fowler, County Judge



James L. Crittenden, Commissioner, Pct #1



Joe Ferguson, Commissioner, Pct #2



Lloyd A. Crabtree, Commissioner, Pct #3



Gary Drennan, Commissioner, Pct #4

FILED
 ROBIN RODEMBERG
 COUNTY CLERK
 05 JAN 14 PM 1:02
 DEPUTY
 BY _____
 UPS COUNTY, TX.

TREASURER'S MONTHLY REPORT

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

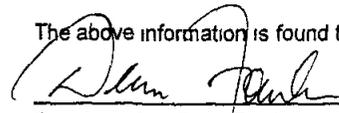
	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Acct	\$ 4,080,159 99	\$ 1,761,074 04	\$ 561,402 30		\$ 328,530 43	\$ 4,951,301 30	\$ 2,251,032 49	\$ 3,153,590 58	\$ 38,814 23	\$ 4,912,487 07	\$ 4,951,301 30
Insurance Acct	\$ 16,988.95	\$ 357,350 53	\$ 192,417 42			\$ 2,922 06	\$ 118,000 00	\$ 297,000.00	\$ 2,922 06		\$ 2,922.06
IRC125 Acct	\$ 5,684 68	\$ 10,593 16	\$ 10,593 16			\$ 5,684 68	\$ -	\$ -	\$ 5,684 68	\$ -	\$ 5,684 68
Ins Clearing	\$ 1,701 49	\$ 0.00	\$ 0 00			\$ 1,701 49	\$ -		\$ 1,701 49	\$ -	\$ 1,701 49
Payroll Clearing	\$ 1,000.00	\$ -	\$ 328,530 43	\$ 328,530 43		\$ 1,000 00			\$ 1,000 00		\$ 1,000 00
Sharon Water Grant	\$ 0.00	\$ 14,625.00	\$ 14,625 00			\$ 0 00			\$ 0 00		\$ 0 00
Totals	\$ 4,105,535.11	\$ 2,143,642 73	\$ 1,107,568 31	\$ 328,530 43	\$ 328,530 43	\$ 4,962,609 53	\$ 2,369,032 49	\$ 3,450,590 58	\$ 50,122 46	\$ 4,912,487 07	\$ 4,962,609.53

INDEBTEDNESS

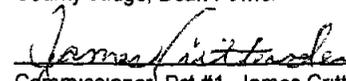
1997 Certificate of Obligations	\$ 2,610,000 00
Bank Property (Reissued @4 5147%) GNB	\$ 13,542 58
TOTAL INDEBTEDNESS	\$2,623,542 58

Investment Register on back

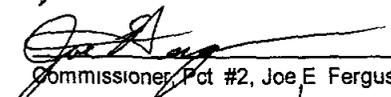
The above information is found to be true and correct.



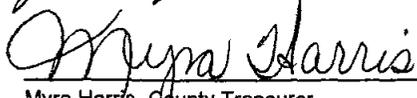
County Judge, Dean Fowler



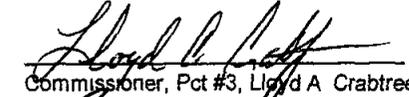
Commissioner, Pct #1, James Crittenden



Commissioner, Pct #2, Joe E. Ferguson



Myra Harris, County Treasurer



Commissioner, Pct #3, Lloyd A. Crabtree



Commissioner, Pct #4, Gary Drennan

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

05 JAN 14 PM 1:00
UPSHUR COUNTY, TX.
BY _____
DEPUTY

VOL 68 PG 177
 FILED
 ROBIN RODENBERG
 CLERK OF COUNTY CLERK

UPSHUR COUNTY CD ACTIVITY FOR DECEMBER, 2004

CD#	ACCOUNT	AMOUNT	PURCHASED	%RATE	MATURITY DAYS	EARNED INTEREST	
36217	Tobacco	\$756,819 85	12-Oct-04	2 74	13-Dec-04	62	\$1,704 40
36235	Available School	\$44,212 64	25-Oct-04	2 74	29-Dec-04	65	\$109 53
36250	Operating	\$250,000 00	29-Oct-04	2 69	15-Dec-04	47	\$276 37
36265	Operating	\$500,000 00	15-Nov-04	2 91	15-Dec-04	30	\$1,195 89
36269	Operating	\$200,000 00	18-Nov-04	2 93	30-Dec-04	42	\$674 30
36287	Permanent School	\$1,134,499 36	30-Nov-04	3 01	5-Jan-04	36	\$0 00
36288	Operating	\$300,000 00	30-Nov-04	3 01	30-Dec-04	30	\$742 19
36289	Operating	\$200,000 00	30-Nov-04	3 01	14-Jan-05	45	\$511 29
36290	Operating	\$422,000 00	30-Nov-04	3 11	14-Feb-05	76	\$1,114 66
36282	Operating	\$200,000 00	23-Nov-04	2 93	30-Dec-04	37	\$594 03
36295	Operating	\$300,000 00	3-Dec-04	3 11	15-Feb-05	74	\$0 00
36311	Operating	\$400,000 00	16-Dec-04	3 07	31-Jan-05	46	\$0 00
36312	Operating	\$500,000 00	16-Dec-04	3 27	31-Mar-05	105	\$0 00
36313	Insurance	\$118,000 00	16-Dec-04	2 97	30-Dec-04	14	\$134 42
36324	Operating	\$300,000 00	23-Dec-04	3 21	28-Feb-05	67	\$0 00
TOTALS		\$5,625,531 85					\$7,057 08

TREASURER'S QUARTERLY REPORT

By Myra Harris, County Treasurer
Oct 1 thru Dec 31, 2004

	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Demand	Investments	Total
Operating Account	\$ 4,751,507 08	\$ 3,450,826 63	\$ 2,268,458 82		\$ 982,573 59	\$ 4,951,301 30	\$ 38,814 23	\$ 4,912,487 07	\$ 4,951,301 30
Insurance Acct	\$ 13,348 77	\$ 570,127 99	\$ 458,554 70	\$ 57,000 00		\$ 2,922 06	\$ 2,922 06	\$ 297,000 00	\$ 2,922 06
IRC/125 Account	\$ 5,684 68	\$ 30,936 85	\$ 30,936 85			\$5,684 68	\$5,684 68	\$ -	\$5,684 68
Insurance Clearing	\$3,867 84	\$ 71,746 70	\$ 16,913 05		\$ 57,000 00	\$1,701 49	\$1,701 49	\$ -	\$1,701 49
Payroll Clearing	\$1,000 00		\$ 983,279 77	\$ 982,573 59		\$1,000 00	\$1,000 00	\$ -	\$1,000 00
Sharon Water Grant	\$0 00	\$14,625 00	\$14,625 00			\$0 00	\$0 00		\$0 00
Totals	\$ 4,775,408 37	\$ 4,138,263 17	\$ 3,772,768 19	\$ 1,039,573 59	\$ 1,039,573 59	\$ 4,962,609 53	\$ 50,122 46	\$ 5,209,487 07	\$ 4,962,609 53

LIST OF INDEBTEDNESS

1997 Certificates of Obligation		\$ 2,610,000 00	
Bank Property (reissued @4 5147%) GNB		\$ 21,576 29	
Upshur County Road&Bridge/Reclaimer			
TOTAL INDEBTEDNESS		\$ 2,631,576 29	

LIST OF SECURITIES

Tobacco	CD#36217	\$ 756,819 85	2 74%	12/13/04
Available School	CD#36235	\$ 44,212 64	2 74%	12/29/04
Operating	CD#36250	\$ 250,000 00	2 69%	12/15/04
Operating	CD#36265	\$500,000 00	2 91%	12/15/04

(Securities Con't)

Operating	CD#36269	\$ 200,000 00	2 93%	12/30/04
Permanent School	CD#36287	\$ 1,134,499 36	3 01%	1/5/05
Operating	CD#36288	\$ 300,000 00	3 01%	12/30/04
Operating	CD#36289	\$ 200,000 00	3 01%	1/14/05
Operating	CD#36290	\$ 422,000 00	3 11%	2/14/05
Operating	CD#36282	\$ 200,000 00	2 93%	12/30/04
Operating	CD#36295	\$ 300,000 00	3 11%	2/15/05
Operating	CD#36311	\$ 400,000 00	3 07%	1/31/05
Operating	CD#36312	\$ 500,000 00	3 27%	3/31/05
Insurance	CD#36313	\$ 118,000 00	2 97%	12/30/04
Operating	CD#36324	\$ 300,000 00	3 21%	2/28/05

TOTAL SECURITIES \$5,625,531 85

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

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

Myra Harris, County Treasurer

SWORN TO AND SUBSCRIBED before me this 14th day of January, 2005.

Robin Rodenberg, Clerk
County Court, Upshur County, Texas

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

Dean Fowler
County Judge

Lloyd A. Crabtree
Commissioner, Precinct No. 3

James Crittenden
Commissioner, Precinct No. 1

Gary Drennan
Commissioner, Precinct No. 4

Joe E. Ferguson
Commissioner, Precinct No. 2

SUBSCRIBED AND SWORN TO Before me, this 14th day of January, A.D. 2005.

County Clerk, Upshur County, Texas

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

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:00
UPS HUR COUNTY, TX.
BY _____
DEPUTY



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



FAX: (903) 843-4818

COUNTY AUDITOR

(903)843-4000

December 27, 2004

Upshur County Commissioners Court
Gilmer, Texas

Members of the Court

During the month of December 2004, the Auditor's office performed regular quarterly audit procedures for all fee offices in the county. Reports and supporting documents for the quarter were examined. Cash counts were also performed. The balances and collections of all the offices appear to have been, in all material respects, appropriately remitted and reported, except for the following:

JP #2 collected a fine by check and reported the receipt but did not deposit the money. The money was deposited on December 15, 2004. The check had been returned to the maker and was later replaced by a money order.

All working papers are available in my office for your review.

Sincerely,

Pam Long
County Auditor

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:01
UPSHUR COUNTY, TX.
BY _____
DEPUTY

VOL 68 cu 182



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

December 28, 2004

The Honorable Dean Fowler
Upshur County Judge
Highway 154 West, Court House, 3rd Floor
Gilmer, Texas 75644

Dear Judge Fowler

It is an honor to welcome your county to the Texas Victim Information and Notification Everyday (VINE) program. Enclosed please find a signed grant contract in the amount of \$37236 00 reflecting program funding for your county.

General Abbott has made services for crime victims a priority for this administration. Our Crime Victim Services Division is focusing efforts to ensure that crime victims throughout the state receive the resources they need, such as the information provided by Texas VINE. By participating in VINE, your county will make Texas a safer place by giving victims a renewed sense of security.

Please call Gary Walker, Program Manager, Crime Victim Services Division at (512) 936-1236 if you have any questions. Thank you for your work and for choosing to participate in the Texas VINE program.

Sincerely,

Herman Millholland
Crime Victim Services Division Director

Enclosure

FILED
ROBIN RODEMBERG
COUNTY CLERK
05 JAN 14 PM 1:01
UPSHUR COUNTY, TX.
BY _____
DEPUTY



OFFICE *of the* ATTORNEY GENERAL
GREG ABBOTT

Texas VINE
GRANT CONTRACT

Upshur County

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:01
UPSHUR COUNTY, TX.
BY _____
DEPUTY

GRANT CONTRACT
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GRANT CONTRACT

THIS GRANT CONTRACT, including all Exhibits and Schedules attached hereto and incorporated herein by reference (the Agreement) is made and entered into by and between Upshur County hereinafter referred to as 'COUNTY' and the Office of the Attorney General of Texas (OAG). COUNTY and the OAG may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the covenants, agreements and conditions herein contained, the Parties agree as follows:

1. PURPOSE; CONSTRUCTION OF AGREEMENT

1.1 Purpose.

The purpose of this Agreement is to reimburse COUNTY for certain cost incurred in the participation in a statewide crime victim notification service.

To ensure a standard statewide service to all interested counties, including COUNTY, the OAG will reimburse COUNTY for services delivered to COUNTY by the vendor certified by the OAG to provide such standard statewide services. The certification and the certification process is documented in that certain document dated November 22, 2002 and entitled: Vendor Certification for the Statewide Automated Victim Notification Service (SAVNS). This document is hereinafter referred to as the 'Certification' is expressly incorporated herein by reference. The vendor certified to provide the services is Appriss, Inc a Kentucky corporation authorized to do business in Texas (hereinafter 'Certified Vendor').

This Agreement documents the requirements, conditions, obligations, limitations, and other terms for the COUNTY to be eligible for cost reimbursement by the OAG.

1.2 Construction of Agreement. The provisions of this Section 1 are intended to be a general introduction to this Agreement, and to the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed consistent with the objectives, expectations and purposes stated in this Section 1. All Exhibits and Schedules attached hereto are hereby incorporated by reference herein in their entirety for all purposes.

2. COUNTY OBLIGATIONS

2.1 County Implementation Plan. As a condition precedent to any reimbursement of allowable costs, COUNTY will prepare a plan to implement the services in the COUNTY (County Implementation Plan). Before commencing any compensable work,

the County Implementation Plan, at a minimum will include:

1. a list of tasks and activities required of COUNTY and that are necessary for the successful implementation and testing of the services;
2. a schedule that describes the time frames that each increment of work will be performed and completed,
3. identification and commitment of staff resources and equipment necessary install and implement the services in a timely manner;

2.2 Services Contract. COUNTY will execute a services contract with the Certified Vendor to provide services consistent with the Certification document. The COUNTY services contract will include terms and conditions that are intended to provide the COUNTY such rights and remedies as are necessary to ensure the delivery of the services in accordance with the **Scope of Services** section herein. For the convenience of COUNTY, a template services contract is made available to COUNTY. The OAG is not acting as an attorney for the COUNTY, therefore the COUNTY is advised to have attorneys of its choice to review and modify the template services contract to protect the interest of the COUNTY and to assure that the services will be delivered according the Certification document.

2.3 Implementation. COUNTY will implement the services in a manner consistent with the Scope of Services and the COUNTY Implementation Plan. COUNTY agrees to execute the County Verification Plan within thirty (30) calendar days after the Certified Vendor verification and testing is complete. COUNTY agrees to provide documentation of any programming or system errors to the Certified Vendor within that same thirty (30) calendar day period.

2.4 Maintenance Plan. COUNTY will prepare and maintain a maintenance plan that at a minimum is designed to:

1. make available offender information that is timely, accurate and relevant to support the victim notification services,
2. verify the Certified Vendor's performance according to the COUNTY services contract;
3. satisfactorily discharge such COUNTY obligations as described in the COUNTY services contract.

2.5 Monitoring of Services; Statewide Stakeholders. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor. COUNTY will reasonably cooperate with and participate in Statewide Stakeholders meetings and

efforts to monitor and improve the services on a statewide basis COUNTY may reasonably agree to designate third-parties to assist COUNTY and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances

3. SCOPE OF SERVICES

3.1 Statewide Deliverables. The services are described by two sets of documents: (1) the Statewide Deliverables, and (2) the COUNTY Deliverables. The Statewide Deliverables describe the services and structure of the victim notification system on a statewide basis. The Statewide Deliverables may be modified from time to time by the OAG upon the recommendation of the Statewide Stakeholders Committee. The Statewide Deliverables include:

- S-01 Service Specification
- S-02 Questionnaire Template
- S-03 Statewide Implementation Plan
- S-04 Stakeholder Communication Plan
- S-05 Call Center Infrastructure
- S-06 County Implementation Plan Template
- S-07 Web Sites(s)
- S-08 Statewide Promotions Package
- S-09 Internal Test Guide
- S-10 Statewide Implementation Status Reports
- S-11 Service Level Standards
- S-12 Service Performance Reports
- V-01 Vendor Certification

The Statewide Deliverables are incorporated herein by reference.

3.2 COUNTY Deliverables. The COUNTY deliverables reflect the Statewide Deliverables, as customized to meet the specific needs of COUNTY (COUNTY Deliverables). COUNTY deliverables include:

- C-02 County Implementation Plan
- C-03 County Infrastructure
- C-04 Application Interface
- C-05 Customer Verification Plan
- C-06 County Support Document
- C-07 County Promotions Package
- C-08 Production Notice
- C-09 County Web Access

County will implement these deliverables through the COUNTY services contract. After these deliverables are completed and approved by COUNTY, these COUNTY

deliverables are incorporated herein by reference

3.3 Service Levels. Certain standards and levels of performance to be provided by the Certified Vendor to COUNTY are described in the Statewide Deliverable S-11 Service Level Standards and the COUNTY services contract. Other standards and levels of performance are described in the other Statewide and COUNTY Deliverables. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor.

The COUNTY will:

1. Notify the OAG in writing when the Appriss system has been put online for jails and courts
2. Each month , inspect, monitor and verify the performances required within Section 4 of the Appriss Service Agreement and Sections 2 and 3 of the OAG Grant Contract.
3. Register for, verify, record and file at least eight information and notification events each month At least three of those events must be notifications and all must include court information if available.
4. Verify that the County input data (the jail and court data elements used by the Appriss system) is entered accurately and in a timely basis. The standard to define whether the data is timely and accurate should be determined by the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.
5. Establish a County VINE log for the purpose of recording all problems noted with the system; to whom the problem was referred, and when the problem was resolved.
6. Provide periodic written reports (forms provided by OAG) describing COUNTY monitoring, findings, usage, problems and observations as requested by the OAG.
7. The County Judge may delegate the responsibility for assuring these activities are accurately reported to the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.
8. Allow on-site monitoring visits to be conducted by OAG staff or it's authorized representative.

All correspondence, reports or notices must be submitted to:

Dr. Gary Walker, Ph.D.
Program Manager, Texas VINE
Office of the Attorney General
Post Office Box 12548 Mail Code 004
Austin, Texas 78711-2548

3.4 XML Extract. To the extent permitted by law, COUNTY agrees to provide the OAG with a copy of data transmitted by COUNTY to the Certified Vendor. COUNTY authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor COUNTY performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including but not limited to an XML extract) as requested by the OAG.

3.5 COUNTY Scope of Services Obligations. For the purpose of this Agreement, the requirements, duties and obligations contained in the Statewide Deliverables, COUNTY Deliverables, Service Levels and other requirements of this Section 3 are collectively referred to as the 'Scope of Work'. As a condition of reimbursement, County agrees to faithfully, timely and in a good and workman like manner implement and maintain the services in compliance with the Scope of Work.

4. REIMBURSEMENT

4.1 Maximum Liability of the OAG. The parties stipulate and agree that the total liability of the OAG to COUNTY in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance herein shall not exceed THIRTY-SEVEN THOUSAND TWO HUNDRED THIRTY-SIX AND NO/100 (\$37,236.00) DOLLARS for the Term of this Agreement. The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purport to increase the liability of the OAG is void, without first executing a written amendment to this Agreement and specifically amending this section. The parties acknowledge and agree that nothing in this Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement.

The parties acknowledge, stipulate and agree that funding for this Agreement is subject to the actual receipt of grant funds appropriated to the Office of the Attorney General and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance pursuant to this Agreement. The parties further understand, acknowledge, stipulate and agree that the grant funds, if any, received from the Office of the Attorney General are limited by the term of each state biennium

and by specific appropriation authority to the Office of the Attorney General for the subject matter of this Agreement.

4.2 Grant Contract Not Entitlement or Right. COUNTY understands and agrees that. (1) reimbursement from grant funds is not an entitlement or right; and (2) it may not be reimbursed for costs incurred during the grant term or expenses paid during or subsequent to the grant term unless the COUNTY strictly complies with all terms, conditions, and provisions of this Agreement. COUNTY understands and agrees that it will not be reimbursed for the cost of vendor services provided or delivered before the commencement date of this contract.

4.3 Reimbursable Cost; Generally. Upon evidence of satisfactory compliance with the terms and conditions of this Agreement, the OAG will reimburse COUNTY, subject to the limitations in Section 4.1, for such actual, reasonable and necessary amounts expended in the performance of this Agreement. Only those costs allowable under applicable UGMS cost principles are eligible for reimbursement under this contract. The COUNTY acknowledges that it is a sub-recipient of state pass-through funds from the Crime Victims Compensation Fund. Therefore, the following cost principles, audit requirements, and administrative requirements shall apply:

<u>Cost Principles</u>	<u>Administrative Requirements</u>	<u>Audit Requirements</u>
OMB A-87 as modified by UGMS	OMB A-102 as modified by UGMS	OMB A-133 as modified by UGMS
Uniform Grant Management Standards (UGMS) pursuant to Government Code Chapter 783	Uniform Grant Management Standards (UGMS) pursuant to Government Code Chapter 783	Texas State Single Audit Circular

Copies of these documents referenced above will be provided to the COUNTY by OAG upon request and are incorporated by reference as a part of this Agreement.

Before incurring any out-of-state travel expenses, the COUNTY must obtain prior written authorization for that travel from the OAG.

To be eligible for reimbursement under this contract, a cost must have been incurred or obligated by the COUNTY within the applicable contract period prior to claiming reimbursement from the OAG. Costs incurred by the last day of the applicable contract term must be liquidated no later than 30 calendar days after the end of the applicable contract period.

If the COUNTY expends \$300,000 or more in state financial assistance during its fiscal

year, it shall arrange for a single audit of that fiscal year. The audit must be conducted by an independent CPA and must be in accordance with the applicable government auditing standards, the Texas State Single Audit Circular and the UGMS published by the Governor's Office of Budget and Planning. For the purposes of this contract, the audit provisions of OMB Circular A-133 shall apply to county contracting entities.

If the COUNTY is expending less than \$300,000 in total state financial assistance during its fiscal year, it shall arrange for an annual independent financial audit in accordance with generally accepted government auditing standards of that fiscal year.

For purposes of this Article, the COUNTY shall comply with the applicable OMB Circulars with the following modifications: All references to "Federal Grantor Agency(ies)" shall be expanded to read "Federal or State Grant Agency(ies)." All references to "Federal Grant Funds" or "Federal Assistance" shall be expanded to read "Federal and State Assistance;" "Federal Law" shall be expanded to read "Federal or State Law;" and all references to "Federal Government" shall be expanded to read "Federal or State Government," as applicable.

In procuring any audit services required by this contract and/or by law, the COUNTY shall comply with applicable state procurement procedures, as well as any requirements found in UGMS regarding such procurement.

The COUNTY shall submit to the OAG two (2) bound copies of any and all applicable audit reports, management letters, and management responses. Such reports, letters, and responses must be submitted on or before whichever of the following dates occurs first:

- a. thirty (30) days after the issuance of the audit report;
- b. within nine (9) months after the end of the audited fiscal year for those COUNTY whose fiscal year begins on or after October 1.

The COUNTY shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant access to all program delivery sites to representatives of the State of Texas and or the OAG.

4.4 Reimbursement; COUNTY Service Contract. Upon evidence of satisfactory compliance with the terms and conditions of this Agreement, the OAG will reimburse COUNTY such actual, reasonable and necessary amounts expended, subject to the limitations in Section 4.1, for the COUNTY Service Contract

4.5 Advance Funding to COUNTY. In lieu of the reimbursement processes addressed above, the OAG will provide limited, advance funding to COUNTY, if the COUNTY states in writing that advance funding is required for implementation.

The OAG will provide an advance funding to COUNTY for the each payment milestone

the OAG will discontinue providing the COUNTY with copies of reimbursement vouchers.

5.4 Excess Payments; Refund; Setoff. Payment under this Agreement will not foreclose the right of the OAG to recover excessive or unallowable payments from the COUNTY. The COUNTY shall refund to the OAG within thirty (30) calendar days from date of request any funds the COUNTY claims and receives from the OAG for the reimbursement of costs which are subsequently determined by the OAG to be ineligible for reimbursement.

The OAG will have the right to withhold all or part of any future payments to the COUNTY to offset any reimbursement made to the COUNTY for any ineligible expenditures not yet refunded to the OAG by COUNTY. The OAG may withhold reimbursement(s) from either this contract or an expired contract between the parties with the same funding source, in amounts necessary to fulfill the repayment obligations of the COUNTY.

6. AGREEMENT TERM

6.1 Initial Term. This term of this Agreement shall commence on the final approval, execution by the OAG and the delivery of this grant contract to COUNTY and terminate on August 31, 2005, unless terminated earlier as provided by another provision of this Agreement. No commitment of grant funds is permitted prior to the first day or subsequent to the last day of the Initial Term. Nothing herein shall prevent the parties from revising the term of this Agreement by a written amendment.

6.2 Renewal Term. Subject to the availability of future grant funds for this Agreement, this Agreement may be renewed for an additional period to coincide with the term of future appropriations for the purposes of this Agreement. Such renewal shall be by a written amendment and executed with the same formalities as this Agreement.

7. TERMINATION

7.1 Termination for Convenience. Either Party may, in its sole discretion, terminate this Agreement in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to other party.

7.2 Termination for Cause. In the event that COUNTY fails to perform its obligations according to the provisions of this Agreement, or fails to comply with any of the terms or conditions of this Agreement, the OAG may, upon written notice of default to COUNTY, immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement.

in the COUNTY Service Contract as follows. (1) an amount equal to the payment milestone 1 will be advanced to COUNTY no sooner than thirty (30) calendar days prior to the payment milestone becoming due and payable under the COUNTY Service Contract; (2) an amount equal to the payment milestone 2 will be advanced to COUNTY no sooner than thirty (30) calendar days prior to payment milestone becoming due and payable under the COUNTY Service Contract

The COUNTY must submit an invoice to the OAG specifically requesting an advance funding, the amount of the payment and the invoice must state the date that the work underlying the payment milestone will be completed. The COUNTY should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the COUNTY needs to receive the funding.

5. Invoice for Reimbursable Cost

5.1 Form of Invoice. The form of any invoice for reimbursement of expenses submitted under this section must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG is under no obligation to reimburse COUNTY if supporting documentation is not provided on a timely basis.

Each invoice presented must include the OAG's contract number. The invoice must identify COUNTY's Texas Identification Number (VIN), a description of the expense, and a notation that the requested reimbursement in regards to the Crime Victim Services Division, Victim Notification Services Grants.

The invoices must be submitted to

Attn · Grants/Contracts Financial Management
Office of the Attorney General
Crime Victim Services Division, Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

5.2 Timing of Invoice. The COUNTY shall submit its claims for reimbursement to the OAG within twenty (20) calendar days following the end of the month that a reimbursable expenditure was incurred. The COUNTY may submit a make-up claim as a final close-out invoice not later than the earlier of (1) forty-five (45) calendar days after termination; or (2) forty-five (45) calendar days after the end of a state fiscal biennium.

5.3 Direct Deposit. The COUNTY may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and

7.3 Rights Upon Termination or Expiration. Upon termination of the Agreement for cause, all work product, Deliverables, equipment, all files, records, reports, data, intellectual property license or right and other documents obtained, used, prepared or otherwise developed by COUNTY in the performance of the scope of work authorized by this Agreement shall vest in the OAG, and upon request of the OAG shall be delivered to the OAG within thirty (30) business days after expiration or termination. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of the work product or other deliverable made the subject of this Agreement.

8. Intellectual Property. The COUNTY understands and agrees that where funds obtained under this Agreement may be used to produce original books, manuals, films, or other original material and intellectual property, the COUNTY may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved to the OAG, or state government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this Agreement.

The COUNTY may publish at its expense the results of its contract performance if it first obtains prior OAG review of that publication. Any publication (written, visual, or sound) must include acknowledgment of the support received from the OAG and the appropriate state grant, if applicable. At least three (3) copies of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review. All copies shall be provided to the OAG free of charge

9. AUDIT RIGHTS; RECORDS RETENTION

9.1 Duty to Maintain Records. COUNTY shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Agreement. COUNTY also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Agreement.

9.2 Records Retention. COUNTY shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this Agreement, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

9.3 Audit Trails. COUNTY shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by COUNTY will, at a minimum, identify the supporting documentation prepared by COUNTY to permit an audit of the system by tracing the activities of individuals through the system. COUNTY's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. COUNTY agrees that COUNTY's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

9.4 Access. COUNTY shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Agreement and the operation and management of COUNTY to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this Agreement shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. COUNTY will direct any contractor to discharge COUNTY's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this Agreement

9.5 Location. Any audit of documents listed in Section 9.4 shall be conducted at the COUNTY's principal place of business and/or the location(s) of the COUNTY's operations during the COUNTY's normal business hours and at the OAG's expense. COUNTY shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on COUNTY's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 9.

9.6 Reimbursement. If an audit or examination reveals that COUNTY's invoices for the audited period are not accurate, COUNTY shall promptly reimburse OAG for the amount of any overcharge, unallowable or excessive amount.

9.7 Reports. COUNTY shall provide to OAG periodic status reports in accordance with OAG's audit procedures regarding COUNTY's resolution of any audit-related compliance activity for which COUNTY is responsible

10. Independent Contractor Status and General Liability Provision. COUNTY

shall be deemed to be an independent contractor hereunder and shall not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG. COUNTY agrees to take such steps as may be necessary to ensure that each contractor of COUNTY will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG. All persons furnished, used, retained, or hired by or on behalf of COUNTY or any of its subcontractors shall be considered to be solely the employees or agents of COUNTY or such subcontractor, and COUNTY shall be responsible for ensuring that there is payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

11. Publicity. COUNTY not shall use the other OAG's name or refer to the other Party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without consent from the OAG for each such use or release

12. Amendment. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized personnel of the Parties for that express purpose. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration. Any attempted amendment or modification of this Agreement that does not comply with this Section will be deemed void

13. Non-waiver. The failure of any party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Agreement. No term or provision of this Agreement or of any document incorporated herein by reference shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

14. Partial Invalidity. If any term or provision of this Agreement, or of any document incorporated herein by reference is found to be illegal or unenforceable then, notwithstanding such illegality or unenforceability, this Agreement, and each incorporated document, shall remain in full force and effect and such term or provision shall be deemed to be deleted

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. **Entire Agreement.** This Agreement reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

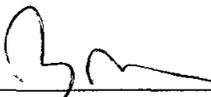
18. **Governing Law; Venue.** This Agreement is made and entered into in the State of Texas, and this Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements

Except where state law establishes mandatory venue, COUNTY agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Agreement, or the matters referred to therein, shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District and Austin Division, and to the extent permitted by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. COUNTY hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that (a) COUNTY is not personally subject to the jurisdiction of the above-named courts, (b) the suit, action or proceeding is brought in an inconvenient forum or (c) the venue of the suit, action or proceeding.

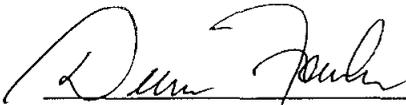
19. **Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Agreement only in their official capacity.

Office of the Attorney General of Texas

UPSHUR COUNTY



Attorney General or his designee



County Judge Signature

DEAN FOWLER

Printed Name

Date: 11/17/04

Date: OCTOBER 14, 2004

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:01
UPSHUR COUNTY, TX.
BY _____
DEPUTY

APPLICATION FOR FILLING ABANDONED WELL

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

Re: Abandoned well owned by: Margaret Johnson
P O Box 562
Big Sandy, TX 75755

On Old Water Bluff Road

GENTLEMEN

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

Respectfully yours,

Margaret Johnson
Box 562 Big Sandy TX
903 636-4641

PRECINCT 3
DATE 12/27/04

APPROVED X REJECTED _____

Dean Fowler
County Judge, Dean Fowler

James Crittendon
Commissioner, Prec. #1, ~~Joe Orms~~ James Crittendon

Buddy Ferguson
Commissioner, Prec. #2, Buddy Ferguson

Lloyd A Crabtree
Commissioner, Prec #3, ~~Rick Jackson~~ Lloyd A Crabtree

Gary Dremman
Commissioner, Prec. #4, Gary Dremman

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 12:59

UPSHUR COUNTY, TX.

BY _____ DEPUTY

SCULL TIMBER COMPANY

[Signature]
First Party Signature

[Signature]
County Judge - Dean Fowler

Street or Box
P. O. Box 220

[Signature]
Commissioner, Prec. 1 - James Crittenden

City, State and Zip Code
Teneha, TX 75974

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

Telephone & Fax
903-248-5200

[Signature]
Commissioner, Prec. 3 - Lloyd A. Crabtree

Cooper Terry
Timber Tract

[Signature]
Commissioner, Prec. 4 - Gary Drennan

Date Signed

January 14, 2005
Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 12:58
OF SHIVERS COUNTY, TX.
BY _____
DEPUTY

BRADLEY CONTRACTORS

[Signature]
First Party Signature

[Signature]
County Judge - Dean Fowler

Street or Box
P. O.. Box 312

[Signature]
Commissioner, Prec. 1 - James Crittenden

City, State and Zip Code
Jefferson, TX 75657

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

Telephone & Fax
903-665-9999 (fax 903-665-9997)

[Signature]
Commissioner, Prec. 3 - Lloyd A. Crabtree

D. L. Ray
Timber Tract

[Signature]
Commissioner, Prec. 4 - Gary Drennan

Date Signed

JANUARY 14, 2005
Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 12:58
UPSHUR COUNTY, TX.
BY _____
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

Robertson Logging Co.,

The undersigned, R, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No.2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths): approximately 2 miles on Periwinkle Road and 1/4 mile on Hollyhock Road.

2.

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

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from lands located in Precinct No. 2, 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 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

ROBERTSON LOGGING

Walter Robertson
First Party Signature

Dean Fowler
County Judge - Dean Fowler

Street or Box
3554 PR 1152

James Crittenden
Commissioner, Prec. 1 - James Crittenden

City, State and Zip Code
Gilmer, TX 75645

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

Telephone & Fax
903-734-6949

Lloyd A. Crabtree
Commissioner, Prec. 3 - Lloyd A. Crabtree

Deberry Estate
Timber Tract

Gary Drennan
Commissioner, Prec. 4 - Gary Drennan

Date Signed

JANUARY 14, 2005
Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 12:58
UPSHUR COUNTY, TX.
BY _____
DEPUTY

CLARK TIMBER

By: Dwight Clark
First Party Signature

Dean Fowler
County Judge - Dean Fowler

Street or Box:
5273 Aspen Trail

James Crittenden
Commissioner, Prec. 1 - James Crittenden

City, State and Zip Code
Gilmer, TX 75644

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

Telephone:
909-734-4955

Lloyd A. Crabtree
Commissioner, Prec. 3 - Lloyd A. Crabtree

Timber Tract:
Charles Still

Gary Drennan
Commissioner, Prec. 4 - Gary Drennan

Date Signed

JANUARY 14, 2005
Date signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 12:58
UPSHOPE COUNTY, TX.
BY _____
DEPUTY

VOL 68 PG 208

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR)

The undersigned, WARD TIMBER COMPANY, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No.2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as result of hauling on and over same, enter into the following agreement:

1
First Party agrees to use only that section of (described exact route, direction and miles in tenths), approximately 2 miles on Wild Onion Road.

2
First Party agrees to use it vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times

3
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from land located in Precinct No 2, 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 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.

[Signature]
WARD TIMBER COMPANY

First Party Signature

[Signature]
County Judge - Dean Fowler

Street or Box
P. O. Box 360

City, State and Zip Code
Linden, TX 75563

Telephone & Fax
903-756-7700 (fax 903-756-8313)

Timber Tract

Date Signed

[Signature]
Commissioner, Prec 1 - James Crittenden

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

[Signature]
Commissioner, Prec 3 - Lloyd A Crabtree

[Signature]
Commissioner, Prec. 4 - Gary Dreanan

JANUARY 14, 2005
Date Signed

AGNES
1/11/05

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 12:59
UPSHUR COUNTY, TX.
BY _____
DEPUTY

HP Fax Series 900
Plain Paper Fax/Copier

Fax History Report for
Upshur Co Commissioners
903-843-4301
Jan 11 2005 10:58am

Last Fax

<u>Date</u>	<u>Time</u>	<u>Type</u>	<u>Identification</u>	<u>Duration</u>	<u>Pages</u>	<u>Result</u>
Jan 11	10:56am	Received	9037568313	1:08	3	OK

Result:
OK - black and white fax

VOL. 66 PG. 212

VAN DUSEN TIMBER COMPANY

By Dana Blosser
First Party Signature

Dean Fowler
County Judge - Dean Fowler

Street or Box.
4025 Valley Ranch Road

James Crittenden
Commissioner, Prec. 1 - James Crittenden

City, State and Zip Code.
Longview, TX 75602

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

Telephone & Fax
903-238-7697 (fax 903-238-8808)

Lloyd A. Crabtree
Commissioner, Prec. 3 - Lloyd A. Crabtree

Timber Tract
Linda Powell

Gary Drennan
Commissioner, Prec. 4 - Gary Drennan

1-13-05
Date Signed

January 14, 2005
Date signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS.

FILED
ROBIN RODEBERG
COUNTY CLERK
05 JAN 14 PM 12:59
UPSHUR COUNTY, TX.
BY _____
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

VOL 68 PG 213

PRECINCT 1

DATE January 11, 2005

Formal notice is hereby given that Jack Pool, whose principal address is 4487 Bob O Link, does hereby purpose to place a culvert within the ROW of County Road Bob O Link. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 14th day of January, 2005. I, Jack Pool, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE Jack Pool
TELEPHONE 903-241-6976

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 January 14, 2005, 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

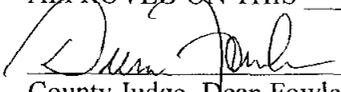
10 Where evidence is presented indicating the impracticability of boring or tunneling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches In the event a cut is permitted the following conditions will govern (a) Excavation areas are to be filled and packed with compatible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

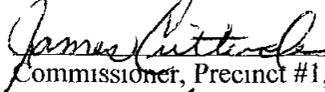
11 Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct

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.

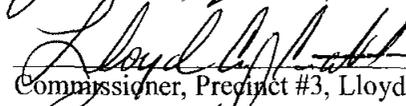
13 Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of inspection

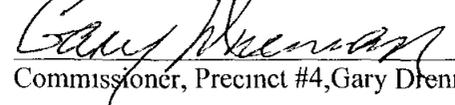
APPROVED ON THIS 14 DAY OF JANUARY, 2005


County Judge -Dean Fowler


Commissioner, Precinct #1, James Crittendon


Commissioner, Precinct #2, Joe Ferguson


Commissioner, Precinct #3, Lloyd Crabtree


Commissioner, Precinct #4, Gary Drennan

FILED
ROBIN RODEMBERG
COUNTY CLERK
05 JAN 14 PM 12:58
UPSHUR COUNTY, TX.
BY _____
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

VOL 68 PG 215

PRECINCT 3

DATE December 20, 2004

Formal notice is hereby given that James Roberts, whose principal address is 334 Crepe Myrtle, does hereby purpose to place a culvert within the ROW of County Road Crepe Myrtle. 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 20th day of December, 2004. I, James Roberts, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE James Roberts
TELEPHONE 903-734-5539

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 December 20, 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 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 14 DAY OF JANUARY, 2005

Dean Fowler
County Judge -Dean Fowler

James Crittenden
Commissioner, Precinct #1, ~~Joe Orms~~ James Crittenden

Joe Ferguson
Commissioner, Precinct #2, Joe Ferguson

Lloyd A Crabtree
Commissioner, Precinct #3, ~~Rick Jackson~~ Lloyd A CRABTREE

Gary Drennan
Commissioner, Precinct #4, Gary Drennan

FILED
ROBIN FODENBERG
COUNTY CLERK
05 JAN 14 PM 12:59
UPSHUR COUNTY, TX.
BY _____
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

VOL 68 PG 217

PRECINCT NO. 4

DATE: January 13, 2005

Formal notice is hereby given that JOHN BUTLER, whose principal address is 263 Kelsey Creek Lane, does hereby purpose to place a culvert within the ROW of County Road Kelsey Creek Lane. 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 14th day of January, 2005. I, John Butler, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: John A. Butler *John A. Butler*
TELEPHONE: 936-269-4871

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 January 13, 2005, except as noted below:

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

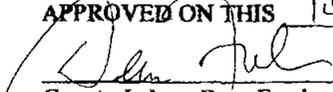
All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this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

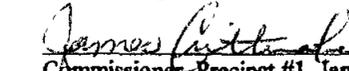
1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed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

VOL 68 PG 218

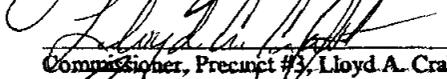
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right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

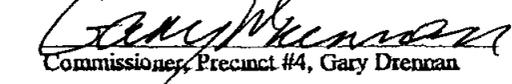
APPROVED ON THIS 14 DAY OF January, 2005.


County Judge - Dean Fowler


Commissioner, Precinct #1, James Crittenden


Commissioner, Precinct #2, Joe Ferguson


Commissioner, Precinct #3, Lloyd A. Crabtree


Commissioner, Precinct #4, Gary Drennan

BY _____
UPSHUR COUNTY, TX.
DEPUTY

05 JAN 14 PM 12:59
ROBIN RODENBERG
COUNTY CLERK
FILED

Property off of: Spider Lily Road
Mailing Address: 12697 Spider Lily
Diana, Texas 75640
Telephone No.: 903-777-4644

LETTER AGREEMENT

Date: January 3, 2005

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

RECITALS

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

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

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

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

PROPERTY OWNER/
LEGAL POSSESSOR
Joan Skinner
Joan Skinner 1/3/05

UPSHUR COUNTY
By [Signature]
Its County Judge

FILED
ROBIN RODEBERG
COUNTY CLERK
05 JAN 14 PM 12:59
UPSHUR COUNTY, TX.
DEPUTY

Property off of FM 1650
Mailing Address 5872 FM 1650
Gene J.
Telephone No. _____

LETTER AGREEMENT

Date. 12-30, 2004

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

Kimberly G. Cain

UPSHUR COUNTY

By Dillon J. Paul
Its County Judge

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 12:59
UPSHUR COUNTY, TX.
DEPUTY

Property off of Old Water Bluff Road
Mailing Address: P. O. Box 562
Big Sandy, Tx 75755
Telephone No. 903-636-4641

VOL 68 PG 221

LETTER AGREEMENT

Date December 27, 2004

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

RECITALS

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

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

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

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

PROPERTY OWNER/
LEGAL POSSESSOR

Margaret Johnson
Margaret Johnson

UPSHUR COUNTY

By Don Paul
Its County Judge

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 12:59
UPSHUR COUNTY, TX.
DEPUTY

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

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

DATE January 6, 2005

EXPIRES April 6, 2005

Formal notice is hereby given that Pritchett Water Supply proposes to place a water meter on land owned by
Upshur County, as follows

Sweetman #1 off Cottenwood Rd.

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:00
UPSHUR COUNTY, TX.
BY _____
DEPUTY

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

Construction of this line will begin on or after the 6 day of January, 2005

Firm VINTAGE PET INC
By WYNNE GATES
Title CONSULTANT
Address 110 W 7th St Ste 2300
TULSA, OK 74119

- 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 Pritchett Water Supply
P.O. Box 567, Gilmer, Tx 75644
903-734-5438/ 903-734-4497 fax

DATE 1/6/05

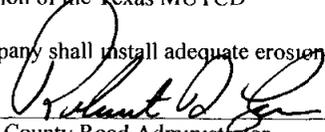
The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed water meter as shown by accompanying drawings and notice dated January 6, 2005, except as noted below

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

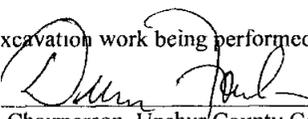
All work on the county right-of-way shall be performed in accordance with the County Engineer's instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners. Special specifications for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

APPROVED


 Chairperson, Upshur County Commissioners Court

APPROVAL

TO Enbridge Pipeline, East Texas L P
540 PR 2297
Longview, Texas 75604

DATE 1/3/05

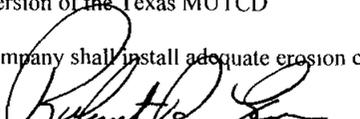
The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed gas line as shown by accompanying drawings and notice dated January 14, 2005, except as noted below

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

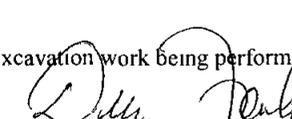
All work on the county right-of-way shall be performed in accordance with the County Engineer's instructions The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners Special specifications for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

APPROVED


Chairperson, Upshur County Commissioners Court

FILED
ROBIN RODEMBERG
COUNTY CLERK
05 JAN 14 PM 1:00
UPSHUR COUNTY, TX.
DEPUTY

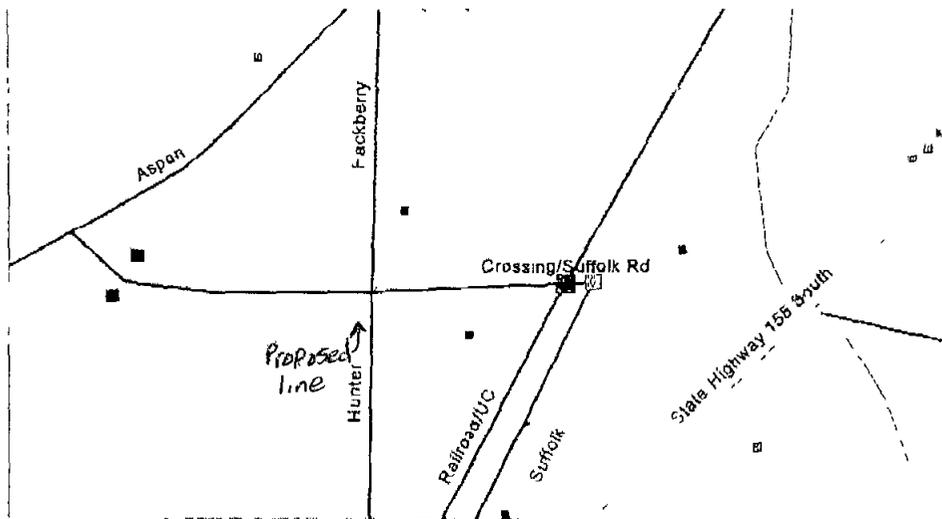
NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

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

DATE: 12/9/04

EXPIRES: 03/15/04

Formal notice is hereby given that Enbridge Pipeline proposes to bore a gas line within the right-of-way of County Road Suffolk and Hunter Roads as follows



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 Road Administrator in accordance with current Upshur County specifications.

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

Firm Enbridge Pipelines, East Texas L.P.
By Cory
Title Agent
Address 540 PR 2297
Longview, Texas 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.
 3. If work is not completed within this time, a new permit will be required.

VOL 68 PG 226

DEPUTATION

THE STATE OF TEXAS

County of UPSHUR

I, MICHEAL LOYD SMITH: TAX ASSESSOR

COLLECTOR

of the County of UPSHUR and State of Texas, having

full confidence in BRANDY DAVIS of said County and State, do hereby,

with the consent of the Honorable Commissioners' Court of UPSHUR County, nominate

and appoint HER, the said BRANDY DAVIS my true and

lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the

office of said TAX ASSESSOR-COLLECTOR of said County and State, hereby

ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004

Michael Loyd Smith

of UPSHUR County, Texas.

THE STATE OF TEXAS

County of UPSHUR

BEFORE ME, the undersigned

Signed

in and for UPSHUR County, Texas,

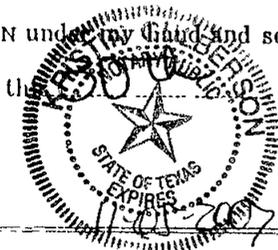
on this day personally appeared MICHEAL L. SMITH TAX ASSESSOR-COLLECTOR

known to me to be

the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed

the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at UPSHUR COUNTY COURTHOUSE, GILMER, TEXAS



the 30th day of December 2004

Kristin Culberson
Notary Public

OATH OF OFFICE

I, BRANDY DAVIS do solemnly

swear (or affirm) that I will faithfully execute the duties of the office of TAX ASSESSOR-COLLECTOR

(DEPUTY) of the State of Texas,

and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United

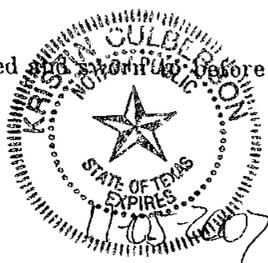
States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor

indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable

thing, or promised any public office or employment, as a reward to secure my appointment, or the confirma-

tion thereof. So help me God.

Subscribed and sworn to before me, this 30 day of December 2004



Brandy Davis
Kristin Culberson
Notary Public

ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of _____ County, Texas

Upon application duly presented, it is ordered by the Court that _____ of _____ County, Texas, be and he is hereby authorized to appoint and deputize _____ as Deputy _____ in said office. Said appointment to date from the _____ day of _____ 19____, and to continue in effect until revoked by said officer or be otherwise terminated, and the compensation to be paid said deputy is hereby fixed at the sum of _____ Dollars, per annum, payable solely from the fees of said office.

Entered _____ day of _____ 19____. Recorded in Minute Book _____ Page _____

E 554
No. _____
DEPUTATION
OF
Brandy Davis
Filed for record the _____ day
of _____ 19____, at _____
o'clock _____ M., and recorded _____
day of _____ 19____, in
Book _____ page _____ of the Records
of Deputation of C. P. Shyer
County. _____
Clerk County Court,
County, Texas
By _____ Deputy.

FOR SALE BY STAFFORD-LOWDER CO FORT WORTH

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN - 1 PM 2:06
UPSHUR COUNTY, TX.
BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:03
UPSHUR COUNTY, TX.
BY _____
DEPUTY

VOL 68 PG 228

DEPUTATION

THE STATE OF TEXAS

County of Upshur } I, Michael Loyd Smith: Tax Assessor

Collector of the County of Upshur and State of Texas, having

full confidence in Carla Gibson of said County and State, do hereby,

with the consent of the Honorable Commissioners' Court of Upshur County, nominate

and appoint her, the said Carla Gibson my true and

lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the

office of said Tax Assessor Collector of said County and State, hereby

ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004
Michael Loyd Smith
of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur } BEFORE ME, the undersigned

Signed in and for Upshur County, Texas,

on this day personally appeared Michael R. Smith

known to me to be

the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed

the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Upshur County Courthouse

this 30th day of December 2004



Kristin Culberson
Notary Public

OATH OF OFFICE

I, Carla Gibson do solemnly

swear (or affirm) that I will faithfully execute the duties of the office of Tax-Assessor Collector

(Deputy) of the State of Texas,

and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United

States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor

indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable

thing, or promised any public office or employment, as a reward to secure my appointment, or the confirma-

tion thereof. So help me God.

Subscribed and sworn to before me, this 30 day of December 2004



Carla Gibson
Kristin Culberson
Notary Public

ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of _____ County, Texas

Upon application duly presented, it is ordered by the Court that _____ of _____ County, Texas, be and he is hereby authorized to appoint and deputize _____ as Deputy _____ in said office. Said appointment to date from the _____ day of _____ 19____, and to continue in effect until revoked by said officer or be otherwise terminated, and the compensation to be paid said deputy is hereby fixed at the sum of _____ Dollars, per annum, payable solely from the fees of said office.

Entered _____ day of _____ 19____. Recorded in Minute Book _____ Page _____

E 114

No. _____

DEPUTATION

OF

Filed for record the _____ day of _____ 19____, at _____ o'clock _____ M., and recorded _____ day of _____ 19____, in Book _____ page _____ of the Records of Deputation of _____ County.

Clerk County Court,
_____ County, Texas

By _____ Deputy.

FOR SALE BY STAFFORD LUDCK CO FORT WORTH

FILED
ROBIN ROSENBERG
COUNTY CLERK

05 JAN -1 PM 2:06
JEFFERSON COUNTY, TX

BY _____ DEPUTY

FILED
ROBIN ROSENBERG
COUNTY CLERK

05 JAN 14 PM 1:03
JEFFERSON COUNTY, TX.

BY _____ DEPUTY

VOL 68 PG 230

DEPUTATION

THE STATE OF TEXAS

County of Upshur } I, Michael Loyd Smith: Tax Assessor

Collector of the County of Upshur and State of Texas, having full confidence in Joanna Harris of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint her, the said Joanna Harris my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Tax Assessor Collector of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

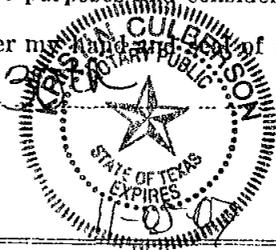
WITNESS my hand, this 30th day of December 2006
Michael L. Smith
of Upshur County, Texas

THE STATE OF TEXAS

County of Upshur } BEFORE ME, the undersigned
Signed in and for Upshur County, Texas,
on this day personally appeared Michael L. Smith

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

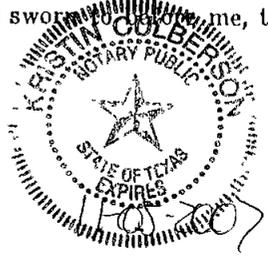
GIVEN under my hand and seal of office at Upshur County Courthouse
this 30th day of December 2006
Kristin Culbertson
Notary Public



OATH OF OFFICE

I, Joanna Harris do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Tax-Assessor Collector (Deputy) of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Subscribed and sworn to before me, this 30 day of December 2006
Joanna Harris
Kristin Culbertson
Notary Public



ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of _____ County, Texas

Upon application duly presented, it is ordered by the Court that _____ of _____ County, Texas, be and he is hereby authorized to appoint and deputize _____ as Deputy _____ in said office. Said appointment to date from the _____ day of _____ 19____, and to continue in effect until revoked by said officer or be otherwise terminated, and the compensation to be paid said deputy is hereby fixed at the sum of _____ Dollars, per annum, payable solely from the fees of said office. Entered _____ day of _____ 19____. Recorded in Minute Book _____ Page _____

Form with fields for: No. DEPUTATION OF, Filed for record the _____ day of _____ 19____, at _____ o'clock _____ M., and recorded _____ day of _____ 19____, in Book _____ page _____ of the Records of Deputation of _____ County _____ Clerk County Court, _____ County, Texas. By _____ Deputy.

FILED ROBIN RODENBERG CLERK

05 JAN - 1 PM 2:06

UPSHUR COUNTY, TX.

BY _____ DEPUTY

BY _____ DEPUTY

05 JAN 14 PM 1:03 UPSHUR COUNTY, TX.

FILED ROBIN RODENBERG CLERK

VOL 68 PG 232

DEPUTATION

THE STATE OF TEXAS

County of Upshur } I, Micheal Loyd Smith: Tax Assessor

Collector of the County of Upshur and State of Texas, having full confidence in Barbara Hill of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint her, the said Barbara Hill my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Tax Assessor Collector of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004
Micheal Loyd Smith
of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur } BEFORE ME, the undersigned
Signed in and for Upshur County, Texas,
on this day personally appeared... Micheal L. Smith

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Upshur County Courthouse

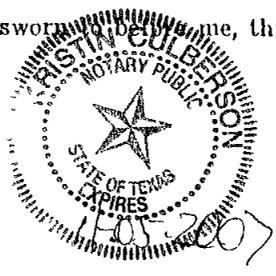
this 30th day of December 2004
Christy Culbertson
Notary Public



OATH OF OFFICE

I, Barbara Hill do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Tax-Assessor Collector (Deputy) of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Subscribed and sworn to before me, this 30 day of December 2004
Barbara Hill
Christy Culbertson
Notary Public



ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of _____ County, Texas

Upon application duly presented, it is ordered by the Court that
of _____ County, Texas, be and he is hereby authorized to appoint and deputize
as Deputy _____ in
said office. Said appointment to date from the _____ day of _____ 19____, and to continue
in effect until revoked by said officer or be otherwise terminated, and the compensation to be paid said deputy is hereby
fixed at the sum of _____ Dollars, per annum, payable solely
from the fees of said office.

Entered _____ day of _____ 19____. Recorded in Minute Book _____ Page _____

E 884
No. _____
DEPUTATION
OF

Filed for record the _____ day
of _____ 19____, at _____
o'clock _____ M., and recorded _____
day of _____ 19____, in
Book _____ page _____ of the Records
of Deputation of _____
County.

Clerk County Court,

County, Texas
By _____ Deputy.

FOR SALE BY STAFFORD LONDON CO. PRINT WORK

FILED
ROBIN RODENBERG
CLERK
05 JAN - 1 PM 2:06
UPSHUR COUNTY, TX
BY _____ DEPUTY

FILED
ROBIN RODENBERG
CLERK
05 JAN 14 PM 1:03
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 68 PG 234

DEPUTATION

THE STATE OF TEXAS

County of Upshur

I, Michael Loyd Smith: Tax Assessor

Collector of the County of Upshur and State of Texas, having

full confidence in Luana Howell of said County and State, do hereby,

with the consent of the Honorable Commissioners' Court of Upshur County, nominate

and appoint her, the said Luana Howell my true and

lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the

office of said Tax Assessor Collector of said County and State, hereby

ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004

Michael L. Smith

of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur

BEFORE ME, the under-

Upshur

in and for County, Texas,

on this day personally appeared Michael L. Smith

known to me to be

the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Upshur County Courthouse

this 30th day of December, 2004



Kristin Culberson
Notary Public

OATH OF OFFICE

I, Luana Howell do solemnly

swear (or affirm) that I will faithfully execute the duties of the office of Tax-Assessor Collector

(Deputy) of the State of Texas,

and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Subscribed and sworn to before me, this 30 day of December, 2004



Luana Howell
Kristin Culberson
Notary Public

ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of _____ County, Texas

Upon application duly presented, it is ordered by the Court that _____ of _____ County, Texas, be and he is hereby authorized to appoint and deputize _____ as Deputy _____ in said office. Said appointment to date from the _____ day of _____ 19 _____, and to continue in effect until revoked by said officer or be otherwise terminated, and the compensation to be paid said deputy is hereby fixed at the sum of _____ Dollars, per annum, payable solely from the fees of said office

Entered _____ day of _____ 19 _____ Recorded in Minute Book _____ Page _____

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN - 1 PM 2:06
UPSHUR COUNTY, TX
BY _____ DEPUTY

EBH
No. _____
DEPUTATION
OF

Filed for record the _____ day
of _____ 19 _____, at _____
o'clock _____ M, and recorded _____
day of _____ 19 _____, in
Book _____ page _____ of the Records
of Deputation of _____
County _____
Clerk County Court,
_____ County, Texas
By _____ Deputy

FOR SALE BY STAFFORD-LONGOCK CO. FORT WORTH

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:03
UPSHUR COUNTY, TX
BY _____ DEPUTY

VOL 18 PG 236

DEPUTATION

THE STATE OF TEXAS

County of Upshur

I, Michael Loyd Smith: Tax Assessor

Collector of the County of Upshur and State of Texas, having

full confidence in Sherron Laminack of said County and State, do hereby,

with the consent of the Honorable Commissioners' Court of Upshur County, nominate

and appoint her, the said Sherron Laminack my true and

lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the

office of said Tax Assessor Collector of said County and State, hereby

ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof

WITNESS my hand, this 30th day of December 2004

Michael Loyd Smith

of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur

BEFORE ME, the Under-
shur

Signed in and for _____ County, Texas,

on this day personally appeared Michael L. Smith

_____ known to me to be

the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed

the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Upshur County Courthouse

this _____ day of December 10, 2004



Kristin Culberson
Notary Public

OATH OF OFFICE

I, Sherron Laminack do solemnly

swear (or affirm) that I will faithfully execute the duties of the office of Tax-Assessor Collector

(Deputy) _____ of the State of Texas,

and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Sherron Laminack

Subscribed and sworn to before me, this 30 day of December 2004



Kristin Culberson
Notary Public

ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of _____ County, Texas

Upon application duly presented, it is ordered by the Court that _____ of _____ County, Texas, be and he is hereby authorized to appoint and deputize _____ as Deputy _____ in said office. Said appointment to date from the _____ day of _____ 19____, and to continue in effect until revoked by said officer or be otherwise terminated, and the compensation to be paid said deputy is hereby fixed at the sum of _____ Dollars, per annum, payable solely from the fees of said office.

Entered _____ day of _____ 19____. Recorded in Minute Book _____ Page _____

_____ No. _____
DEPUTATION
OF _____

Filed for record the _____ day of _____ 19____, at _____ o'clock _____ M, and recorded _____ day of _____ 19____, in Book _____ page _____ of the Records of Deputation of _____ County. _____ Clerk County Court, _____ County, Texas. By _____ Deputy.

FOR SALE BY STAFFORD LOWDER CO. FORT WORTH

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:03
UPSHUR COUNTY, TX.
BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN - 1 PM 2:06
UPS. CO. COUNTY, TX
BY _____
DEPUTY

VOL 68 PG 238

DEPUTATION

THE STATE OF TEXAS

County of Upshur } I, Michael Loyd Smith: Tax Assessor

Collector of the County of Upshur and State of Texas, having full confidence in Fonda Leonard of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint her, the said Fonda Leonard my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Tax Assessor Collector of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof

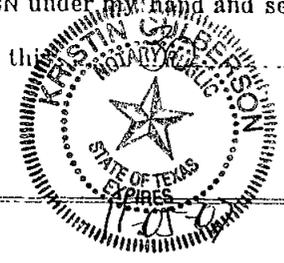
WITNESS my hand, this 30th day of December 2004
Michael Loyd Smith
of Upshur County, Texas

THE STATE OF TEXAS

County of Upshur } BEFORE ME, the under-
Signed in and for Upshur County, Texas,
on this day personally appeared Michael L Smith

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Upshur County Courthouse

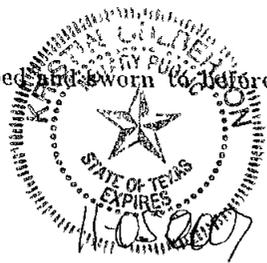


this 30th day of December 2004
Kristina Culbertson
Notary Public

OATH OF OFFICE

I, Fonda Leonard do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Tax-Assessor Collector (Deputy) of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Subscribed and sworn to before me, this 30 day of December 2004
Fonda Leonard
Kristina Culbertson
Notary Public



ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of _____ County, Texas

Upon application duly presented, it is ordered by the Court that _____ of _____ County, Texas, be and he is hereby authorized to appoint and deputize _____ as Deputy _____ in _____ said office. Said appointment to date from the _____ day of _____ 19 _____, and to continue in effect until revoked by said officer or be otherwise terminated, and the compensation to be paid said deputy is hereby fixed at the sum of _____ Dollars, per annum, payable solely from the fees of said office.

Entered _____ day of _____ 19 _____ Recorded in Minute Book _____ Page _____

FILED
No. _____
DEPUTATION
OF

Filed for record the _____ day
of _____ 19 _____, at _____
o'clock _____ M., and recorded _____
day of _____ 19 _____, in
Book _____ page _____ of the Records
of Deputation of _____
County _____
Clerk County Court,
_____ County, Texas
By _____ Deputy

FOR SALE BY STAFFORD-LOWDEN CO FORT WORTH

FILED
ROBIN RODENBERG
CLERK
05 JAN - 1 PM 2:06
UPSHAW COUNTY, TX
BY _____ DEPUTY

FILED
ROBIN RODENBERG
CLERK
05 JAN 14 PM 1:03
UPSHAW COUNTY, TX.
BY _____ DEPUTY

VOL 68 PG 240

DEPUTATION

THE STATE OF TEXAS

County of Upshur

I, Michael Loyd Smith: Tax Assessor

Collector of the County of Upshur and State of Texas, having

full confidence in Elaine Mc. Kinley of said County and State, do hereby,

with the consent of the Honorable Commissioners' Court of Upshur County, nominate

and appoint her, the said Elaine Mc. Kinley my true and

lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the

office of said Tax Assessor Collector of said County and State, hereby

ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004
Michael L. Smith

of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur

BEFORE ME,

the undersigned

Upshur

County, Texas,

signed on this day personally appeared

Michael L. Smith

known to me to be

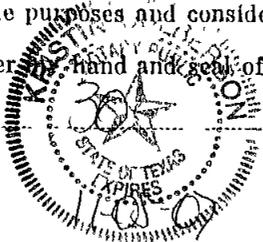
the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed

the same for the purposes and consideration therein expressed

GIVEN under my hand and seal of office at Upshur County Courthouse

this 30th day of December 2004

Justin Culherson
Notary Public



OATH OF OFFICE

I, Elaine McKinley do solemnly

swear (or affirm) that I will faithfully execute the duties of the office of Tax-Assessor Collector

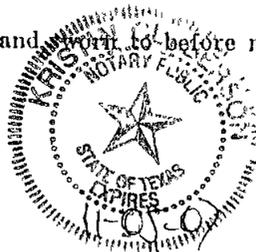
(Deputy)

of the State of Texas,

and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Subscribed and sworn to before me, this 30 day of December 2004

Elaine McKinley
Justin Culherson
Notary Public



ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of _____ County, Texas

Upon application duly presented, it is ordered by the Court that

of _____ County, Texas, be and he is hereby authorized to appoint and deputize _____ as Deputy _____ in said office. Said appointment to date from the _____ day of _____, 19____, and to continue in effect until revoked by said officer or be otherwise terminated, and the compensation to be paid said deputy is hereby fixed at the sum of _____ Dollars, per annum, payable solely from the fees of said office.

Entered _____ day of _____, 19____. Recorded in Minute Book _____ Page _____

FILED
No. _____
DEPUTATION
OF _____
Filed for record the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded _____ day of _____, 19____, in Book _____ page _____ of the Records of Deputation of _____ County _____ Clerk County Court, _____ County, Texas
By _____ Deputy.

FOR SALE BY STAFFORD-LOWDEN CO. FORT WORTH

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN - 1 PM 2:06
WISDOM COUNTY, TX.
BY _____ DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:03
WISDOM COUNTY, TX.
BY _____ DEPUTY

VOL 18 PG 242 DEPUTATION

THE STATE OF TEXAS

County of Upshur } I, Michael Loyd Smith: Tax Assessor
Collector of the County of Upshur and State of Texas, having
full confidence in Lisa Neeley of said County and State, do hereby,
with the consent of the Honorable Commissioners' Court of Upshur County, nominate
and appoint her, the said Lisa Neeley my true and
lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the
office of said Tax Assessor Collector of said County and State, hereby
ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

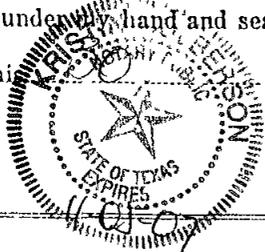
WITNESS my hand, this 30th day of December 2004
Michael Loyd Smith
of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur } BEFORE ME, the undersigned
signed in and for Upshur County, Texas,
on this day personally appeared Michael R. Smith
known to me to be
the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed

GIVEN under my hand and seal of office at Upshur County Courthouse

this 30th day of December 2004



Kristin Culberson
Notary Public

OATH OF OFFICE

I, Lisa Neeley do solemnly
swear (or affirm) that I will faithfully execute the duties of the office of Tax-Assessor Collector
(Deputy) of the State of Texas,
and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United
States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor
indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable
thing, or promised any public office or employment, as a reward to secure my appointment, or the confirma-
tion thereof. So help me God.

Subscribed and sworn to before me this 30 day of December 2004



Lisa Neeley
Kristin Culberson
Notary Public

ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of _____ County, Texas

Upon application duly presented, it is ordered by the Court that _____ of _____ County, Texas, be and he is hereby authorized to appoint and deputize _____ as Deputy _____ in said office. Said appointment to date from the _____ day of _____ 19____, and to continue in effect until revoked by said officer or be otherwise terminated, and the compensation to be paid said deputy is hereby fixed at the sum of _____ Dollars, per annum, payable solely from the fees of said office.

Entered _____ day of _____ 19____. Recorded in Minute Book .. Page.

FILED
No. _____
DEPUTATION
OF _____

Filed for record the _____ day
of _____ 19____, at _____
o'clock _____ M., and recorded _____
day of _____ 19____, in
Book _____ page _____ of the Records
of Deputation of _____
County. _____
Clerk County Court,
_____ County, Texas
By _____ Deputy.

FOR SALE BY STAFFORD-LOWDER CO. FORT WORTH

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN -1 PM 2:06

UPSHUR COUNTY, TX

BY _____ DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:03
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 68 PG 244

DEPUTATION

THE STATE OF TEXAS

County of Upshur }
 Collector of the County of Upshur and State of Texas, having
 full confidence in Donna Whitaker of said County and State, do hereby,
 with the consent of the Honorable Commissioners' Court of Upshur County, nominate
 and appoint her, the said Donna Whitaker my true and
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the
 office of said Tax Assessor-Collector of said County and State, hereby
 ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004
Michael Loyd Smith
 of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur } BEFORE ME, the undersigned
Signed in and for Upshur County, Texas,
Micheal L. Smith, Tax Assessor-Collector
 on this day personally appeared

..... known to me to be
 the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed
 the same for the purposes and consideration therein expressed

GIVEN under my seal of office at Upshur County Courthouse, Gilmer, Texas
 this 30th day of December 2004

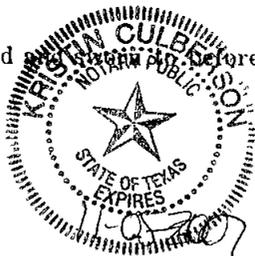


Kristin Culberson
 Notary Public

OATH OF OFFICE

I, Donna Whitaker do solemnly
 swear (or affirm) that I will faithfully execute the duties of the office of Tax Assessor-Collector
 (Deputy) of the State of Texas,
 and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United
 States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor
 indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable
 thing, or promised any public office or employment, as a reward to secure my appointment, or the confirma-
 tion thereof So help me God.

Subscribed Donna Whitaker before me, this 30th day of December 2004
Kristin Culberson
 Notary Public



ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of _____ County, Texas

Upon application duly presented, it is ordered by the Court that _____ of _____ County, Texas, be and he is hereby authorized to appoint and deputize _____ as Deputy _____ in said office. Said appointment to date from the _____ day of _____ 19____, and to continue in effect until revoked by said officer or be otherwise terminated, and the compensation to be paid said deputy is hereby fixed at the sum of _____ Dollars, per annum, payable solely from the fees of said office.

Entered _____ day of _____ 19____. Recorded in Minute Book _____ Page _____

FILED
No. _____
DEPUTATION
OF
Donna Whitaker
Filed for record the _____ day
of _____ 19____, at _____
o'clock _____ M., and recorded _____
day of _____ 19____, in
Book _____ page _____ of the Records
of Deputation of UPSHAW
County, _____
Clerk County Court,
County, Texas
By _____ Deputy

FOR SALE BY STAFFORD LOWDICK CO. FORT WORTH

FILED
ROBIN RODENBERG
CLERK
05 JAN -1 PM 2:06
UPSHAW COUNTY, TX
BY _____ DEPUTY

FILED
ROBIN RODENBERG
CLERK
05 JAN 14 PM 1:03
UPSHAW COUNTY, TX.
BY _____ DEPUTY

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:11

UPSHUR COUNTY, TX

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Matt Alford of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Matt Alford my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

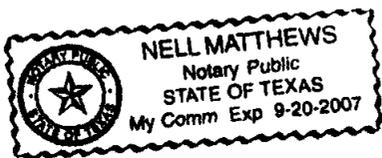
COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of December 2004.

Nell Matthews



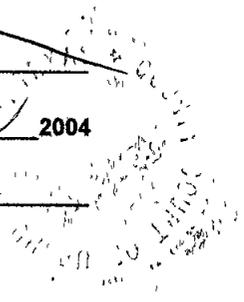
OATH OF OFFICE

I, Matt Alford do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Matt Alford

Subscribed and sworn to before me, this 30th day of December 2004

[Signature]



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:04

UPSHUR COUNTY, TX.

BY _____
DEPUTY

BY _____
DEPUTY

UPSHUR COUNTY, TX

05 JAN - 1 PM 2:11

FILED
ROBIN RODENBERG
COUNTY CLERK

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN -1 PM 2:07

UPSHUR COUNTY, TX.

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in James Beasley of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said James Beasley my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30 day of December 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

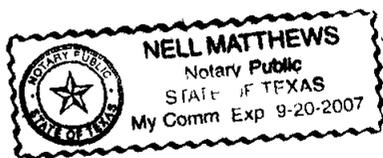
COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary _____

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx

this 30 day of December 2004.

Nell Matthews



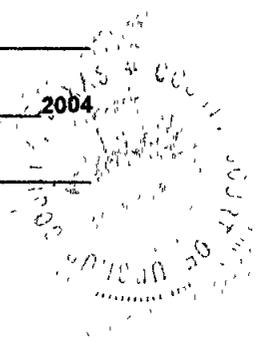
OATH OF OFFICE

I, James Beasley do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

James Beasley

Subscribed and sworn to before me, this 30 day of DECEMBER 2004

Dillon Foub



FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:04
UPSHUR COUNTY, TX.
BY _____ DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN -1 PM 2:07
UPSHUR COUNTY, TX
BY _____ DEPUTY

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:11

UPSHUR COUNTY, TX.

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Albert Cabrera of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Albert Cabrera my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

[Signature]

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

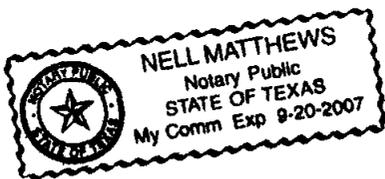
COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30th day of December 2004.

Nell Matthews



OATH OF OFFICE

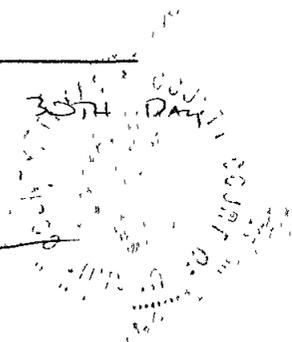
I, Albert Cabrera do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

~~Subscribed and sworn to before me, this~~ _____ day of _____ ~~2004~~

Albert Cabrera

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 30TH DAY OF DECEMBER 2004

Adam Ford



FILED
ROBIN RODEMBERG
COUNTY CLERK

05 JAN 14 PM 1:04

UPSHUR COUNTY, TX.

BY _____
DEPUTY

FILED
ROBIN RODEMBERG
COUNTY CLERK
05 JAN -1 PM 2:11
UPSHUR COUNTY, TX.
BY _____
DEPUTY

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:09

UPSHUR COUNTY, TX

BY _____
DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Justin Davidson of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Justin Davidson my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of DECEMBER 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

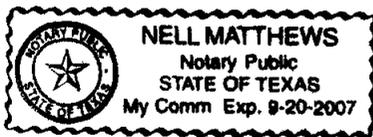
COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of December 2004.

Nell Matthews



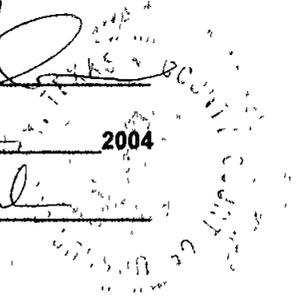
OATH OF OFFICE

I, Justin Davidson do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Justin Davidson

Subscribed and sworn to before me, this 30 day of DECEMBER, 2004

Alan Paul



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:04
UPSHUR COUNTY, TX.

BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN -1 PM 2:09
UPSHUR COUNTY, TX.
BY _____
DEPUTY

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:15

UPSHUR COUNTY, TX.

BY _____
DEPUTY

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Joe Daniels of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Joe Daniels, my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

[Signature]

Sheriff of Upshur County, Texas.

=====

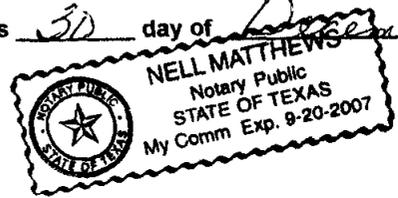
THE STATE OF TEXAS ()

COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary _____

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of December 2004.



Nell Matthews

OATH OF OFFICE

I, Joe Daniels do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

~~Subscribed and sworn to before me, this~~ _____ day of _____ 2004

Joe Daniels

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 30th DAY OF DECEMBER 2004

Dillon Paul

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:04
UPSHUR COUNTY, TX
BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN - 1 PM 2:15
UPSHUR COUNTY, TX
BY _____
DEPUTY

DEPUTATION

FILED
ROBIN RODENBERG
CLERK

05 JAN - 1 PM 2:12

UPSHUR COUNTY, TX

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Wayde Davis of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Wayde Davis my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

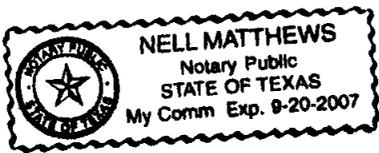
COUNTY OF UPSHUR () BEFORE ME, Neil Matthews - Notary _____

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of December 2004.

Neil Matthews



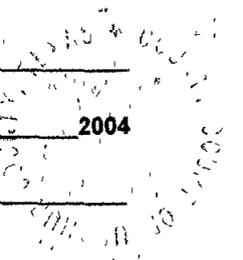
OATH OF OFFICE

I, Wayde Davis do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Wayde Davis

Subscribed and sworn to before me, this 30 day of DECEMBER 2004

Allen Palmer



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:04

UPSHUR COUNTY, TX.

BY _____
DEPUTY

05 JAN - 1 PM 2:12
UPSHUR COUNTY, TX
BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:15

UPSHUR COUNTY, TX.

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in David Dickerson of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said David Dickerson my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

=====

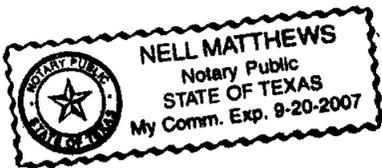
THE STATE OF TEXAS ()

COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary _____

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of December 2004.



Nell Matthews

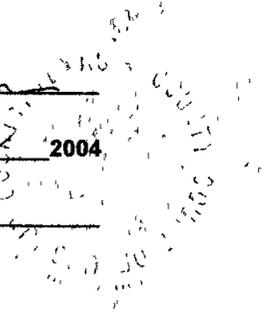
OATH OF OFFICE

I, David Dickerson do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

David Dickerson

Subscribed and sworn to before me, this 31st day of December 2004

Debra Paul



FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:04
UPSHUR COUNTY, TX.
BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN - 1 PM 2:15
UPSHUR COUNTY, TX
BY _____
DEPUTY

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN - 1 PM 2:11
UPSHUR COUNTY, TX.
BY _____ DEPUTY

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Gary Don Gage of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Gary Don Gage my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

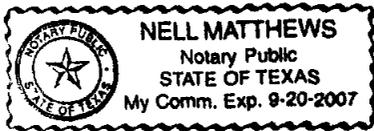
in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of Dec 2004.

Nell Matthews

Nell Matthews



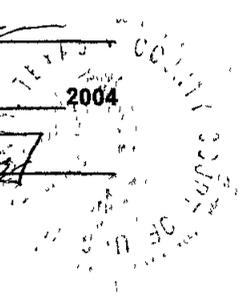
OATH OF OFFICE

I, Gary Don Gage do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Gary Don Gage

Subscribed and sworn to before me, this 30 day of Dec 2004

Adam Paul Gary Don Gage



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:04
UPSHUR COUNTY, TX.

BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN -1 PM 2:11
UPSHUR COUNTY, TX.
BY _____
DEPUTY

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:14

UPSHUR COUNTY, TX

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Phillip Hill of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Phillip Hill my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30 day of December 2004.

Phillip Hill

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

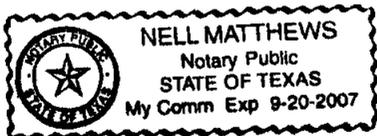
COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary _____

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx

this 30 day of December 2004.

Nell Matthews



OATH OF OFFICE

I, Phillip Hill do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Phillip M. Hill

Subscribed and sworn to before me, this 30th day of December, 2004

[Signature]



FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:04
UPSHUR COUNTY, TX.
BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN -1 PM 2:14
UPSHUR COUNTY, TX
BY _____
DEPUTY

DEPUTATION

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Josh Martin of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Josh Martin my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

[Signature]

Sheriff of Upshur County, Texas.

=====

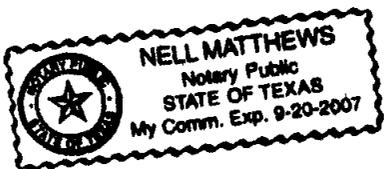
THE STATE OF TEXAS ()

COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary _____

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30th day of December 2004.



Nell Matthews

DEPUTY

BY _____
UPS HUR COUNTY, TX
DEPUTY

05 JAN - 11 PM 2:06
ROBIN PODENBERG
CLERK

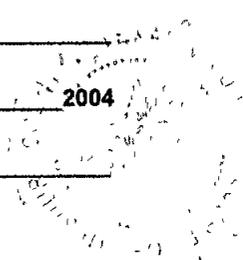
OATH OF OFFICE

I, Josh Martin do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Josh Martin

Subscribed and sworn to before me, this 30 day of DECEMBER 2004

Allen Fulk



FILED
ROBIN RODEMBERG
COUNTY CLERK
05 JAN 14 PM 1:05
UPSHUR COUNTY, TX.
BY _____
DEPUTY

FILED
ROBIN RODEMBERG
COUNTY CLERK
05 JAN - 1 PM 2:06
UPSHUR COUNTY, TX
BY _____
DEPUTY

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:12

UPSHUR COUNTY, TX.

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Marty Massoletti of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Marty Massoletti my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

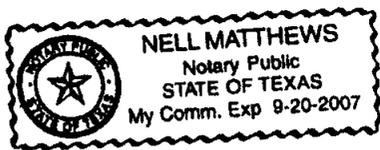
COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of December 2004.

Nell Matthews



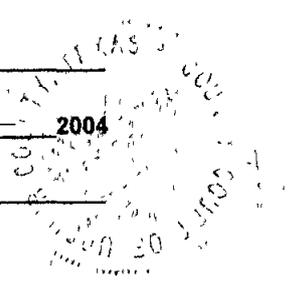
OATH OF OFFICE

I, Marty Massoletti do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

M. Massoletti

Subscribed and sworn to before me, this 30 day of DECEMBER 2004

D. Paul



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:05

UPSHUR COUNTY, TX.

BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN -1 PM 2:12
UPSHUR COUNTY, TX.
BY _____
DEPUTY

FILED
ROBIM ROSENBERG
COUNTY CLERK

05 JAN - 1 PM 2:12

UPSHUR COUNTY, TX.

BY _____
DEPUTY

DEPUTATION

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Jerry Moore of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Jerry Moore my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

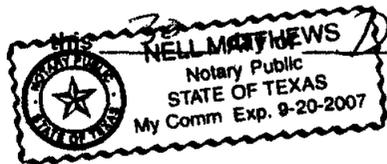
=====

THE STATE OF TEXAS ()

COUNTY OF UPSHUR () BEFORE ME, _____ Nell Matthews - Notary _____

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____



December 2004.

Nell Matthews

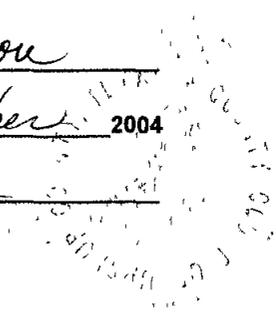
OATH OF OFFICE

I, Jerry Moore do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Jerry A Moore

Subscribed and sworn to before me, this 30 day of December, 2004

D. M. Paul



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:05

UPSHUR COUNTY, TX.

BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN -1 PM 2:12
UPSHUR COUNTY, TX
BY _____
DEPUTY

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:09

UPSHUR COUNTY, TX

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Nadra Murphy of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint her, the said Nadra Murphy my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30 day of December 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

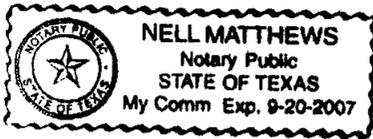
COUNTY OF UPSHUR () BEFORE ME, Neil Matthews - Notary _____

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of December 2004.

Neil Matthews



74 A

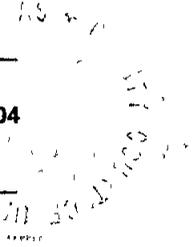
OATH OF OFFICE

I, Nadra Murphy do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Nadra Murphy

Subscribed and sworn to before me, this 30 day of December 2004

[Signature]



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:05

UPSHUR COUNTY, TX.

BY _____
DEPUTY

05 JAN - 1 PM 2:09
UPSHUR COUNTY, TX.
BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK

DEPUTATION

05 JAN - 1 PM 2:11

UPSHUR COUNTY, TX

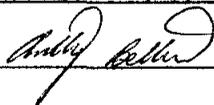
BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Debra Monts of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint her, the said Debra Monts my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30 day of December 2004.



Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

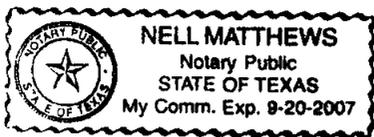
COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of December 2004.





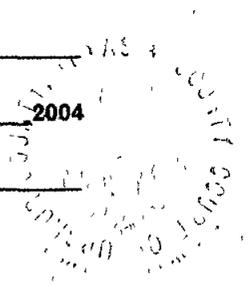
OATH OF OFFICE

I, Debra Monts do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Debra Monts

Subscribed and sworn to before me, this 30 day of DECEMBER 2004

[Signature]



FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:05
UPSHUR COUNTY, TX.
BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN -1 PM 2:11
UPSHUR COUNTY, TX
BY _____
DEPUTY

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN - 1 PM 2:12
UPSHUR COUNTY, TX
BY _____
DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Chris McCauley of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Chris McCauley my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

[Signature]

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

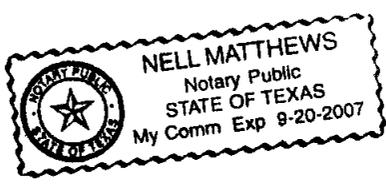
COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of December 2004.

[Signature]



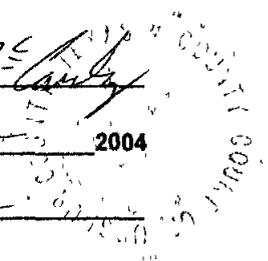
OATH OF OFFICE

I, Chris McCauley do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Chris H. McCauley

Subscribed and sworn to before me, this 30 day of DECEMBER, 2004

[Signature]



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:05

UPSHUR COUNTY, TX.

BY _____
DEPUTY

BY _____
DEPUTY

UPSHUR COUNTY, TX

05 JAN - 1 PM 2:12

FILED
ROBIN RODENBERG
COUNTY CLERK

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:11

UPSHUR COUNTY, TX

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Jill McCauley of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint her, the said Jill McCauley my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

[Signature]

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

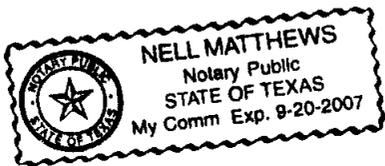
COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30th day of December 2004.

Nell Matthews



OATH OF OFFICE

I, Jill McCauley do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Jill McCauley
30th day of December 2004
Dale Parker

Subscribed and sworn to before me, this _____ day of _____ 2004

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:05

UPSHUR COUNTY, TX.

BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN - 1 PM 2:11
UPSHUR COUNTY, TX
BY _____
DEPUTY

VOI 68 PG 278

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2: 07

UPSHUR COUNTY, TX

BY _____
DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Sherry Niell of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint her, the said Sherry Niell my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

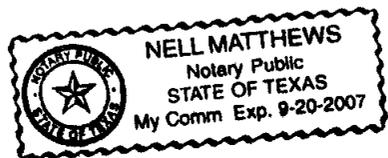
COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of December 2004.

Nell Matthews



OATH OF OFFICE

I, Sherry Niell do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

~~Subscribed and sworn to before me, this~~ _____ day of _____, 2004

Sherry Niell

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 30TH DAY OF DECEMBER 2004

Alan [Signature]

FILED
ROBIN RODEMBERG
COUNTY CLERK

05 JAN 14 PM 1:05

UPSHUR COUNTY, TX.

BY _____
DEPUTY

BY _____
DEPUTY

UPSHUR COUNTY, TX

05 JAN - 1 PM 2:07

FILED
ROBIN RODEMBERG
COUNTY CLERK

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:12

UPSHUR COUNTY, TX

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Lyle Potter of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Lyle Potter my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30 day of December 2004.



Sheriff of Upshur County, Texas.

=====

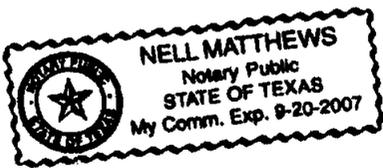
THE STATE OF TEXAS ()

COUNTY OF UPSHUR () BEFORE ME, Neil Matthews - Notary _____

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30th day of December 2004.



Neil Matthews

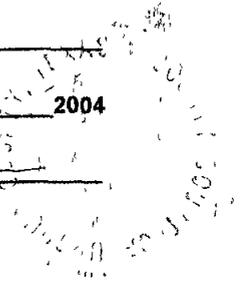
OATH OF OFFICE

I, Lyle Potter do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

[Handwritten signature]

Subscribed and sworn to before me, this 30 day of December 2004

[Handwritten signature]



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:05

UPSHUR COUNTY, TX.

BY _____
DEPUTY

BY _____
DEPUTY

UPSHUR COUNTY, TX.

05 JAN - 1 PM 2:12

FILED
ROBIN RODENBERG
COUNTY CLERK



DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:07

UPSHUR COUNTY, TX

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Gary Roberts of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Gary Roberts my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30 day of December 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

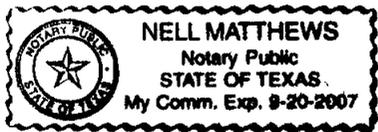
COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx

this 30 day of December 2004.

Nell Matthews



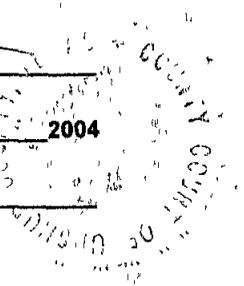
OATH OF OFFICE

I, Gary Roberts do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Gary Roberts

Subscribed and sworn to before me, this 30 day of DECEMBER, 2004

[Signature]



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:05

UPSHUR COUNTY, TX.

BY _____
DEPUTY

BY _____
DEPUTY

05 JAN -1 PM 2:07

FILED
ROBIN RODENBERG
COUNTY CLERK

DEPUTATION

FILED
ROBIN RODENBERG
CLERK

05 JAN - 1 PM 2: 11

UPSHUR COUNTY, TX.

BY _____
DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Bobby Sanders of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Bobby Sanders my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30 day of December 2004.

Bobby Betterton

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

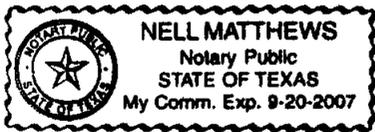
COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of December 2004.

Nell Matthews



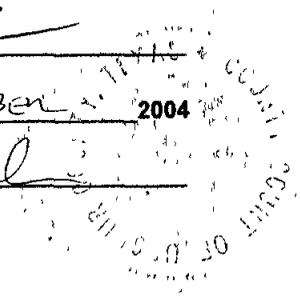
OATH OF OFFICE

I, Bobby Sanders do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

x Bobby Sanders

Subscribed and sworn to before me, this 30 day of DECEMBER, 2004

William Paul



FILED
ROBIN RODEMBERG
COUNTY CLERK

05 JAN 14 PM 1:06

UPSHUR COUNTY, TX.

BY _____
DEPUTY

BY _____
DEPUTY

UPSHUR COUNTY, TX.

05 JAN -1 PM 2:11

FILED
ROBIN RODEMBERG
COUNTY CLERK

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN -1 PM 2:07
UPSHUR COUNTY, TX.
BY _____
DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Larry Sewell of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Larry Sewell my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30 day of December 2004.

[Signature]

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

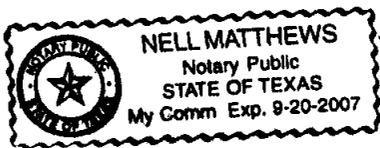
COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of December 2004.

[Signature]



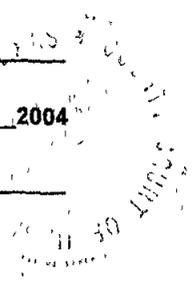
OATH OF OFFICE

I, Larry Sewell do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Larry Sewell

Subscribed and sworn to before me, this 30 day of December, 2004

[Signature]



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:06

UPSHUR COUNTY, TX.

BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN - 1 PM 2:07
UPSHUR COUNTY, TX.
BY _____
DEPUTY

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:12

UPSHUR COUNTY, TX

BY _____
DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Tim Stanley of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Tim Stanley my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

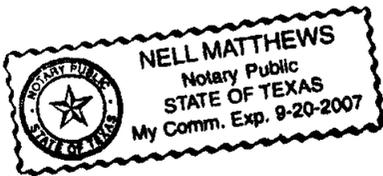
COUNTY OF UPSHUR () BEFORE ME, Neil Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30th day of December 2004.

Neil Matthews



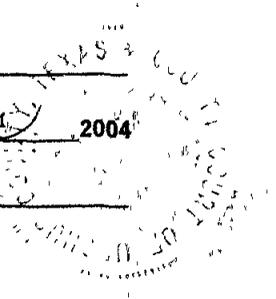
OATH OF OFFICE

I, Tim Stanley do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Tim Stanley

Subscribed and sworn to before me, this 30th day of December, 2004

Don Paul



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:06

UPSHUR COUNTY, TX.

BY _____
DEPUTY

BY _____
DEPUTY

UPSHUR COUNTY, TX.

05 JAN -1 PM 2:12

FILED
ROBIN RODENBERG
COUNTY CLERK

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2: 14

UPSHUR COUNTY, TX.

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Paul Steelman of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Paul Steelman my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

[Signature]

Sheriff of Upshur County, Texas.

=====

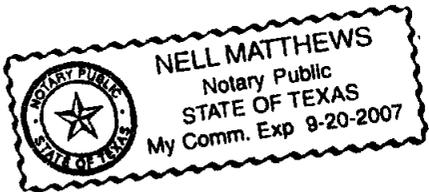
THE STATE OF TEXAS ()

COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx

this _____ day of _____ 2004.



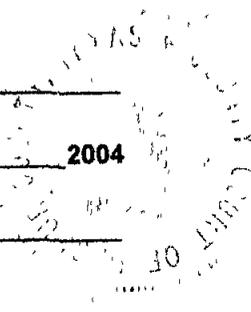
OATH OF OFFICE

I, Paul Steelman do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Paul Steelman

Subscribed and sworn to before me, this 30 day of DECEMBER, 2004

John Paul



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:06

UPSHUR COUNTY, TX.

BY _____
DEPUTY

ROBIN RODENBERG
COUNTY CLERK
05 JAN - 1 PM 2:15
UPSHUR COUNTY, TX.
BY _____
DEPUTY

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:11

UPSHUR COUNTY, TX.

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Caleb Stracener of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Caleb Stracener my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

=====

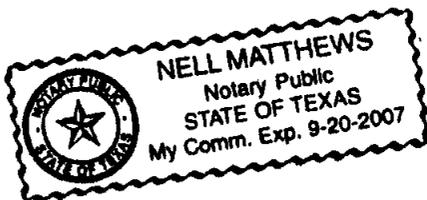
THE STATE OF TEXAS ()

COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of December 2004.



Nell Matthews

OATH OF OFFICE

I, Caleb Stracener do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Subscribed and sworn to before me, this 30th day of December, 2004
Caleb Stracener
[Signature]

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:06
UPSHUR COUNTY, TX.
BY _____
DEPUTY

ROBIN RODENBERG
COUNTY CLERK
05 JAN - 1 PM 2:11
UPSHUR COUNTY, TX
BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK



DEPUTATION

05 JAN - 1 PM 2:07

UPSHUR COUNTY, TX.

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Anthony Taylor of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Anthony Taylor my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30 day of December 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

=====

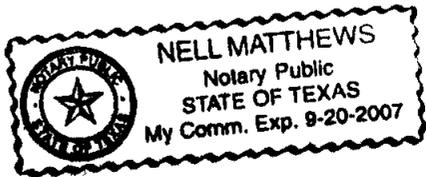
THE STATE OF TEXAS ()

COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30th day of December 2004.



Nell Matthews

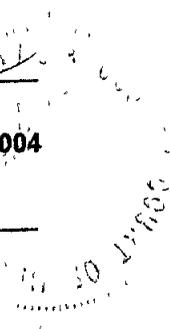
OATH OF OFFICE

I, Anthony Taylor do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Anthony Taylor

Subscribed and sworn to before me, this 30 day of DECEMBER, 2004

Della Paul



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:06

UPSHUR COUNTY, TX.

BY _____
DEPUTY

05 JAN - 1 PM 2:07
UPSHUR COUNTY, TX
BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:15

UPSHUR COUNTY, TX.

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Dale Tillery of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Dale Tillery my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

(Signature)

Sheriff of Upshur County, Texas.

=====

THE STATE OF TEXAS ()

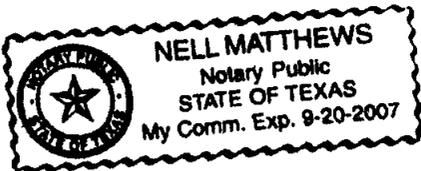
COUNTY OF UPSHUR () BEFORE ME, _____ Neil Matthews - Notary _____

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30th day of December 2004.

(Signature)



OATH OF OFFICE

I, Dale Tillery do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Dale Tillery

Subscribed and sworn to before me, this 30 day of DECEMBER 2004

[Signature]

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:06

UPSHUR COUNTY, TX.

BY _____
DEPUTY

BY _____
DEPUTY

UPSHUR COUNTY, TX.

05 JAN - 1 PM 2:15

FILED
ROBIN RODENBERG
COUNTY CLERK

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:07

UPSHUR COUNTY, TX.

BY _____
DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Allen Teffteller of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Allen Teffteller my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30 day of December 2004.

[Signature]

Sheriff of Upshur County, Texas.

=====

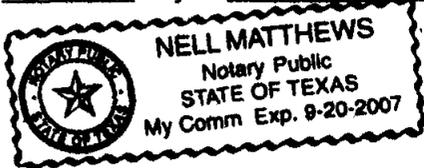
THE STATE OF TEXAS ()

COUNTY OF UPSHUR () BEFORE ME, Neil Matthews - Notary _____

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx

this 30th day of December 2004.



Neil Matthews

OATH OF OFFICE

I, Allen Teffteller do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Allen K. Teffteller

Subscribed and sworn to before me, this 30 day of DECEMBER 2004

[Signature]

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:06

UPSHUR COUNTY, TX.

BY _____
DEPUTY

ROBIN RODENBERG
COUNTY CLERK
05 JAN - 1 PM 2:07
UPSHUR COUNTY, TX
BY _____
DEPUTY

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:11

UPSHUR COUNTY, TX.

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Roxanne Warren of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint her, the said Roxanne Warren my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

Anthony Betterton

Sheriff of Upshur County, Texas.

THE STATE OF TEXAS ()

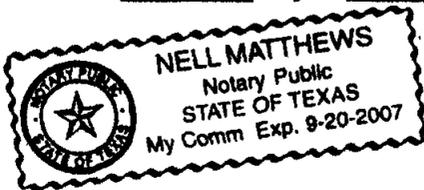
COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx _____

this 30 day of December 2004.

Nell Matthews



OATH OF OFFICE

I, Roxanne Warren do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Roxanne Warren

Subscribed and sworn to before me, this 30 day of December, 2004

Du Paul



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:06

UPSHUR COUNTY, TX.

BY _____
DEPUTY

05 JAN -1 PM 2:11
UPSHUR COUNTY, TX.
BY _____
DEPUTY
ROBIN RODENBERG
COUNTY CLERK

DEPUTATION

FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN - 1 PM 2:11

UPSHUR COUNTY, TX.

BY _____ DEPUTY

THE STATE OF TEXAS ()

COUNTY OF UPSHUR ()

I, Anthony Betterton, Sheriff of the County of Upshur and State of Texas, having full confidence in Wayne Young of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint him, the said Wayne Young my true and lawful deputy in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Upshur County Sheriff's Office of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of December 2004.

[Signature]

Sheriff of Upshur County, Texas.

=====

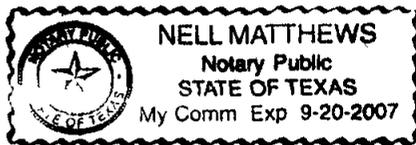
THE STATE OF TEXAS ()

COUNTY OF UPSHUR () BEFORE ME, Nell Matthews - Notary

in and for Upshur County, Texas, on this day personally appeared Anthony Betterton known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 405 N. Titus, Gilmer, Tx

this 30 day of December 2004.



Nell Matthews

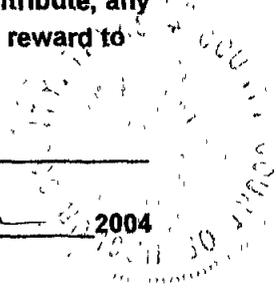
OATH OF OFFICE

I, Wayne Young do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Upshur County Sheriff's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation hereof. So help me God.

Wayne Young

Subscribed and sworn to before me, this 30 day of DECEMBER, 2004

Adam Paul



FILED
ROBIN RODENBERG
COUNTY CLERK

05 JAN 14 PM 1:06

UPSHUR COUNTY, TX.

BY _____
DEPUTY

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN - 1 PM 2:11
UPSHUR COUNTY, TX.
BY _____
DEPUTY

Property off of Indian Rock Baptist Church
Mailing Address: 4944 S. Hwy 154E
Gilmer
Telephone No. 903-797-6410

LETTER AGREEMENT

Date: January 3, 2005

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Indian Rock Baptist Church, 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

James W. Parish

UPSHUR COUNTY

By [Signature]
Its County Judge

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 12:59
UPSHUR COUNTY, TX.
DEPUTY



Republican Party of Upshur County

205 West Harrison St. Gilmer, TX 75644
903-843-VOTE (8683)

County Chairman
Brenda Patterson

Vice Chairman
Bill Stenger
Melvin Dodd

Secretary
Barbara Vogl

Treasurer
Jesse Loffer

Precinct Chairs
David Elia
Mark Westin
Jesse Loffer
Eddie C. Shaw
Cecil Blakely
Mary Muckleroy
Allen Weatherford
Bill Stenger
Clifford L. Barnes
Vance Lowry
Peggy Hoover
Glenn Leach
Mark Vogl

Committee Chairs
Joyce Hugman
Melvin Dodd
Michael Patterson
Allen Weatherford

January 10, 2005

The Honorable Dean Fowler
Upshur County Judge
PO Box 790
Gilmer, TX 75644

Certified Mail
Return Receipt Requested
7004 1160 0003 7314 6834

Dear Judge Fowler,

Mr. Ken Patterson will not be available to serve as the Election Judge for the Central Counting Station for the February 5th, 2005 election.

In accordance with Section 32.002 of the Texas Election Code, I am submitting the name of Mr. Melvin Dodd to serve as the Election Judge for the Central Counting Station for the February 5th, 2005 election. Mr. Dodd meets the eligibility requirements and is willing to serve as the Election Judge. Below is the contact information for Mr. Dodd:

Mr. Melvin Dodd
1158 Boxwood
Gilmer, TX 75644
903-734-5795

If you have any questions, please contact me at 903-843-8683

Respectfully yours,

Brenda Patterson
Chairman
Republican Party of Upshur County

FILED
ROBIN RODENBERG
COUNTY CLERK
05 JAN 14 PM 1:00
UPS-HUR COUNTY, TX.
BY _____
DEPUTY

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

Disbursements Made from 12/30/04 thru 01/13/05

Check #	Chk Date	Vendor	Check Amount	Invoice Amt	Invoice Description
131812-APCA	12/30/04	UPSHUR CO CSCD BENEFITS ACCO	\$960 83	\$960 83	CSCD STATE BENEFITS
131813-APCA	12/30/04	UPSHUR CO CSCD BENEFITS ACCO	\$25 61	\$25 61	CSCD STATE LIFE INSURANCE
131814-APCA	12/30/04	NATIONWIDE RETIREMENT	\$262 21	\$262 21	ENTITY#52039 PAYROLL DEDUCTIONS
131815-APCA	12/30/04	FIRST NATIONAL BANK GILMER	\$34,894 14	\$34,894 14	FICA, MEDICARE PAYROLL DEDUCTIONS
131816-APCA	12/30/04	FIRST NATIONAL BANK GILMER	\$19,066 31	\$19,066 31	WITHHOLDING PAYROLL DEDUCTIONS
131817-APCA	12/30/04	HEALTHFIRST TPA	\$1,308 85	\$1,308 85	125/HEALTHCARE REIMBURSEMENT
131818-APCA	12/30/04	UPSHUR COUNTY IRC/125	\$387 58	\$387 58	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
131819-APCA	12/30/04	UPSHUR COUNTY IRC/125	\$195 39	\$195 39	125/AFLAC PAYROLL DEDUCTION
131820-APCA	12/30/04	UPSHUR COUNTY IRC/125	\$86 92	\$86 92	125/AMERICAN HERITAGE PAYROLL DEDUCTION
131821-APCA	12/30/04	UPSHUR COUNTY IRC/125	\$149 53	\$149 53	125/TRANSPORT LIFE PAYROLL DEDUCTION
131822-APCA	12/30/04	UPSHUR COUNTY IRC/125	\$247 76	\$247 76	125/CENTRAL UNITED PAYROLL DEDUCTION
131823-APCA	12/30/04	UPSHUR COUNTY IRC/125	\$4,164 71	\$4,164 71	125 DEPENDENT INS PREMIUMS/PAYROLL
131824-APCA	12/30/04	ATTORNEY GENERAL OF TEXAS	\$374 00	\$374 00	MULTIPLE PAYORS
131825-APCA	12/30/04	EAST TEXAS PROFESSIONAL	\$1,752 50	\$1,752 50	ETPCU/PAYROLL SAVINGS PLAN
131826-APCA	12/30/04	FIRST NATIONAL BANK	\$1,880 00	\$1,880 00	FNB/PAYROLL SAVINGS PLAN
131827-APCA	12/30/04	GILMER NATIONAL BANK	\$722 50	\$722 50	GNB/PAYROLL SAVINGS PLAN
131828-APCA	12/30/04	POLICE AND FIREMEN'S INS ASS	\$236 75	\$236 75	#0004212440-2 UP CO SHERIFF DEPT
131829-APCA	12/30/04	UPSHUR COUNTY INSURANCE ACCO	\$1,193 20	\$1,193 20	DEPENDENT INS PREMIUMS/PAYROLL
131830-APCA	12/30/04	OFFICE OF THE ATTORNEY GENER	\$125 00	\$125 00	JOEY YOUNG
131831-APCA	12/30/04	TXCSDU	\$88 00	\$88 00	N005932949/STANLEY
131832-APCA	12/30/04	TXCSDU	\$300 00	\$300 00	#96-291-DR, 451-96-7891
131833-APCA	12/30/04	TXCSDU	\$181 13	\$181 13	JUSTIN DAVIDSON #510-03
131834-APCA	12/30/04	OFFICE OF THE ATTORNEY GENEP	\$325 00	\$325 00	MICHAEL COLEMAN
131835-APCA	12/30/04	TXCSDU	\$85 50	\$85 50	LAPRY SEWELL
131836-APCA	12/30/04	SHAFON KEMP #0539655371	\$130 00	\$130 00	EARL BECK
131837-APCA	12/30/04	TEXAS COUNTY & DISTRICT RETI	\$74,959 90	\$74,959 90	UNIT#329 MONTHLY REPORT

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

Disbursements Made from 12/30/04 thru 01/13/05

PAGE 2

THE SOFTWARE SPOOF, INC

Check #	Check Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
131832-APCA	12/30/04	MICHAEL GROSS	\$110 50	\$110 50	CASE#04-20199 DERONDA CAIN
131839-APCA	12/30/04	MICHAEL GROSS	\$100 00	\$100 00	CASE#01-62328 KAREN HUGHES
131840-APCA	12/30/04	MICHAEL GROSS	\$152 50	\$152 50	CASE#02-63533
131841-APCA	12/30/04	STANDING CHAPTER 13 TRUSTEE	\$240 00	\$240 00	CASE#04-20505 TRACI BLEDSOE
131842-APCA	12/30/04	TG	\$208 50	\$208 50	WAGE WITHHOLDING PAYMENT
131843-APCA	12/30/04	VALIC	\$220 00	\$220 00	PAYROLL DEDUCTIONS
131844-APCA	12/30/04	A/C CONTRACTORS INC	\$2,586 95	\$2,586 95	R&B-#108689/HEATERS
131845-APCA	12/30/04	ACCURINT	\$4 75	\$4 75	CO S-#1066590/-11/01-11/30/04 BILLING
131846-APCA	12/30/04	ADT SECURITY SERVICES, INC	\$30 99	\$30 99	JP#3-#01200 154303848/-1/01-1/31/05 SERVICES
131847-APCA	12/30/04	AFLAC	\$527 38	\$527 38	#55217 12/11/04 BILLING
131848-APCA	12/30/04	ALLSTATE IMAGING INC	\$430 01	\$430 01	CO JAIL-PRINTER RIBBONS (36)
131849-APCA	12/30/04	ALLTEL	\$140 28	\$2 48 \$0 44 \$119 16 \$8 12 \$0 25 \$0 76 \$9 07	JP#1-#010167346123 #734-6269 12/22/04 R&B-#010167344123 #734-5822 12/22/04(#3BARN) CO S-#010721812123 #843-2542 12/22/04 JP#3-#010445713123 #844-8254 12/22/04 R&B-#010161252123 #762-6266 12/22/04(#2BARN) TELE COMM-#010167349123 #762-6731 12/22/04 CT H-#010778716123 #843-4000 12/22/04
131850-APCA	12/30/04	ALLTEL	\$586 38	\$409 35 \$177 03	CO S-#0M265D4/12/02/04 BILLING D A-#0M02648/12/09/04 BILLING
131851-APCA	12/30/04	AMCS SKINNEF	\$2,160 00	\$2,160 00	R&E-54hrs@540 00 HAULING
131852-APCA	12/30/04	ADS LASER SERVICE	\$109 90	\$70 00 \$39 90	COMPUTER-SERVICE REPAIR COMPUTER-ROLLER, PAD
131853-APCA	12/30/04	ARMOR MATERIALS	\$1 388 80	\$715 12 \$673 68	R&B-OIL DIPT/25 54 TON @ \$28 00 R&B-OIL SAND/24 06 TON @ \$28 00
131854-APCA	12/30/04	BAFEAFA J FOLBERSON	\$375 00	\$375 00	D CT-COURT REPORTING/12/13-14/04
131855-APCA	12/30/04	BAYTEP SALES CO INC	\$293 92	\$293 92	CO JAIL-#101873/JANITORIAL SUPPLIES
131856-APCA	12/30/04	BEN E KEITH FOODS	\$3 282 54	\$1,691 41 \$1,591 13	CO JAIL-#352156/ASSORTED FOODS CO JAIL-#352156/ASSORTED FOODS
131857-APCA	12/30/04	BETSY ROSS FLAG GIRLS INC	\$1 238 30	\$1,238 30	CO BLDG-FLAGS, FLAGS, FLAGS
131553-APCA	12/30/04	BOARD OF TAX PROFESSIONAL EX	\$150 00	\$150 00	CO TAX-RENEWAL FEES/M SMITH, S LAMINACK&B HILL

Check #	Check Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
131859-APCA	12/30/04	BRANDY BINGHAM	\$50 90	\$50 90	JP#3-REIMBURSE/161 60mi@ 315ea 11/30/04-12/28/04
131860-APCA	12/30/04	BROOKSHIRES	\$123 88	\$123 88	D A-CAROLINE FATHEREE/HOT CK RESTITUTION
131861-APCA	12/30/04	BUCK HEAD CHEMICAL CO	\$308 92	\$308 92	CD BLDG-LUBRICANT, SHIPPING
131862-APCA	12/30/04	BUFFET VILLAGE	\$56 26	\$56 26	D A-JEANNIE ABBOTT/HOT CK RESTITUTION
131863-APCA	12/30/04	BULFINCH CUSTDDIAL SERVICE I	\$3,999 00	\$3,999 00	DEC'04 JANITORIAL CONTRACT
131864-APCA	12/30/04	CARD SERVICE CENTER	\$284 93	\$284 93	D A-#4707123168100590 12/15/04
131865-APCA	12/30/04	CARD SERVICE CENTER	\$255 18	\$255 18	CD S-#4229743460002787 12/02/04
131866-APCA	12/30/04	CARDOLYN PERRY	\$61 49	\$61 49	JP#3-REIMBURSE/195 20mi@ 315ea 12/02/04-12/19/04
131867-APCA	12/30/04	CAVENDER'S BOGT CITY	\$71 98	\$49 98 \$22 00	CD S-UNIFORMS CD S-UNIFOPMS
131868-APCA	12/30/04	CENTERPOINT ENERGY	\$2,503 40	\$1,597 71 \$234 94 \$396 20 \$261 62 \$12 93	J CTR-#26800813/-11/09-12/08/04 BILLING CD BLDG-#27403856/-11/09-12/09/04 BILLING CD LIB-#27790708/-11/12-12/13/04 BILLING CD TAX-#27065747 12/27/04 POTER BLDG-#27066075 12/27/04
131869-APCA	12/30/04	CENTRAL UNITED LIFE INSURANC	\$512 04	\$512 04	#4269 12/31/04 BILLING
131870-APCA	12/30/04	CHEFOKEE COUNTY	\$375 00	\$375 00	CD CT-MI#31,528/COMMIT TO RUSK
131871-APCA	12/30/04	CHEVON	\$52 65	\$52 65	D A-CANDICE WINGFIELD/HOT CK RESTITUTION
131872-APCA	12/30/04	CHRISTINA W WALLACE CSP	\$225 00	\$225 00	D CT-12/09/04 REPORTING
131873-APCA	12/30/04	CITY OF GILHER	\$3,091 60	\$25 00 \$2,689 70 \$25 00 \$38 80 \$31 90 \$12 50 \$268 70	CD BLDG-#1217100000/-11/05-12/05/04 SERVICE J CTR-#0106750000/-11/05-12/05/04 SERVICE 911-#0107605000/-11/05-12/05/04 SERVICE CD LIB-#0309820000/-11/05-12/05/04 SERVICE CD BLDG-#1215100000/-11/05-12/05/04 SERVICE CD BLDG-#1222900000/-11/05-12/05/04 SERVICE CD BLDG-#1327400000/-11/05-12/05/04 SERVICE
131874-APCA	12/30/04	COMPLETE BUSINESS	\$634 63	\$4 82 \$3 46 \$7 56 \$11 25 \$18 25 \$54 09 \$12 25	VET SERV-#21017/-11/01-12/01/04 SERVICE CD COMM-#21022/-11/01-12/01/04 SERVICE CD BLDG-#21016/-11/01-12/01/04 SERVICE JP#3-#21031/-11/01-12/01/04 SERVICE CD CLK-#21020/-11/01-12/01/04 SERVICE CD JUDGE-#21024/-11/01-12/01/04 SERVICE CTY COMM-#21021/-11/01-12/01/04 SERVICE

VOL 68 PG 308

VOL 68 PG 304

JFSHUP COUNT

ACCOUNTS PAYABLE SYSTEM

13 Jan 2005

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 12/30/04 thru 01/13/05

PAGE 4

Check #	Chk Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$14 48	JP#4-#21023/-11/01-12/01/04 SERVICE
				\$2 61	TREAS-#21014/-11/01-12/01/04 SERVICE
				\$114 12	CO S-#21542/-11/01-12/01/04 SERVICE
				\$86 27	CO CLK-#21017/-11/01-12/01/04 SERVICE
				\$114 21	CO JAIL-#21008/-11/01-12/01/04 SERVICE
				\$9 79	DISPATCH-#21036/-11/01-12/01/04 SERVICE
				\$56 44	JUV PROB-#LN0461 11/01-12/01/04 COPIES
				\$57 11	D JUDGE-#21013/-11/01-12/01/04 SERVICE
131875-APCA	12/30/04	COMPUTERLAND	\$480 00	\$480 00	COMPUTER-SOFTWARE LABDR#12291, 94, 95, 98, 12488
131876-APCA	12/30/04	CONSECO HEALTH INSURANCE CO	\$318 40	\$318 40	#46512 12/15/04 BILLING
131877-APCA	12/30/04	COX EAST TEXAS	\$198 76	\$102 27 \$96 49	R&B-#8437623UPS/-12/03-12/06/04 P&B-#8437623UPS/-12/03-12/06/04 BILLING
131878-APCA	12/30/04	CRAFTER'S MALL	\$54 17	\$54 17	D A-KELLY PILCHER/HOT CK RESTITUTION
131879-APCA	12/30/04	CRAIG'S FIX-IT	\$60 00	\$60 00	CO BLDG-CONTRACT SERVICE
131880-APCA	12/30/04	DALLAS COUNTY TREASURER	\$25 00	\$25 00	CO S-#1564/NICKELBUR(REGISTRATION)
131881-APCA	12/30/04	DARBY EQUIPMENT COMPANY	\$330 99	\$330 99	R&B-PINTLE HITCH
131882-APCA	12/30/04	DAVID W BULLER M D	\$1,000 00	\$1,000 00	DEC'04 CONTRACTED MEDICAL SERVICES
131883-APCA	12/30/04	DAVID W BULLER M D	\$291 00	\$291 00	CO JAIL-#000836/R MORRIS, C THOMAS, C WADE(EXAM S)
131884-APCA	12/30/04	DEANNA DRENNAN	\$120 00	\$120 00	D A-#13,613/TRANSCRIPT
131885-APCA	12/30/04	DEPARTMENT OF STATE HEALTH S	\$65 88	\$65 88	CO CLK-#151/BIRTH CERTIF ACCESS
131886-APCA	12/30/04	DEREK BAENISCH	\$300 00	\$300 00	DEC'04 JP#1 BLDG LEASE
131887-APCA	12/30/04	DIAMOND D LUBE +	\$191 00	\$12 50 \$23 50 \$12 50 \$23 50 \$23 50 \$12 50 \$23 50 \$23 50 \$12 50 \$23 50	R&B-INSPECTION CO S-OIL CHANGE/#2213 R&B-INSPECTION CO S-OIL CHANGE #2221 CO JAIL-OIL CHG CO S-INSPECTION/UNIT#1210 CO S-OIL CHANGE/UNIT#1243 CO S-OIL CHANGE UNIT#1204 CO S-INSPECTION CO S-OIL CHANGE
131888-APCA	12/30/04	DOUG'S CHEVRON FOOD	\$66 08	\$66 08	D A-CHRIS BURKS/HOT CK RESTITUTION
131889-APCA	12/30/04	DWISHT A BRANNON	\$550 00	\$300 00 \$250 00	CO CT-#27,625/REGINA M MASSIE CO CT-#27,390/CHARLES AVERY CRUZ

Approved Disbursements

THE SOFTWARE GROUP, INC

Checking Account(s) APCA FNB INS FNB 125
Disbursements Made from 12/30/04 thru 01/13/05

Check #	IC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
131890-APCA	12/30/04	E T MOBILE IMAGING INC	\$100.00	\$100.00	CO JAIL-KURT BARNES/6/04/04 MEDICAL
131891-APCA	12/30/04	ECONOMY AUTO SUPPL / INC	\$1,360.07	\$118.49	R&B-NIPPLES, VALVES, FITTINGS, GREASE GUN, HOSE
				\$37.25	R&B-BELT, SNAP RING
				\$64.16	R&B-HYD HOSE, FITTING
				\$165.59	R&B-PARTS
				\$344.14	R&B-BRAKE ROTORS/SHOES/SHOCKS
				\$233.36	R&B-DISK PADS/BEARINGS/BRAKER ROTOR
				\$11.14	R&B-WHEEL STUDS, SEALANT
				\$5.18	R&B-WHEEL NUTS
				\$326.67	R&B-BRAKE DRUMS/SHOES/BEARINGS
				\$16.80	R&B-RESIN, FIBER GLASS CLOTH, BRUSHES
				\$36.12	P&B-HOSE, FITTINGS
				\$1.17	R&B-BOLTS
131892-APCA	12/30/04	EDWARDS TRACTOR & EQUIPMENT	\$245.85	\$245.85	R&B-INSIDE WHEEL/STUD ON TRACTOR
131893-APCA	12/30/04	ETMC FIRST PHYSICIANS CLINIC	\$313.20	\$313.20	CO JAIL-JOE B CLARK/8/15/04 MEDICAL
131894-APCA	12/30/04	ETMC GILMER	\$184.20	\$113.14	INDIG-ANNIE F BROWN/9/13/04 MEDICAL
				\$71.06	INDIG-CHRISTOPHER HOLMEN/10/03/04 MEDICAL
131895-APCA	12/30/04	EXPRESS LUBE DBA	\$46.95	\$21.95	CO S-OIL CHANGE#2225
				\$12.50	CO S-INSPECTION #2225
				\$12.50	CO S-INSPECTION #1237
131896-APCA	12/30/04	FANFAN FARM EQUIPMENT	\$44.50	\$44.50	R&B-CHAIN, PINS
131897-APCA	12/30/04	FONDA LEONAFD	\$8.97	\$8.97	TAX-REIMBUPSE 28.48 MI @ \$ 315
131898-APCA	12/30/04	GALLS INC	\$87.93	\$87.93	CO JAIL-#001745559272/PROPELLANT
131899-APCA	12/30/04	GATEWAY BUSINESS	\$2,360.00	\$29.99	COMPUTER-#17675007/SURGE PROTECTOR
				\$29.99	COMPUTER-#17675007/SURGE PROTECTOR
				\$1,150.01	COMPUTER-#17675007/COMPUTER
				\$1,150.01	COMPUTER-#17675007/COMPUTER
131900-APCA	12/30/04	GEDDGE'S PAWN & GUN SHOP	\$1,092.45	\$1,092.45	CONST#2-KIMBER PISTOL STAINLESS #ZZ14100, HOLSTER, MAGAZINES
131901-APCA	12/30/04	GILMER CABLE TV CO. INC	\$432.80	\$11.80	NON DEPT-#19305/12/22/04 BILLING
				\$421.00	NON. DEPT-#15446/12/22/04 BILLING
131902-APCA	12/30/04	GILMER DISCOUNT TIRE	\$5.00	\$5.00	CO S-FIX FLAT/UNIT#2221
131903-APCA	12/30/04	GILMER DRUG	\$86.69	\$86.69	D A-SUZANNE EDWARDS/HOT CK RESTITUTION
131904-APCA	12/30/04	GILMER DRUG COMPANY	\$4,457.46	\$4,457.46	CO JAIL-PRESCRIPTIONS-09/30-10/28/04
131905-APCA	12/30/04	GILMER OFFICE CENTER	\$82.60	\$82.60	CO TREAS-(500)RATE SHEETS

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Approved Disbursements

Checking Account(s), APCA FNB IIS FNB 125

Disbursements Made from 12/30/04 thru 01/13/05

THE SOFTWARE GROUP, INC

Check #	PC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
131906-APCA	12/30/04	GRAV'S WHOLESALE DISTRIBUTOR	\$381.70	\$381.70	R&B-TIRES FOR BACKHOE
131907-APCA	12/30/04	GREATAMERICA LEASING CORP	\$658.50	\$569.43	NON DEPT-#8773114422/-12/04/04-01/04/05 SERVICES
				\$89.07	JP#3-#8773114422/#0100287676000 12/23/04
131908-APCA	12/30/04	H&D HARDWARE & AUTOMOTIVE IN	\$129.21	\$6.55	CO BLDG-PARTS FOR TRUCK
				\$2.86	CO BLDG-GLUE
				\$8.46	CO BLDG-GLUE
				\$28.10	R&B-LEVEL, NIPPLE, NIPPLE, TEE, PIPE FITTING, NIPPLE, BUSHING, NIPPLE, ELL, BUSHING, IPPLE, BALL VALVE, SCREWS, BUSHING
				\$15.00	CO BLDG-LACQUER
				\$11.69	R&B-BRASS PAD LOCK
				\$4.51	R&B-NUT, SNAP RING
				\$23.09	R&B-NOZZLE, HOSE, TAPE MEASURE
				\$2.41	CO BLDG-NAILS
				\$3.69	CO BLDG-TARP
				\$21.75	R&B-BOLTS, BOLTS
				\$4.59	CO BLDG-LUBRICANT/COUPLINGS/ETC
				\$3.49	R&B-RETURN WHITE PRIMER-DEF
131909-APCA	12/30/04	HANDY MART DIANA	\$115.24	\$70.00	D A-MARGARET BRAUGHTON/HOT CK RESTITUTION
				\$45.24	D A-DEBBIE LEFTWICH/HOT CK RESTITUTION
131910-APCA	12/30/04	HAPPY JACKS LIQUOR	\$40.00	\$40.00	JP#3-CAUSE#HC02-403J3 #2 26%HC02-404J3 #37 74/RESTITUTION%MERCHANT FEE
131911-APCA	12/30/04	HART INTERCIVIC, INC	\$1,641.00	\$1,641.00	ELECTIONS-#14769/ELECTION MATERIAL, SHIPPING
131912-APCA	12/30/04	ISIS SURVEILLANCE SYSTEMS	\$200.00	\$200.00	CO S-CAMERA
131913-APCA	12/30/04	JAMES DeCUIR	\$5.00	\$5.00	CO S-REIMBURSE TIRE REPAIR
131914-APCA	12/30/04	JOHN L WRIGHT, DO	\$29.52	\$29.52	INDIG-ANNIE F BROWN/11/24/04 MEDICAL
131915-APCA	12/30/04	JOSHUA JAMES STASEN	\$2.00	\$2.00	JP#3-#5848J3 12/10/04 OVERPAYMENT
131916-APCA	12/30/04	JULIE MARKS	\$130.00	\$130.00	CO AUD-2004-05 DUES/PAM LONG, AUDITOR&WANDA HUTCHINS, ASSIST AUDITOR
131917-APCA	12/30/04	JUSTICES OF THE PEACE%CONSTR	\$85.00	\$45.00	JP#1-ARNOLD GRIMES/MEMBERSHIP RENEWAL
				\$20.00	JP#1-LISA MONEY/MEMBERSHIP RENEWAL
				\$20.00	JP#1-WYONE MANES/MEMBERSHIP RENEWAL
131918-APCA	12/30/04	KEPP CORP	\$85.95	\$85.95	D A-DEBBIE LEFTWICH/HOT CK RESTITUTION
131919-APCA	12/30/04	KIM BASINGE, R N, S A N A E,	\$400.00	\$400.00	D A-#13,515/EXPERT WITNESS
131920-APCA	12/30/04	KIRBY RESTAURANT SUPPLY	\$309.90	\$309.90	CO JAIL-#7009/JANITORIAL SUPPLIES

Approved Disbursements
 Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 12/30/04 thru 01/13/05

Check #	Ch Date	Verjo	Check Amount	Invoice Amt	Invoice Descriptions
131921-APCA	12/30/04	LAUPEN PARISH	\$400 00	\$400 00	DEC'04 JUVENILE PROBATION BD
131922-APCA	12/30/04	LINEBARGER HEARD GOSGAN BLA	\$11,796 30	\$11,796 30	CD TAX-NOV'04 DELINQUENT TAX ATTY
131923-APCA	12/30/04	LISA MARTIN	\$12 86	\$12 86	R&B-REIMBURSE/EVALUATION FORMS
131924-APCA	12/30/04	LISA TEFTELLER	\$340 00	\$340 00	R&B-42 50hr@8 00ea 12/09-21/04(CONTRACT LABOR)
131925-APCA	12/30/04	LONGVIEW ASPHALT INC	\$805 75	\$377 30 \$428 45	R&B-PATCHING/6 86 TON @ \$55 00 R&B-PATCHING/7 79 TON @ \$55 00
131926-APCA	12/30/04	MANSFIELD OIL COMPANY	\$7,789 65	\$7,789 65	R&B-GASOLINE; DIESEL, TX MTR FUEL TAX, TX MTR FUEL TAX, DEL FEE
131927-APCA	12/30/04	MATTHEW BENDER & CO INC	\$96 15	\$96 15	LAW LIB-#1894311001/BOOK, SHIPPING
131928-APCA	12/30/04	MRS BAIRD BAKERIES	\$394 00	\$135 20 \$123 60 \$135 20	CD JAIL-BREAD CD JAIL-BREAD CD JAIL-BREAD
131929-APCA	12/30/04	NARDIS INSTITUTIONAL SUPPLY	\$177 14	\$177 14	CD S-JACKETS, SHIPPING
131930-APCA	12/30/04	NATIONAL FAMILY CARE	\$1,848 40	\$924 20 \$924 20	#3152 11/29/04 BILLING #3152 12/29/04 BILLING
131931-APCA	12/30/04	NEWSOM'S GROCERY	\$160 00	\$85 00 \$75 00	D A-CHARLES ROSSER, JR/HOT CK RESTITUTION D A-MICHELLE MURPHY/HOT CK RESTITUTION
131932-APCA	12/30/04	OLMSTED-KIRK PAPER COMPANY	\$230 50	\$230 50	CD BLDG-#32479/SPRAY, TOWELS
131933-APCA	12/30/04	PAIGE GOETZ	\$80 00	\$80 00	AUD-CONTRACT LABOR
131934-APCA	12/30/04	PATRICIA HARRISON	\$470 00	\$235 00 \$235 00	D CT-COURT REPORTING 12/15/04 CD CT-COURT REPORTING 12/20/04
131935-APCA	12/30/04	PROFESSIONAL TECHNICAL ASSIS	\$240 25	\$240 25	CD JAIL-TELETYPE MAINTENANCE
131936-APCA	12/30/04	QUILL CORPORATION	\$229 80	\$67 15 \$162 65	CD S-#4091316/PRINTER CASE TAX-#857133/OFFICE SUPPLIES
131937-APCA	12/30/04	RICK'S TIRE SERVICE	\$305 00	\$80 00 \$40 00 \$50 00 \$60 00 \$75 00	R&B-FLAT REPAIR #216 TRAC, FLAT REPAIR #306 TRAC R&B-FLAT REPAIR MTR GRADER R&B-TIRE MOUNT TRAC#216 R&B-SERV CALL/2 TIRE MOUNTS #34 R&B-SERV CALL/2 TIRE MOUNTS
131938-APCA	12/30/04	RISD INC	\$10 49	\$10 49	NON DEPT-#63199S1-11/22-12/21/04 SERVICE
131939-APCA	12/30/04	ROBERT BENNETT & ASSOC	\$350 00	\$350 00	CD CT-#29, 120&29, 121/DERRICK BOWENS

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Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

Disbursements Made from 12/30/04 thru 01/13/05

THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
131940-APCA	12/30/04	ROBERT BENNETT & ASSOC	\$700 00	\$350 00	CO CT-#26,876/MICHAEL CRAIG ALLEN \$350 00 CO CT-#27,563/JEFFERY DALE CLIFTON
131941-APCA	12/30/04	ROCHELLE WIGGINS	\$98 44	\$98 44	EXT-REIMBURSE MILEAGE, REGISTRATION
131942-APCA	12/30/04	SARTAIN FLUID POWER INC	\$392 23	\$392 23	R&B-PARTS/LABOR REPAIR OF BUSH HOG
131943-APCA	12/30/04	SAV-ON OFFICE SUPPLY INC	\$605 22	\$32 75 \$37 45 \$261 68 \$29 99 \$67 99 \$59 06 \$39 78 \$29 99 \$46 53	CO CLK-FOLDERS CO CLK-FASTENERS CO CLK-OFFICE SUPPLIES R&B-PRINTER CARTRIDGE CO JAIL-PRINTER CARTRIDGE D A-OFFICE SUPPLIES D A-OFFICE SUPPLIES CO AUD-INK CARTRIDGE CO CLK-OFFICE SUPPLIES
131944-APCA	12/30/04	SBC	\$7 07	\$7 07	D CT-#2141062236 12/01/04 BILLING
131945-APCA	12/30/04	STEWART INSURANCE AGENCY	\$326 00	\$50 00 \$176 00 \$100 00	D CLK-#69449258 BOND/CAROLYN BULLOCK, D CLK D CLK-#18012114/BOND D CLK OFFICE CO TREAS-#18054459/PEHBP TREAS OFFICE BOND
131946-APCA	12/30/04	SUZANNE EDWARDS	\$8 31	\$8 31	D A-OVERPAYMENT FOR HOT CK RESTITUTION
131947-APCA	12/30/04	SWESCO	\$50 86	\$50 86	R&B-ADAPTERS
131949-APCA	12/30/04	TEXAS ASSOCIATION OF COUNTIE	\$6,163 96	\$6,163 96	ENTITY#2300 4TH QTR PREMIUMS/QTR ENDING 12/31/04
131950-APCA	12/30/04	TEXAS DIST & CO ATTY ASSOC	\$250 00	\$250 00	D A-REGIST/DON JETER, 2005 INVEST SCHOOL
131951-APCA	12/30/04	TEXAS LAWYERS INSURANCE EXCH	\$1,500 00	\$1,500 00	D CT-JUDGE LAUREN PARISH/LIAB INS 02/06/05-02/06/06
131952-APCA	12/30/04	TEXAS TRAUMA & EMERGENCY CA	\$200 16	\$61 92 \$138 24	CO JAIL-MICHAEL SHIRES/8/11/2003 MEDICAL CO JAIL-DANE G STEVENS/10/03/03 MEDICAL
131953-APCA	12/30/04	THE SOFTWARE GROUP INC	\$22,107 13	\$150 00 \$650 00 \$807 00 \$351 00 \$540 00 \$410 00 \$1,155 00 \$1,194 00 \$771 00	CO TAX-TAPE CONVERSION D CLK-#67/IMAGING-01/01-03/31/05 AUD-#63/BUDGETARY ACCT -01/01-03/31/05 SERVICE AUD-#63/FIXED ASSETS -01/01-03/31/05 SERVICES AUD-#63/PURCHASING MDD -01/01-03/31/05 SERVICE DATA PROCESSING-#1745/HARDWARE SUPP -01/01-03/31/05 SERVICE CO CLK-#68/CRIMINAL CASE-01/01-03/31/05 SERVICES CO CLK-#68/CIVIL CASE-01/01-03/31/05 SERVICE CO CLK-#68/INSTRUMENT INDEX-01/01-03/31/05

UPSHUR COUNTY

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Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 12/30/04 thru 01/13/05

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Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					SERVICE
				\$706 25	JP#1-#1531/J P CLIENT-01/01-03/31/05 SERVICE
				\$706 25	JP#2-#708/J P CLIENT-01/01-03/31/05 SERVICE
				\$706 25	JP#3-#735/J P CLIENT-01/01-03/31/05 SERVICE
				\$706 25	JP#4-#707/J P CLIENT-01/01-03/31/05 SERVICE
				\$229 00	D A-#69/COURT ADMIN -01/01-03/31/05 SERVICE
				\$345 00	D A-#69/CRIMINAL CASE-01/01-03/31/05 SERVICE
				\$909 00	D A-#69/HOT CK MOD -01/01-03/31/05 SERVICE
				\$1,155 00	D CLK-#67/CRIMINAL CASE-01/01-03/31/05 SERVICE
				\$637 00	D CLK-#67/CHILD SUPPORT-01/01-03/31/05 SERVICE
				\$1,194 00	D CLK-#67/CIVIL CASE-01/01-03/31/05 SERVICE
				\$408 00	D CLK-#67/JURY CLIENT-01/01-03/31/05 SERVICE
				\$405 00	CO S-#1175/ABLEMUGS-01/01-03/31/05 SERVICE
				\$188 00	CO S-#1175/CRIMINAL JUSTICE-01/01-03/31/05 SERVICE
				\$2,737 00	CO S-#1175/SHERIFF CLIENT-01/01-03/31/05 SERVICE
				\$2,777 00	TAX-#65/AUTOMATED TAX-01/01-03/31/05 SERVICE
				\$683 00	TREAS-#72/ACCOUNTS PAYABLE-01/01-03/31/05 SERVICE
				\$402 00	TREAS-#72/BANK RECON -01/01-03/31/05 SERVICE
				\$776 00	TREAS-#72/PAYROLL CLIENT-01/01-03/31/05 SERVICE
				\$282 00	TREAS-#72/TREAS REVENUE-01/01-03/31/05 SERVICE
				\$127 13	CO TREAS-3 PART RECEIPTS, SHIPPING
131954-APCA	12/30/04	TIM CONE	\$2,920 05	\$2,920 05	D. CT-#13,515/CLISTER R THOMAS
131955-APCA	12/30/04	TRIUMPH	\$212 00	\$212 00	R&B-#1315191/12/20/04 BILLING
131956-APCA	12/30/04	TWIN STATE TRUCKS INC	\$239 55	\$8 54	R&B-WINDSHIELD WASHER
				\$221 91	R&B-#19127/PUMP, FREIGHT
				\$9 10	R&B-#19127/JOINT
131957-APCA	12/30/04	TYLER RADIOLOGY	\$188 28	\$188 28	CO JAIL-MICHAEL D DAVIS/11/28/04 MEDICAL
131959-APCA	12/30/04	U S FOOD SERVICE	\$3,634 68	\$1,813 98	CO JAIL-#93586865/ASSORTED FOODS
				\$113 40	CO JAIL-#93586865/ASSORTED FOODS
				\$1,707 30	CO JAIL-#93586865/ASSORTED FOODS
131959-APCA	12/30/04	UNIFRIST COPP	\$243 99	\$46 95	R&B-#174823/UNIFORM SERVICE
				\$46 95	R&B-UNIFORM SERVICE
				\$51 23	R&B-UNIFORM SERVICE
				\$49 43	P&B-UNIFORM SERVICE
				\$49 43	R&B-UNIFORM SERVICE
131962-APCA	12/30/04	UNITED POSTAL SOLUTIONS	\$314 98	\$75 00	NON DEPT-EQUIPMENT MAINT /05/04/04 BILLING
				\$27 85	NON DEPT-PINWHEEL LABELS, SHIPPING

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Checking Account(s) APCA FNB INS FNB 125

Disbursements Made from 12/30/04 thru 01/13/05

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THE SOFTWARE GROUP, INC

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Check #	C Date	Vender	Check Amount	Invoice Amt	Invoice Descriptions
				\$62 13	NON DEPT-THERMAL CASSETTE, SHIPPING
				\$150 00	NON DEPT-NOV & DEC 2004 EQUIP MAINTENANCE
131961-APCA	12/30/04	UPSHUR COUNTY JUVENILE PROBA	\$1,002 58	\$52 27	JUV PROB-REIMBURSE OFFICE SUPPLIES(US BANK CARD)
				\$884 71	JUV PROB-RESIDENTIAL SERVICES
				\$48 15	JUV PROB-SECURE PALCEMENT
				\$17 45	JUV PROB-REIMBURSED TRAVEL/MEAL
131962-APCA	12/30/04	UPSHUR RURAL ELECTRIC	\$30 00	\$30 00	D A-JAN FROST/HOT CK RESTITUTION
131963-APCA	12/30/04	UPSHUR-RURAL ELECTRIC COOP	\$355 46	\$236 88	R&B-#1676004/12/15/04 BILLING
				\$50 22	R&B-#4956-001&4956-002/12/21/04 SERVICE
				\$68 36	R&B-#49674-001 12/28/04(BARN#3)
131964-APCA	12/30/04	UT HEALTH CENTER AT TYLER	\$1,570 49	\$1,570 49	INDIG-RICHARD W ATKINSON/12/03/04 MEDICAL
131965-APCA	12/30/04	UTHC TYLER PHY	\$94 92	\$70 64	INDIG-RICHARD W ADKINSON/12/03/04 MEDICAL
				\$24 28	INDIG-RICHARD W ATKINSON/12/03/04 MEDICAL
131966-APCA	12/30/04	VERIZON SOUTHWEST	\$253 62	\$19 03	R&B-#8437623 021230/12/07/04 BILLING
				\$234 59	JP#3-#8448254 010828/12/10/04 BILLING
131967-APCA	12/30/04	WAL-MART #146	\$728 31	\$230 07	D A-JOSEPH BAUKNIGHT/HOT CK RESTITUTION
				\$110 00	D A-STEPHANIE RHODES/HOT CK RESTITUTION
				\$82 96	D A-JUDY KAY KIZER/HOT CK RESTITUTION
				\$73 00	D A-MILDRED WELLS/HOT CK RESTITUTION
				\$80 48	D A-RICKEY GUNTER/HOT CK RESTITUTION
				\$151 80	D A-REBBECCA CLARK/HOT CK RESTITUTION
131968-APCA	12/30/04	WALMART COMMUNITY	\$65 04	\$65 04	CD CLK-#6032202001114553 12/16/04
131969-APCA	12/30/04	WALMART COMMUNITY	\$70 43	\$70 43	CD LIB-#6032202001118810 12/16/04
131970-APCA	12/30/04	WALMART COMMUNITY BPC	\$19 50	\$19 50	CDNST#4-#6032202001115113 11/16/04
131971-APCA	12/30/04	WALMART COMMUNITY BRC	\$42 74	\$42 74	D CT-#3032202000836412 12/16/04
131972-APCA	12/30/04	WANDA HUTCHINS	\$11 49	\$11 49	AUD-REIMBURSE 36 5 MI @ \$ 315
131973-APCA	12/30/04	WASHCO INC	\$50 00	\$50 00	CD BLDG-WASHING MACHINE PARTS
131974-APCA	12/30/04	WELLS FARGO FINANCIAL LEASIN	\$581 51	\$440 51	D A-#0019001910/-12/24/04-01/24/05 BILLING
				\$141 00	JUV PROB-ACCT#0019003061001 12/22/04
131975-APCA	12/30/04	WEST GROUP PAYMENT CENTER	\$1,025 40	\$790 40	LAW LIB-#1003266567/-11/01-11/30/04 CHARGES
				\$150 00	D A-#1000261365/-11/01-11/30/04 BILLING
				\$85 00	LAW LIB-#1000809966/-11/01-11/30/04 BILLING
131976-APCA	12/30/04	WYDIE MANES	\$60 00	\$60 00	DEC '04 JP#1 BLDG CLEANED

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

T-E SOFTWARE GROUP, INC

Disbursements Made from 12/30/04 thru 01/13/05

Check #	Check Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
131977-APCA	12/30/04	FIRST NATIONAL BANK	\$43,248 30	\$43,248 30	CD#36328 PURCHASED@3 31%(62days)TO MATURE 03/02/05
131976-APCA	12/30/04	FIRST NATIONAL BANK GILMER	\$850,000 00	\$200,000 00	CD#36329 PURCHASED@3 21%(47days)TO MATURE 02/15/05
				\$225,000 00	CD#36330 PURCHASED@3 31%(60days)TO MATURE 02/28/05
				\$425,000 00	CD#36331 PURCHASED@3 31%(75days)TO MATURE 03/15/05
131975-APCA	12/30/04	TACA	\$85 00	\$85 00	CO TAX-RENEWAL FEES/MICHEAL L SMITH
131980-APCA	01/05/05	FIRST NATIONAL BANK	\$1,134,499 36	\$1,134,499 36	CD#36340(PERM)PURCHASED@3 21%(30days)TO MATURE 02/04/05
Total for APCA - Accounts Payable Clearing Account			\$2,289,913 20		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

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Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

Disbursements Made from 12/30/04 thru 01/13/05

THE SOFTWARE GROUP, INC

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1844-FNB 125	12/30/04	UPSHUR CO OPERATING ACCOUNT	\$1,067 18	\$1,067 18	12/30/04 CANCER, HEART/STROKE PREMIUMS FROM IRC/125
1845-FNB 125	12/30/04	UPSHUR COUNTY INSURANCE ACCO	\$4,164 71	\$4,164 71	12/30/04 DEPENDENT INS PREMIUMS FROM IRC/125
Total for FNB 125 - IPC/125 PLAN			\$5,231 89		

Approved Disbursements
Checking Account(s) APCA FNB INS FNB 125
Disbursements Made from 12/30/04 thru 01/13/05

THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
1420-FNB INS	12/30/04	GROUP ADMINISTRATORS-SAN ANT	\$87,028 09	\$87,028 09	GROUP#908400 12/28/04 CLAIMS REGISTER
1421-FNB INS	12/30/04	GROUP ADMINISTRATORS-SAN ANT	\$41,125 30	\$41,125 30	GROUP#908400 JAN'05 INS PREMIUMS
1422-FNB INS	12/30/04	HEALTHFIRST TPA	\$63 00	\$63 00	12/30/04 125 PLAN ADMIN FEES
1423-FNB INS	12/30/04	SUN LIFE FINANCIAL	\$1,153 62	\$1,153 62	CLIENT#079589/#001 JAN'05 BILLING
1425-FNB INS	12/30/04	FIRST NATIONAL BANK	\$179,000 00	\$179,000 00	CD#36332 PURCHASED@3 11%(15days) TO MATURE 01/14/05
Total for FNB INS - INSURANCE			\$308,370 01		
Grand Total			\$2,603,515 10		
175 records listed					

Dean Fowler
County Judge
Dean Fowler

Lloyd A. Crabtree
Commissioner Pct #3
Lloyd A. Crabtree

James Crittenden
Commissioner Pct #1
James Crittenden

Gary Drennan
Commissioner Pct #4
Gary Drennan

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

FILED
ROBIN RODEBERG
COUNTY CLERK
05 JAN 14 PM 1:01
UPSHUR COUNTY, TX
DEPUTY

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UPSHUR COUNTY

JURY SELECTION SYSTEM

07 Jan 2005

THE SOFTWARE GROUP, INC

JAN-2005 TERM/POTENTIAL GRAND JURY
Check Register for 01/07/05

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Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck. Status	Court
131981-APCA	Mr MARK BUSH WOODWARD	MARK BUSH WOODWARD	222526	01/07/2005	\$10 00		115
131982-APCA	Mr CLIFFORD HUGH BOWDEN	CLIFFORD HUGH BOWDEN	190421	01/07/2005	\$10 00		115
131983-APCA	Mr RODNEY LEWIN LINDSEY	RODNEY LEWIN LINDSEY	122495	01/07/2005	\$10 00		115
131984-APCA	Mr BUFORD FRANKLIN JONES	BUFORD FRANKLIN JONES	11200	01/07/2005	\$10 00		115
131985-APCA	Ms DONNA NUGENT	DONNA NUGENT	141	01/07/2005	\$10 00		115
131986-APCA	Mr SAMUEL J CHENDWETH	SAMUEL J CHENDWETH	172296	01/07/2005	\$10 00		115
131987-APCA	Mr EDWIN J HELPENSTILL	EDWIN J HELPENSTILL	10897	01/07/2005	\$10 00		115
131988-APCA	Mr ROYCE DEAN COOK	ROYCE DEAN COOK	3250	01/07/2005	\$10 00		115
131989-APCA	Ms NETA CLIFTON	NETA CLIFTON	174278	01/07/2005	\$10 00		115
131990-APCA	Mr GLENN EDWARD CAMPBELL	GLENN EDWARD CAMPBELL	152775	01/07/2005	\$10 00		115
131991-APCA	Mr HENRY JACKSON	HENRY JACKSON	210499	01/07/2005	\$10 00		115
131992-APCA	Ms CHARLOTTE JEAN HAYGOOD	CHARLOTTE JEAN HAYGOOD	154785	01/07/2005	\$10 00		115
131993-APCA	Mr GILBERT ALBERT KALINEC	GILBERT ALBERT KALINEC	147489	01/07/2005	\$10 00		115
131994-APCA	Mr RONALD LYNN TUEL	RONALD LYNN TUEL	4639	01/07/2005	\$10 00		115
131995-APCA	Mr RONALD J SLAUGHTER	RONALD J SLAUGHTER	6924	01/07/2005	\$10 00		115
131996-APCA	Ms MARY R FANNIN	MARY R FANNIN	11145	01/07/2005	\$10 00		115
131997-APCA	Ms AMANDA COPELAND FENTON	AMANDA COPELAND FENTON	199259	01/07/2005	\$10 00		115
131998-APCA	Ms MARY JO MOORE	MARY JO MOORE	432	01/07/2005	\$10 00		115
131999-APCA	Ms MARY GIPSON	MARY GIPSON	11195	01/07/2005	\$10 00		115
132000-APCA	Ms HARRIETT MARSH	HARRIETT MARSH	142226	01/07/2005	\$10 00		115
132001-APCA	Ms CONNIE BLACK LANGE	CONNIE BLACK LANGE	154357	01/07/2005	\$10 00		115
132002-APCA	Ms TONIA JOHNSON HOLLIS	TONIA JOHNSON HOLLIS	162741	01/07/2005	\$10 00		115
132003-APCA	Mr DANA FAIR CALDWELL MOON	DANA FAIR CALDWELL MOON	141834	01/07/2005	\$10 00		115
132004-APCA	Ms LARRY W CLEMENS	LARRY W CLEMENS	215295	01/07/2005	\$10 00		115
132005-APCA	Mr JOHNNY MAC JOHNSON	JOHNNY MAC JOHNSON	19076	01/07/2005	\$10 00		115
132006-APCA	Mr WILLIAM HOPNSBY	WILLIAM HOPNSBY	145780	01/07/2005	\$10 00		115

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UPSHUR COUNTY
THE SOFTWARE GROUP INC
JAN-2005 TERM/POTENTIAL GRAND JURY
Check Register for 01 27 05
JURY SELECTION SYSTEM
C Jan 2005
PAGE 2

Check Number Title Name Check Name JURY ID Check Date Amount Cl Status Court
Check Amounts
26 records listed
\$250.00

FILED
ROBIN RODEBERG
COUNTY CLERK
05 JAN 14 PM 1:02
UPSHUR COUNTY TX
BY DEPUTY

ATTENDANCE SIGN-IN SHEET
 UPSHUR COUNTY COMMISSIONER'S COURT
 DATE: 1-14-05

1. Maurice Mack	1.
2. Margie Clement	2.
3. Charles Daniels	3. Bldg maint
4. Vance Lowrey	4. Tax
5. Jerry Kuhn	5. Const
6. Mike Kutz	6. Constable Pat 4
7. Paul Steedon	7. SHERIFFS OFF
8. Allen Weatherford	8.
9. Beverly Martin, John Bolster	9. Lineberger Law Office
10. Gary Galt	10.
11. Coddie Frazier	11. Gilmer W/D
12. Phillip Williams	12. Radenwater Mirror
13. Candace Bullock	13.
14. Myra Harris	14. Gilmer
15. Jada Fuel	15.
16. Andy Baker	16.
17.	17.
18.	18.
19.	19.
20.	20.

FILED
 ROBIN RODENBERG
 COUNTY CLERK
 05 JAN 14 PM 1:00
 UPSHUR COUNTY TX.
 BY _____
 DEPUTY