

**NOTICE OF MEETING**  
**COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS**  
**FRIDAY, APRIL 15, 2005, 9:00 AM, REGULAR SESSION**  
**3<sup>RD</sup> FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS**

**AGENDA**

- 1 Consider and take action on approval of
  - A Accept for recording all payroll changes,
  - B Payroll;
  - C Budget amendments;
  - D Accounts payable,
  - E Treasurer's monthly report,
  - F Accept Auditor reports for recording;
  - G Applications for use of Upshur County roads and rights-of-way, and
  - H Accept for recording any and all Bonds, Oaths, Deputations and Certificates.
- 2 Consider bids on property foreclosed for delinquent taxes and take action
- 3 Hear from Karmen Kelley concerning expenditures from the JP Technology Fund. Discuss and take necessary action
- 4 Discuss and take action to close Sandpiper Road
- 5 Discuss and take action concerning the Road Administrator's salary
- 6 Hear from Russell Harris, Constable Pct. 1 and Mike Kuza, Constable Pct 4 concerning repairs on their respective Constable vehicles Discuss and take action concerning repair of Constable vehicles
- 7 Discuss and take action concerning request by Mike Smith, Tax Assessor-Collector for purchase of two (2) two-drawer filing cabinets.
- 8. Discuss and take action to approve a Resolution concerning the National Incident Management System (NIMS).
- 9. Discuss and take action regarding copy machines that belong to private companies or individuals placement or removal in the County Clerk's Office
- 10 Discuss and take action regarding request for proposals for the County Depository Contract.
- 11 Discuss and take action regarding award of bids for Road and Bridge materials and equipment
- 12 Discuss and take action regarding award of bids for repair of Justice Center roof.

  
Dean Fowler,  
Upshur County Judge

FILED  
 CLERK OF COUNTY, TX  
 APR 15 2005  
 4:16 PM  
 BY \_\_\_\_\_ DEPUTY

UPSHUR COUNTY COMMISSIONERS COURT  
APRIL 15, 2005

1A. Motion by Gary Drennan seconded by Buddy Ferguson to accept for recording, all payroll changes as submitted by County Treasurer. Motion carried. Payroll changes attached.

B. Motion by Buddy Ferguson seconded by Gary Drennan to approve payroll as submitted by County Treasurer. Motion carried. Payroll registered attached.

C. Motion by James Crittendan seconded by Gary Drennan to approve budget amendments as presented by County Auditor. Motion carried. Budget amendments attached.

D. Motion by Lloyd Crabtree seconded by Gary Drennan to approve payment of bills now due. Motion carried.

Bills previously approved from last Commissioner's Court placed into minutes for recording purposes only.

E. Motion by Lloyd Crabtree seconded by James Crittenden to accept for recording Treasurer's monthly report. Motion carried. Monthly report attached.

F. Motion by Lloyd Crabtree seconded by James Crittendan to accept for recording purposes, Financial Statements and 2003 Outside Audit, as submitted by County Auditor. Motion carried.

G. Motion by Buddy Ferguson seconded by Gary Drennan to approve the following applications for use of Upshur County roads and rights of ways:

- Letter of Agreement between Upshur County and Roberta Jeffery authorizing necessary rights of ingress, egress and regress therefore for the purpose of disposing of certain dirt, silt or other by products of right of way dredging.
- Letter of Agreement between Upshur County and William Bosh 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.
- Letter of Agreement between Upshur County and Marcus Smith 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.

- Letter of Agreement between Upshur County and Sylvia Hawkins 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.
- Letter of Agreement between Upshur County and Mary Cox 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.
- Letter of Agreement between Upshur County and Sally Robertson 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.
- Letter of Agreement between Upshur County and Norman Chism 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.
- Letter of Agreement between Upshur County and Richard Adams 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.
- Permit application for use of Upshur County right of way submitted by Duward Amos to place a culvert in the row of Holly.
- Permit application for use of Upshur County right of way submitted by Mark Glover to place a culvert in the row of Raven.
- Permit application for use of Upshur County right of way submitted by Jeff Hearron to place a culvert in the row of Raven
- Notice of Proposed installation pipe and/or utility lines submitted by Etex Telephone to place a telephone line in ROW of Tangerine.
- Special road use agreement contract submitted by Clark timber to haul on Aspen road.
- Special road use agreement contract submitted by Sojourner Drilling Corporation to haul on Shag Bark.
- Special road use agreement contract submitted by Golden Land and Timber to haul on Periwinkle road.
- Application for filling abandoned well submitted by June Phillips. Well is located on Cardinal road.
- Application for filling abandoned well submitted by Beverly Bowers. Well is located on Mora Road.

Motion carried on all the above. Copies of all permits attached.

H. Motion by Gary Drennan seconded by Buddy Ferguson to accept for recording the following deputation and bond:

- Deputation of Laticia Jenkins in the Tax-Assessor/Collectors office.
- Official bond and oath of Mike Kuza, Constable of Precinct #4.

Motion carried. Deputation attached. Bond in file in County Clerks office in the official bond and oath Book.

2. Motion by Buddy Ferguson seconded by Gary Drennan to reject \$3,000.00 bid submitted for property struck off for taxes. Property described as 16.837 acres in the J. G. Reynolds survey. Motion carried.

Motion by Gary Drennan seconded by Buddy Ferguson to reject \$2,400.00 bid submitted for property struck off for taxes. Property is described as 4.4 acres in the De la serda Survey. Motion carried

Motion by James Crittendan seconded by Gary Drennan to accept \$6,800 bid submitted for property struck off for taxes. Property is described as 3 tracks, totaling 9 ½ acres in the William King Survey. Motion carried.

Motion by Gary Drennan seconded by Lloyd Crabtree to accept \$1,000.00 bid submitted for property struck off for taxes. Property is described as Lot 136, phase 1, in the Raintree Lakes Addition. Motion carried.

Motion by James Crittendan seconded by Lloyd Crabtree to accept \$7,000.00 bid for property struck off for taxes. Property is described as 3.11 acres in the Carlton survey. Motion carried.

Motion by Lloyd Crabtree seconded by Gary Drennan to accept \$600.00 bid submitted for property struck off for taxes. Property is described as ½ acre in the Pulvador survey. Motion carried.

Motion by Buddy Ferguson seconded by Gary Drennan to accept \$2,500.00 bid submitted for property struck off for taxes. Property is described as lots 1 & 2 in Shady Acres, ( 2.147 acres combined.) Motion carried.

Motion by James Crittenden seconded by Gary Drennan to accept \$5,000.00 bid submitted for property struck off for taxes. Property is described as 10 acres in William McKinley Survey. Motion carried.

Motion by James Crittendan seconded by Gary Drennan to reject \$700.00 bid submitted for property struck off for taxes. Property is described as 1 acre, located off of Hwy. 271, on Willet Road. Motion carried.

3. Motion by Buddy Ferguson seconded by James Crittendan to approve request from Computer Department for expenditure from the J.P. Technology fund. Motion carried. Documentation from computer department attached.

4. Several citizens from Commissioner's precinct 1, met with Court to discuss closing Serendipity, a county road located in precinct #1. Mr. Davis, whose land adjoins this county road, stated to court his agreement in this process and requested that road be closed. After discussion between Mr. Davis and members of the court a motion was made by Commissioner Crittenden to take Serendipity off the County inventory and make it a private road. The motion died for lack of a second.

Motion by James Crittendan seconded by Gary Drennan to table this agenda item until more information was obtained. Motion carried.

5. Motion by James Crittenden to move the road administrators salary from \$40,000.00 to \$35,000.00. Motion died for a lack of a second.

6. Motion by James Crittenden seconded by Lloyd Crabtree to approve \$346.24 in expenditures for car repair for Russell Harris, Constable of Precinct 1. Motion carried.

Motion by Gary Drennan seconded by James Crittenden to approve expenditure for car repairs in the amount of \$292.19 (less cost of a switch) for car repairs for Mike Kuza, Constable of Precinct 4. Motion carried.

7. Motion by Gary Drennan seconded by Buddy Ferguson to approve request of Tax Assessor-Collector Mike Smith to purchase two (2) drawer filing cabinets. Motion carried.

8. Motion by Buddy Ferguson seconded by James Crittenden to approve a Resolution concerning the National Incident Management System. Motion carried. Resolution attached.

9. Motion by Lloyd Crabtree seconded by James Crittenden to remove all private owned copy machines in the County Clerk's office. Judge Fowler stipulated in this motion to have machines removed by April 29, 2005. Motion carried.

10. Motion by Buddy Ferguson seconded by Gary Drennan to go out for request for

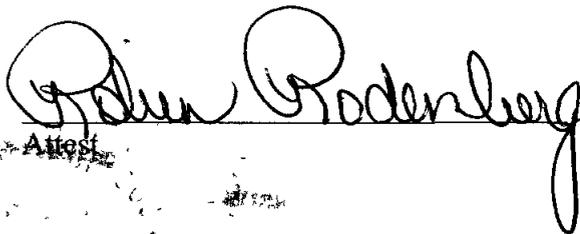
proposals for the county depository. Bids will be shut off at 5:00 p.m. May 13, 2005  
Bids will be opened May 16, 2005. Motion carried.

12. Motion by Buddy Ferguson seconded by Lloyd Crabtree to accept both bids submitted by Mr. Goodwin for the Justice Center roof. Mr. Goodwin will begin construction on the upper half (cost is \$84,000.00) and will start on lower half (cost is \$162,700.00) after new budget year begins. Motion carried.

13. Motion by Buddy Ferguson seconded by Gary Drennan to accept bids submitted for road and bridge materials and equipment recommended by Road Administrator, Bubba Pendarvis, with exception of base bids A, B and C for dump trucks. These items will be re-bid. Motion carried. All bids attached. Spreadsheet and bid recommendations attached.

Court adjourned

Attendance Sheet placed into minutes for recording purposes only.

  
Attest

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-3-05 Dept District Clerk

Employee Loring Marshall

Social Security No \_\_\_\_\_ Emp ID# 1006

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

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

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

Comments:

5 years \$10 S/M

04/03/05 anniversary date

Authorized by

Carolyn Bullock

Approved by

Date

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 04.01.05 Dept 565

Employee Ray Helperstill

Social Security No \_\_\_\_\_ Emp ID# 462

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

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

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

### Comments

14 yrs. longevity \$285/m  
03.24.05 anniversary date

Authorized by [Signature] Date 4-5-05  
 Approved by \_\_\_\_\_ Date \_\_\_\_\_

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-1-05 Dept 611 / R4B  
 Employee Earnest Beck  
 Social Security No \_\_\_\_\_ Emp. ID# 108

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

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

	Hired	Re-Hired
	Introductory Period Ended	Merit Increase
	Promotion	Transfer
X	Longevity Increase	Demotion
	Re-evaluation of Job	Retirement
	Layoff	Discharged
	Leave-of-Absence	Other

Comments 7 years Longevity #14 s/m

04/01/05 anniversary date

Authorized by [Signature] Date 5-6-05  
 Approved by \_\_\_\_\_ Date \_\_\_\_\_

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-16-05 Dept 499

Employee Laticia Jenkins

Social Security No \_\_\_\_\_ Emp ID# 143

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

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

	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
X	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments 7 years longevity #14 s/m

4-20-05 anniversary date

Authorized by: Michael Smith Date 4/1/05

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



DEP	Check Number	Check Date	GPCSS PAY	GROSE PAY	Issued to
	A				
450	136181013-PC	04/15/05	1 545 52	1,545 52	DULLOCK CAROLYN SUE
	A				
450	136181016-PC	04/15/05	694 95	694 95	PATE, CASEY N
	A				
450	18539-PCA	04/15/05	807 68	807 68	RICHARDSON, MARGARET
	A				
450	136181014-PC	04/15/05	933 03	933 03	CHEVALIER MELISSA
	A				
450	18538-PCA	04/15/05	1,063 64	1,063 64	HENSON, TEENA
***				6,720 48	
451	136181020-PC	04/15/05	755 90	755 90	NOXPRED LAURA L
	A				
451	136181019-PC	04/15/05	978 08	978 08	MANES AMNA WYONE
	A				
451	136181018-PC	04/15/05	1,133 00	1,133 00	SPIMES, ARNOLD
	A				
***				2 866 98	
452	136181021-PC	04/15/05	879 24	879 24	GRIFFITH, MICHELE D
	A				
452	136181022-PC	04/15/05	826 20	826 20	PEEL, KIMBERLY A
	A				
452	136181023-PC	04/15/05	1,133 00	1,133 00	POTTER, LYLE M
	A				
***				2,838 44	
453	136181025-PC	04/15/05	1,133 00	1,133 00	FERRY, CAROLYN JD
	A				
453	136181024-PC	04/15/05	875 24	875 24	BINGHAM, BRANDY L
	A				
***				2,008 24	
454	18540-PCA	04/15/05	951 44	951 44	JEWKES SHERYL L
454	18542-PCA	04/15/05	114 62	114 62	RUSSELL, JAMES D
454	18541-PCA	04/15/05	1 133 00	1 133 00	RAY, WILLIAM WALTON
***				2,199 06	
476	18545-PCA	04/15/05	1 418 54	1,418 54	MCCRAVEN TRACI LYN
476	136181028-PC	04/15/05	1,590 38	1,590 38	JETER, DONALD R
	A				
476	136181026-PC	04/15/05	2,213 89	2,213 89	CAPNER TIMOTHY J
	A				
476	136181027-PC	04/15/05	1,030 05	1,030 05	HARRIS, NANCY J
	A				
476	18543-PCA	04/15/05	1,289 84	1 289 84	CHILDRESS, KELLY A
476	18544-PCA	04/15/05	618 00	618 00	GREEN, STEPHANIE
476	136181030-PC	04/15/05	1,666 67	1,666 67	WOOD, ROBYN K
	A				
476	136181029-PC	04/15/05	1,281 73	1,281 73	JONES, EVELYN D
	A				

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DEP	Check Number	Check Date	GROSS PAY	GROSS PAY	Issued to
***				11,109 10	
495	136181031-PC	04/15/05	1,111 36	1,111 36	HUTCHINS, WANDA L
	A				
495	18546-PCA	04/15/05	1,728 94	1,728 94	LONG, PAMELA GAY
***				2,840 30	
497	18548-PCA	04/15/05	835 46	835 46	POWELL, CRYSTAL A
497	136181032-PC	04/15/05	1,545 52	1,545 52	HARRIS MYRA N
	A				
497	136181033-PC	04/15/05	1,077 64	1,077 64	TJEL, LINDA LOUISE
	A				
497	18547-PCA	04/15/05	245 20	245 20	EVANS, MINA LEE
***				3,703 82	
499	18553-PCA	04/15/05	938 29	938 29	LEONARD, FONDA K
499	136181036-PC	04/15/05	896 51	896 51	GIBSON CARLA R
	A				
499	18555-PCA	04/15/05	894 51	894 51	NEELEY, LISA D
499	136181034-PC	04/15/05	888 51	888 51	DAVIS BRANDY H
	A				
499	18551-PCA	04/15/05	900 51	900 51	JENKINS, LATICIA ANN
499	136181038-PC	04/15/05	1,545 52	1,545 52	SMITH, MICHEAL LOYD
	A				
499	136181039-PC	04/15/05	901 01	901 01	WHITAKER LADONNA
	A				LEE
499	136181035-PC	04/15/05	1,014 60	1,014 60	GENTRY, PAULA A
	A				
499	18550-PCA	04/15/05	1,008 60	1,008 60	POWELL, LUANA GAIL
499	136181037-PC	04/15/05	940 29	940 29	HILL, BARBARA A
	A				
499	18554-PCA	04/15/05	900 51	900 51	MCKINLEY CHARLOTTE
					ELAINE
499	18549-PCA	04/15/05	898 51	898 51	HARRIS, JOANNA S
499	18552-PCA	04/15/05	1,107 64	1,107 64	LAMINACK, SHERRON H
***				12,835 01	
509	136181040-PC	04/15/05	355 58	355 58	STILL, DOPIS E
	A				
509	18556-PCA	04/15/05	1,046 38	1,046 38	RHODEN STELLA GINA
***				1,401 26	
510	18559-PCA	04/15/05	837 46	837 46	HUDGINS ROYCE L 2
510	18560-PCA	04/15/05	782 42	782 42	TURNER, LAPRY A
510	18557-PCA	04/15/05	1,051 12	1,051 12	COW, JOHN RUBIN
510	18558-PCA	04/15/05	1,221 60	1,221 60	DANIELS CHARLES D
***				3,992 60	
551	136181041-PC	04/15/05	885 07	885 07	HARRIS RUSSELL T
	A				

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DEP	Check Number	Check Date	GROSS PAY	GROSS PAY	Issued to
***				885 07	
552	136181042-PC A	04/15/05	885 07	885 07	ROGERS WILLIAM A
***				885 07	
552	18561-PCA	04/15/05	885 07	885 07	KUHN, JERRY LYNN
***				885 07	
554	136181043-PC A	04/15/05	885 07	885 07	KJZA, HENRY MICHAEL II
***				885 07	
560	136181050-PC A	04/15/05	1,617 71	1,617 71	STANLEY, TIMOTHY S
560	18562-PCA	04/15/05	1,645 43	1,645 43	BETTERTON, ANTHONY S
560	18564-PCA	04/15/05	1,199 51	1,199 51	DAVIDSON, JUSTIN SCOTT
560	136181047-PC A	04/15/05	1,199 51	1,199 51	GROSS, DON LARRY
560	18574-PCA	04/15/05	1,199 51	1,199 51	TAYLOR, ANTHONY M
560	18573-PCA	04/15/05	1,180 26	1,180 26	STACENER CALEB L
560	136181046-PC A	04/15/05	1,367 91	1,367 91	DICKERSON DAVID LEE
560	18569-PCA	04/15/05	490 32	490 32	MULLINS, ANDREW CHASE
560	136181053-PC A	04/15/05	1,448 96	1,448 96	YOUNG, LELAND WAYNE
560	18566-PCA	04/15/05	1,303 08	1,303 08	FORTSON LARRY WAYNE
560	18570-PCA	04/15/05	1,250 04	1,250 04	MURPHY MADRA H
560	136181044-PC A	04/15/05	1,371 91	1,371 91	ALFORD, JOHN MATTHEW
560	136181049-PC A	04/15/05	1,246 04	1,246 04	MOORE, JERRY A
560	18565-PCA	04/15/05	1,297 08	1,297 08	DEQUIR, JAMES A
560	18575-PCA	04/15/05	952 29	952 29	THOMPSON, NANCY K
560	18568-PCA	04/15/05	1,171 73	1,171 73	MATTHEWS, GENEVA NELL
560	18571-PCA	04/15/05	1,434 96	1,434 96	ROBERTS GARY DALE
560	18563-PCA	04/15/05	1,207 51	1,207 51	DANIELS, JOE NATHAN
560	18567-PCA	04/15/05	1,207 51	1,207 51	MARTIN, JOSHUA P
560	136181051-PC A	04/15/05	1,314 87	1,314 87	TILLERY, HIRAM D
560	136181048-PC A	04/15/05	1,234 04	1,234 04	MASSOLETTI MARTY
560	18572-PCA	04/15/05	1,288 63	1,288 63	STEELMAN, PAUL A
560	136181045-PC A	04/15/05	1,324 87	1,324 87	DAVIS, SCOTT WAYDE II
560	136181052-PC A	04/15/05	1,375 91	1,375 91	WAPPEN ROYANNE
***			30,331 50		

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DEP	Check Number	Check Date	GROSS PAY	GROSS PAY	Issued to
565	18582-PCA	04/15/05	936 29	936 29	HUGHES, KAREN S
565	18584-PCA	04/15/05	1 154 39	1 154 39	MCCAULEY, JILL A
565	136181075-PC	04/15/05	1,066 90	1,066 90	YOUNGBLOOD, JOHN MICHAEL
565	18585-PCA	04/15/05	1,066 90	1,066 90	MONTS, DEBRA J
565	136181059-PC	04/15/05	1,152 39	1 152 39	BLEDSOE, TRACI K
565	18578-PCA	04/15/05	1,066 90	1,066 90	DAVIDSON, STEPHANIE
565	12583-PCA	04/15/05	1,152 39	1,152 39	JOHNSON, JOHNNY J
565	136181073-PC	04/15/05	1,066 90	1,066 90	WARPEN, DENNIS C
565	18577-PCA	04/15/05	1,066 90	1,066 90	CHOYCE, LAWANA J
565	136181060-PC	04/15/05	1,060 90	1,060 90	BRASHER, WILLIAM A
565	136181066-PC	04/15/05	1,117 95	1,117 95	MONTGOMERY, HERMAN C JR
565	136181067-PC	04/15/05	843 68	843 68	OLLEP, TRACY E
565	136181057-PC	04/15/05	1,062 90	1,062 90	BASKERVILLE, MELANIE
565	136181058-PC	04/15/05	877 24	877 24	BISHOP, LOPA ANN
565	136181064-PC	04/15/05	1 049 64	1,049 64	HUDSPETH, DONALD T
565	136181068-PC	04/15/05	1,060 90	1,060 90	PAGE, JAMES E
565	18580-PCA	04/15/05	1 049 64	1,049 64	GRISWOLD, JAMES E
565	136181055-PC	04/15/05	1 235 30	1,235 30	ANDREWS, TEFESA L
565	136181074-PC	04/15/05	1,060 90	1,060 90	WOLOSZYN, RICHARD JOHN
565	136181061-PC	04/15/05	1,138 78	1,138 78	GAGE, GARY DON
565	136181054-PC	04/15/05	1,060 90	1,060 90	ALLEN, STELLA M
565	136181070-PC	04/15/05	1 060 90	1,060 90	SMITH, VIVIAN M
565	18579-PCA	04/15/05	1,144 65	1,144 65	DAVIS, JAMES RODNEY
565	136181065-PC	04/15/05	1,060 90	1,060 90	MCHENPY ANNITA
565	136181063-PC	04/15/05	1,060 90	1,060 90	HUBBARD, STEVEN A
565	18586-PCA	04/15/05	1,017 13	1,017 13	MORRIS, REBEKAH A
565	136181071-PC	04/15/05	1,017 13	1,017 13	THOMAS, CLINT
565	136181072-PC	04/15/05	1,017 13	1,017 13	WADE, CHAD D
565	18588-PCA	04/15/05	1,508 51	1,508 51	SANDERS BOBBY NEAL
565	136181062-PC	04/15/05	1,271 93	1,271 93	GRISWOLD, JAMES E
565	136181056-PC	04/15/05	1,062 90	1,062 90	BAPBER, BILLIE DAF ENE
565	18574-PCA	04/15/05	1 090 90	1,090 90	BEAN, ELIZABETH M
565	18591-PCA	04/15/05	878 72	878 72	WALKER, DIANE
565	136181069-PC	04/15/05	1,115 95	1,115 95	SEWELL, LARRY W
565	18581-PCA	04/15/05	1,088 90	1,088 90	HELLENSTILL, RAY B

LEP	Check Number	Check Date	GROSS PAY	GROSS PAY	Issued to
565	18587-PCA	04/15/05	1,139 95	1,139 95	NIELL, SHERRY L
565	18590-PCA	04/15/05	1,160 39	1,160 39	WADE, ALAN M
565	18599-PCA	04/15/05	1,122 90	1,122 90	TEFFTELLER, ALLEN K
***				41,174 48	
570	18595-PCA	04/15/05	1,485 00	1,485 00	MCJIMSEY, BRUCE F
570	136181079-PC	04/15/05	1,560 00	1,560 00	HODGES, RANDAL R
	A				
570	136181081-PC	04/15/05	1,740 00	1,740 00	LOFTICE, MIKKI
	A				MICHELLE
570	18593-PCA	04/15/05	900 00	900 00	DURRUM, JAMES
570	136181080-PC	04/15/05	1,790 00	1,790 00	HUDGINS, ROYCE L
	A				3FD
570	18592-PCA	04/15/05	955 00	955 00	BERRY, DEBORAH DENISE
570	18596-PCA	04/15/05	2,445 00	2,445 00	PAY, JIMMY DARRELL
570	136181077-PC	04/15/05	1,103 75	1,103 75	GRANT, GLENDA ANN
	A				
570	136181078-PC	04/15/05	1,281 25	1,281 25	HANCOCK, KATHRYN B
	A				
570	136181076-PC	04/15/05	1,975 00	1,975 00	BROWN, CHRISTOPHER E
	A				
570	136181083-PC	04/15/05	2,027 50	2,027 50	SPIVEY, JOHN K
	A				
570	18597-PCA	04/15/05	930 00	930 00	WARREN, SHERRY L
570	18594-PCA	04/15/05	1,485 00	1,485 00	GEE, LINDA H
570	136181082-PC	04/15/05	1,527 50	1,527 50	SMITH, TRACY B
	A				
***				21,205 00	
575	136181085-PC	04/15/05	1,270 00	1,270 00	HERNDON, LORIE A
	A				
575	18599-PCA	04/15/05	924 13	924 13	HILL, JESSICA L
575	18598-PCA	04/15/05	720 00	720 00	AWEY, RONNIE L
575	136181087-PC	04/15/05	2,020 00	2,020 00	WYLIE, MILTON J
	A				
575	136181084-PC	04/15/05	1,341 00	1,341 00	EDWARDS, SANDRA D
	A				
575	136181086-PC	04/15/05	1,482 00	1,482 00	SMITH, MELINDA L
	A				
***				7,757 13	
580	136181088-PC	04/15/05	1,063 64	1,063 64	EDGE, PAMELA S
	A				
***				1,063 64	
611	18614-PCA	04/15/05	978 72	978 72	MARTIN, LISA A
611	18602-PCA	04/15/05	929 03	929 03	BECK, EARNEST EARL
611	18625-PCA	04/15/05	947 55	947 55	VALENTINE, MERLE
					WAYNE
611	136181090-PC	04/15/05	693 05	693 05	BREWSTER, MICKEY C
	A				
611	18628-PCA	04/15/05	1,025 12	1,025 12	WEIGHT, JERRY D

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DEP	Check Number	Check Date	GROSS PAY	GROSS PAY	Issued to
611	136181092-PC A	04/15/05	892 51	892 51	HOYE, EARNEST T
611	18629-PCA	04/15/05	808 94	808 94	YINGLING, GARY D
611	18622-PCA	04/15/05	812 94	812 94	TACKETT, CLIFFORD A
611	18604-PCA	04/15/05	643 28	643 28	CAMPBELL, THOMAS M JR
611	18603-PCA	04/15/05	785 38	785 38	BROWN, MARCUS A
611	136181091-PC A	04/15/05	643 28	643 28	COUTON, JAMES G
611	18623-PCA	04/15/05	795 68	795 68	TENNISON, RICHARD EARL
611	18610-PCA	04/15/05	808 94	808 94	HOLEMAN LUTHER LYNN
611	18620-PCA	04/15/05	785 38	785 38	STEGALL TIMOTHY PHIL
611	18626-PCA	04/15/05	785 38	785 38	WALTERS RICHARD W
611	18613-PCA	04/15/05	785 38	785 38	JONES, MITCHAEAL S
611	12609-PCA	04/15/05	594 91	594 91	GUNN, GORDON
611	18617-PCA	04/15/05	785 38	785 38	NICHOLS, RICHARD L
611	18611-PCA	04/15/05	785 38	785 38	HUSAR, KURT
611	12619-PCA	04/15/05	1,130 69	1,130 69	SMITH, EDDIE J
611	18618-PCA	04/15/05	1,666 67	1,666 67	PENDARVIS, ABBOTT LYNN
611	18621-PCA	04/15/05	1,329 60	1,329 60	STOKER JAMES LOUIS
611	12612-PCA	04/15/05	1,051 12	1,051 12	JEFFERY, DONALD RAY
611	18605-PCA	04/15/05	1,035 86	1,035 86	CROCKETT, HARRY JAMES
611	18608-PCA	04/15/05	947 55	947 55	GLENN BILLY E
611	12607-PCA	04/15/05	643 28	643 28	EDWARDS, GENERAL LEE
611	12630-PCA	04/15/05	974 08	974 08	YOUNG, JOEY A
611	18627-PCA	04/15/05	962 81	962 81	WALTON, LLOYD H
611	18615-PCA	04/15/05	808 94	808 94	MCCAULEY, JAMES L
611	12616-PCA	04/15/05	1,027 86	1,027 86	NELSON, WILLIAM B
611	136181093-PC A	04/15/05	1,027 86	1,027 86	RITTER, DON L
611	136181089-PC A	04/15/05	1,120 69	1,120 69	BLACKSTONE, WILLY PAT
611	18606-PCA	04/15/05	1,116 69	1,116 69	DAVIS, GARY W
611	12624-PCA	04/15/05	1,063 64	1,063 64	THOMPSON, DANNY R
611	12601-PCA	04/15/05	978 08	978 08	BARNES, MICHAEL H
611	12600-PCA	04/15/05	1,004 60	1,004 60	ALBRIGHT, GAYLE DAVID
***				33,176 25	
642	136181094-PC A	04/15/05	1,462 22	1,462 22	JOHNSON, GERALD DON
***				1,462 22	
650	136181095-PC A	04/15/05	695 59	695 59	DAVIDSON TINA J
650	136181097-PC A	04/15/05	1,381 83	1,381 83	SEMRAU, RUTH E
650	18633-PCA	04/15/05	162 23	162 23	WEATHERBY STEVEN A
650	18631-PCA	04/15/05	182 83	182 83	RHEA, LARA J

DEP	Check Number	Check Date	GROSS PAY	GROSS PAY	Issued to
650	18632-PCA	04/15/05	958 29	958 29	SMITH, EMMA JEAN
650	18634-PCA	04/15/05	945 03	945 03	WILLIAMS, JANET C
650	136181096-PCA A	04/15/05	851 46	851 46	GILES, PEGGY J

\*\*\* 5,177 26

655	136181098-PCA A	04/15/05	353 64	353 64	HILL, BRIAN K
665	18636-PCA	04/15/05	353 64	353 64	WIGGINS, PAMELA ROCHELLE
665	18635-PCA	04/15/05	1,077 64	1,077 64	CAMPBELL, MARY ROSE

\*\*\* 1,784 92

225 491 54

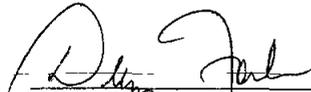
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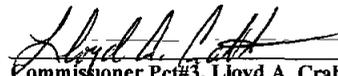
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EMPLOYEE ID & NAME		PAY COMPONENTS		EMPLOYER - PAID CONTRIBUTIONS						
		TYPE	CURR	YTD	TYPE	TXBL	AMOUNT	CURR	QTD	YTD
TOTALS -- ALL DEPARTMENTS		411	0 00	0 00	FICA	13530 82	GROSS	225,491 54	225,491 54	1536006 21
Total # of Employees	208	BAIL/H	0 00	0 00	INCL	0 00	125AH	86 92	86 92	508 44
Total # of Checks	109	BALIFF	513 04	3,591 28	INLCO	0 00	125CL	230 99	230 99	1564 59
Total # of DD Stills	99	CCP/QT	1,120 00	8,732 50	MDCR	3164 52	125CO	3,731 67	3,731 67	27018 55
Total # of Prenotes	4	CTFEES	0 00	1,391 27	RET	19806 24	125FC	195 39	195 39	1367 73
		CTSECU	50 00	350 00			125NF	387 58	387 58	2713 06
		DA/32	0 00	0 00			125TL	94 93	94 93	664 51
		H	7,321 11	48,242 56			125UN	1,363 85	1,363 85	9376 95
		J-IVE	1,381 33	9,743 15			CSCD/BENEF	960 83	960 83	6725 81
		J-PSD	2,996 75	17,280 73			DEFCO	262 21	262 21	1835 47
		J-PSF	813 05	5,463 51			INSPF	118 41	118 41	828 87
		J-SA	473 00	3,325 00			RET	15,336 61	15,336 61	104407 96
		J-SAID	1,371 00	9,597 00			VALIC	260 00	260 00	1410 00
		JPUJ7	184 82	1,293 74			NET TXBL	202,380 56	202,380 56	1375313 14
		JUV	200 00	1,400 00			FED W/H	16,724 04	16,724 04	115407 31
		JUV/SU	0 00	1,250 00			FICA TXBL	218,239 38	218,239 38	1482966 57
		LAWCTB	65 64	466 48			FICA	13,530 82	13,530 82	91943 70
		LDNG	1,562 00	11,014 00			MEDICARE	3,164 52	3,164 52	21503 21
		PROB	18,905 00	132,335 00			EIC	0 00	0 00	0 00
		PROB/H	900 00	1,800 00			1012	88 00	88 00	616 00
		PROB/D	280 00	4,523 75			1076	181 13	181 13	1267 91
		SAL	185,392 05	257,515 99			1231	300 00	300 00	2100 00
		SAC-H	485 56	3,398 92			1394	188 16	188 16	1160 80
		SAL/91	0 00	0 00			441	85 50	85 50	598 50
		SIAI	62 50	437 50			791	0 00	0 00	0 00
		STATE	17,199 35	87,393 45			878	0 00	0 00	0 00
		SUPP	208 34	1,458 38			ALLTEL/PCA	0 00	0 00	0 00
							CSCD/LIFE	25 61	25 61	179 27
		COMP	0 00	0 00			INSAH	8 10	8 10	56 70
		HOLIDA	0 00	0 00			INSCD	27 04	27 04	189 28
		SICK	0 00	-71 30			INSCO	1,030 83	1,030 83	8215 93
		VAC	0 00	0 00			INSFC	70 75	70 75	495 25
							INSNF	81 08	81 08	567 56
							GTH	147 00	147 00	1043 00
							PETP	727 50	727 50	5092 50
							PFNB	1,930 00	1,930 00	13410 00
							PGNB	722 50	722 50	5057 50
							SUP10	125 00	125 00	875 00
							SUPP7	130 00	130 00	910 00
							TRUSTEE	115 00	115 00	782 50
							TRUSTEE/2	100 00	100 00	700 00
							TRUSTEE/3	152 50	152 50	1067 50
							TRUSTEE/4	240 00	240 00	1680 00
							TXGSLG	208 50	208 50	1459 50
							NET PAY	162,156 57	162,156 57	1098105 45

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
133608-APC	04/15/05	UPSHUR CO CSCD BENEFITS ACCOUNT	960 83
133609-APC	04/15/05	UPSHUR CO CSCD BENEFITS ACCOUNT	25 61
133610-APC	04/15/05	NATIONWIDE RETIREMENT	262 21
133611-APC	04/15/05	FIRST NATIONAL BANK GILMER	33,390 68
133612-APC	04/15/05	FIRST NATIONAL BANK GILMER	16,724 04
133613-APC	04/15/05	HEALTHFIRST TPA	1,363 85
133614-APC	04/15/05	UPSHUR COUNTY IRC/125	387 58
133615-APC	04/15/05	UPSHUR COUNTY IRC/125	195 39
133616-APC	04/15/05	UPSHUR COUNTY IRC/125	86 92
133617-APC	04/15/05	UPSHUR COUNTY IRC/125	94 93
133618-APC	04/15/05	UPSHUR COUNTY IRC/125	230 99
133619-APC	04/15/05	UPSHUR COUNTY IRC/125	3,802 29
133620-APC	04/15/05	ATTORNEY GENERAL OF TEXAS	149 00
133621-APC	04/15/05	EAST TEXAS PROFESSIONAL	727 50
133622-APC	04/15/05	FIRST NATIONAL BANK	1,930 00
133623-APC	04/15/05	GILMER NATIONAL BANK	722 50
133624-APC	04/15/05	UPSHUR COUNTY INSURANCE ACCOUNT	1 030 83
133625-APC	04/15/05	OFFICE OF THE ATTORNEY GENERAL	125 00
133626-APC	04/15/05	TXCSDU	68 00
133627-APC	04/15/05	TXCSDU	300 00
133628-APC	04/15/05	TXCSDU	181 13
133629-APC	04/15/05	OFFICE OF THE ATTORNEY GENERAL	189 16
133630-APC	04/15/05	TXCSDU	65 50
133631-APC	04/15/05	SHARON KEMP #0539655371	130 00
133632-APC	04/15/05	MICHAEL GROSS	115 00
133633-APC	04/15/05	MICHAEL GROSS	100 00
133634-APC	04/15/05	MICHAEL GROSS	152 50
133635-APC	04/15/05	STANDING CHAPTER 13 TRUSTEE	240 00
133636-APC	04/15/05	TG	208 50
133637-APC	04/15/05	VALIC	260 00
Total for All Payments -			64 258 94

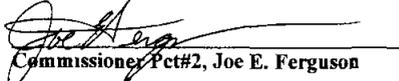
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County Judge, Dean Fowler

  
Commissioner Pct#3, Lloyd A. Crabtree

  
Commissioner Pct#1, James Crittenden

  
Commissioner Pct#4, Gary Dreanan

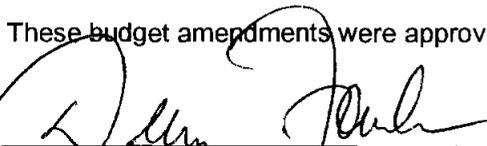
  
Commissioner Pct#2, Joe E. Ferguson

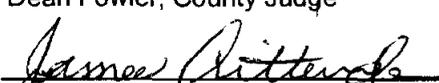
FY 2005  
FROM April 15, 2005

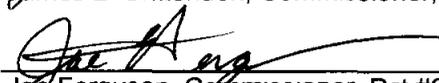
LINE ITEM TRANSFER BUDGET AMENDMENTS  
TO

Commissioners Court		Commissioners Court	
10-401-3010	Office Supplies \$ 50 00	10-401-4230	Bonds \$ 50 00
Unemployment		Unemployment	
10-403-2150	Soc Sec \$ 98 78	10-403-2450	Unemployment \$ 98 78
10-405-2150	Soc Sec \$ 8 24	10-405-2450	Unemployment \$ 8 24
10-411-2150	Soc Sec \$ 0 08	10-411-2450	Unemployment \$ 0 08
10-435-2150	Soc Sec \$ 19 27	10-435-2450	Unemployment \$ 19 27
10-476-2150	Soc Sec \$ 285 39	10-476-2450	Unemployment \$ 285 39
10-499-2150	Soc Sec \$ 70 25	10-499-2450	Unemployment \$ 70 25
10-509-2150	Soc Sec \$ 46 06	10-509-2450	Unemployment \$ 46 06
10-510-2150	Soc Sec \$ 4 43	10-510-2450	Unemployment \$ 4 43
10-565-2105	Soc Sec \$ 212 48	10-565-2450	Unemployment \$ 212 48
10-665-2150	Soc Sec \$ 5 08	10-665-2450	Unemployment \$ 5 08
Non-Departmental		Non-Departmental	
10-409-4200	Property & Gen Liab \$ 5,560 00	10-409-4175	Postmortem \$ 5,560 00
115th Dist Ct		115th Dist Ct	
10-435-4110	Senate 7 bill appts \$ 10,605 00	10-435-4120	Ct Appt Civil \$ 10,605 00
District Clerk		District Atty	
10-476-4135	Dues \$ 60 00	10-450-3095	Books \$ 60 00
Tax Assessor		Tax Assessor	
10-499-1200	Salary Regular Employee \$ 62 50	10-499-1900	Supplements \$ 62 50
County Sheriff		County Sheriff	
10-560-5350	Communication equipt \$ 527 60	10-560-3150	Investigative \$ 424 64
		10-560-3240	Tires \$ 102 96
County Jail		County Jail	
10-565-1200	Salary Regular Employee \$ 2,964 35	10-565-1300	Part-time employees \$ 2,964 35
10-565-5750	Misc Equipt \$ 130 00	10-565-5350	Communication equipt \$ 130 00
Road & Bridge		Road & Bridge	
10-611-3360	Slurry Seal \$ 50,000 00	10-611-5600	Road Equipment \$ 50,000 00
	<b>\$ 20,709.51</b>		<b>\$ 20,709.51</b>

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

Approved Disbursements

THE SOFTWARE GROUP, INC

Checking Account(s) APCA FNB INS FNB 125  
Disbursements Made from 03/31/05 thru 04/14/05

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
133396-APCA	03/31/05	UPSHUR CO CSCD BENEFITS ACCO	\$760 83	\$760 83	CSCD STATE BENEFITS
133397-APCA	03/31/05	UPSHUR CO CSCD BENEFITS ACCO	\$25 61	\$25 61	CSCD STATE LIFE INSURANCE
133398-APCA	03/31/05	NATIONWIDE RETIREMENT	\$262 21	\$262 21	ENTITY#52039 PAYROLL DEDUCTIONS
133401-APCA	03/31/05	HEALTHFIRST TPA	\$1 363 85	\$1,363 85	125/HEALTHCARE REIMBURSEMENT
133402-APCA	03/31/05	UPSHUR COUNTY IRC/125	\$387 58	\$387 58	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
133403-APCA	03/31/05	UPSHUR COUNTY IRC/125	\$195 39	\$195 39	125/AFLAC PAYROLL DEDUCTION
133404-APCA	03/31/05	UPSHUR COUNTY IRC/125	\$86 92	\$86 92	125/AMERICAN HERITAGE PAYROLL DEDUCTION
133405-APCA	03/31/05	UPSHUR COUNTY IRC/125	\$94 93	\$94 93	125/TRANSPORT LIFE PAYROLL DEDUCTION
133406-APCA	03/31/05	UPSHUR COUNTY IRC/125	\$240 31	\$240 31	125/CENTRAL UNITED PAYROLL DEDUCTION
133407-APCA	03/31/05	UPSHUR COUNTY IRC/125	\$3 938 51	\$3,938 51	125 DEPENDENT INS PREMIUMS/PAYROLL
133408-APCA	03/31/05	ATTORNEY GENERAL OF TEXAS	\$149 00	\$149 00	HARRY CROCKETT #98302DR
133409-APCA	03/31/05	EAST TEXAS PROFESSIONAL	\$727 50	\$727 50	ETPCU/PAYROLL SAVINGS PLAN
133410-APCA	03/31/05	FIRST NATIONAL BANK	\$1 930 00	\$1,930 00	FNB/PAYROLL SAVINGS PLAN
133411-APCA	03/31/05	GILMER NATIONAL BANK	\$722 50	\$722 50	GNB/PAYROLL SAVINGS PLAN
133412-APCA	03/31/05	POLICE AND FIREMEN'S INS ASS	\$236 75	\$236 75	#0004212440-2 UP CO SHERIFF DEPT
133413-APCA	03/31/05	UPSHUR COUNTY INSURANCE ACCO	\$1 418 97	\$1,418 97	DEPENDENT INS PREMIUMS/PAYROLL
133414-APCA	03/31/05	OFFICE OF THE ATTORNEY GENER	\$125 00	\$125 00	JOEY YOUNG
133415-APCA	03/31/05	TXCSDU	\$88 00	\$88 00	NO05932949/STANLEY
133416-APCA	03/31/05	TXCSDU	\$300 00	\$300 00	#96-291-DR, 451-96-7891
133417-APCA	03/31/05	TXCSDU	\$181 13	\$181 13	JUSTIN DAVIDSON #510-03
133418-APCA	03/31/05	OFFICE OF THE ATTORNEY GENER	\$182 16	\$182 16	AG#0009263676, AG#0009753159
133419-APCA	03/31/05	TXCSDU	\$85 50	\$85 50	LARPY SEWELL
133420-APCA	03/31/05	SHARON KEMP #0539655371	\$130 00	\$130 00	EARL BECK
133422-APCA	03/31/05	MICHAEL GROSS	\$115 00	\$115 00	CASE#04-20199 DERONDA CAIN
133423-APCA	03/31/05	MICHAEL GROSS	\$100 00	\$100 00	CASE#01-62328 KAREN HUGHES
133424-APCA	03/31/05	MICHAEL GROSS	\$152 50	\$152 50	CASE#02-63533 STELLA ALLEN

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Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

Disbursements Made from 03/31/05 thru 04/14/05

THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
133425-APCA	03/31/05	STANDING CHAPTER 13 TRUSTEE	\$240 00	\$240 00	CASE#04-20505 TRACI BLEDSDE
133426-APCA	03/31/05	TG	\$208 50	\$208 50	WAGE WITHHOLDING PAYMENT
133427-APCA	03/31/05	VALIC	\$200 00	\$200 00	PAYROLL DEDUCTIONS
133428-APCA	03/31/05	FIRST NATIONAL BANK GILMER	\$1,090 06	\$1,090 06	FICA MEDICARE PAYROLL DEDUCTIONS
133429-APCA	03/31/05	FIRST NATIONAL BANK GILMER	\$1,187 18	\$1,187 18	WITHHOLDING PAYROLL DEDUCTIONS
133430-APCA	03/31/05	TEXAS COUNTY & DISTRICT RETI	\$1,122 00	\$1,122 00	UNIT#329 MONTHLY REPORT
133431-APCA	03/31/05	A & E MILL AND WELDING SUPPL	\$30 00	\$24 00 \$6 00	R1B-#173125/CYL RENT(2)ACEM, OX150, OX275 R1B-#173000/ACEL CYL RENT
133432-APCA	03/31/05	A-1RENTAL	\$99 00	\$99 00	CD BLDG-#31034/EQUIP RENTAL
133433-APCA	03/31/05	ACCU CHEM LABORATORIES	\$425 00	\$425 00	CCP-U985 #532141, 42 54 & 532260 PROFILES
133434-APCA	03/21/05	ACOMA SIGNS	\$1,195 00	\$1,195 00	CD S-GRAPHICS FOR JARS
133435-APCA	03/31/05	ADT SECURITY SERVICES, INC	\$64 52	\$30 99 \$33 54	JP#3-#01200154303848/-4/01-30/05 CHARGES JP#1-#5349260/-4/01-30/05 SERVICES
133436-APCA	03/31/05	AIR BRAKE SPECIALIST	\$494 15	\$494 15	R1B-AIR COMPRESSOR SHIPPING
133437-APCA	03/31/05	ALLTEL	\$165 38	\$18 48 \$1 88 \$0 33 \$135 80 \$4 79 \$3 17 \$0 93	JP#5-#010445713123/3/22/05 BILLING TELE COM-#010167346123/3/22/05 BILLING TELE COM-#010161252123/3/22/05 BILLING TELE COM-#010721812123/3/22/05 BILLING TELE COM-#010778716123/3/22/05 BILLING TELE COM-#010167349123/3/22/05 BILLING JP#1-#010548693123/3/22/05 BILLING
133438-APCA	03/31/05	ALLTEL	\$672 41	\$163 29 \$12 26 \$338 37 \$50 93 \$71 92 \$35 64	D A-#GM02648/3/09/05 BILLING JP#4-#GM00999/3/09/05 BILLING R2B-#GM263HT/3/09/05 BILLING JUV PROB-#GM00626 0 SUP&CCP-#GM00318 03/29/05 CD BLDG-#LT3822V/3/22/05 BILLING
133439-APCA	03/31/05	AMERICAN ELECTRIC POWER	\$661 92	\$38 74 \$505 38 \$16 77 \$101 03	ROCK BLDG-#96924788308/-1/10-3/12/05 SERVICE CD LIB-#96918788306/-2/10-3/12/05 SERVICE CD BLDG-#96951096308/-2/10-3/12/05 SERVICE JP#3-#96404792002/-2/21-3/22,05 SERVICE
133440-APCA	03/31/05	AMOS SKINNER	\$3 240 00	\$1,220 00 \$2,020 00	R1B-HAULING-3/01-04/05 R1B-HAULING/3/07-21/05
133441-APCA	03/31/05	ARAMARK UNIFORM SERVICES INC	\$810 65	\$141 27 \$81 48	R1B-#18717001/UNIFORM SERVICE R1B-#18713001/UNIFORM SERVICE

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THE SOFTWARE GROUP, INC

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				\$141 27	R&B-#18717001/UNIFORM SERVICE
				\$51 53	R&B-#18713001/UNIFORM SERVICE
				\$153 88	R&B-#18717001/UNIFORM SERVICE
				\$55 21	R&B-#18713001/UNIFORM SERVICE
				\$138 68	R&B-#16717001/UNIFORM SERVICE
				\$47 33	R&B-#18713001/UNIFORM SERVICE
133442-APCA	03/31/05	ARMOR MATERIALS	\$2 116 80	\$1,433 32	R&B-OIL DIRT/51 19 TON @ \$28 00
				\$683 48	R&B-OIL DIRT/24 41 TON @ \$28 00
133443-APCA	03/31/05	BAKER & TAYLOR INC	\$100 23	\$100 23	CC LIB-BOOKS
133444-APCA	03/31/05	BAXTER SALES CO INC	\$407 03	\$407 03	CO JAIL-#101873/JANITORIAL SUPPLIES
133445-APCA	03/31/05	BEN E KEITH FOODS	\$1 147 61	\$1,147 61	CO JAIL-#352156/ASSORTED FOODS
133446-APCA	03/31/05	BILLY ROGERS	\$60 48	\$60 48	CONST#2-REIMBURSE 192 MI @ \$ 315/TRAINING-3/14-3/22/05
133447-APCA	03/31/05	BRANDY BINGHAM	\$40 26	\$40 26	JP#3-REIMBURSE/127 8 MI @ \$ 315-2/23-3/22/05
133448-APCA	03/31/05	BRIAN HILL	\$97 02	\$97 02	EAT-REIMBURSE/308 MI @ \$ 31 5
133449-APCA	03/31/05	BROOKSHIRES	\$50 56	\$50 56	D A-PUSSELL MARTIN/HOT CK RESTITUTION
133450-APCA	03/31/05	BULFINCH CUSTODIAL SERVICE I	\$3 999 00	\$3,999 00	MARCH 05 JANITORIAL CONTRACT
133451-APCA	03/31/05	C & C TROPHY CO	\$112 60	\$112 60	D A-2 PLAQUEAS
133452-APCA	03/31/05	C & C TRUCK PARTS	\$250 00	\$250 00	R&B-GEAR BOX
133453-APCA	03/31/05	CARD SERVICE CENTER	\$263 79	\$363 79	CO S-#4229743460002787 03/03/05
133454-APCA	03/31/05	CARD SERVICE CENTER	\$1,035 62	\$82 37	SUP-#4707123168100558 03/03/05
				\$102 85	SUP-CCP-#4707123168100533 03/03/05
				\$453 06	SUP-#4707123168100508 03/11/05
				\$89 76	SUP-#4707123168100541 03/11/05
				\$70 31	SUP-#4707123168100517 03/11/05
				\$237 27	SUP-#4707123168100525 03/11/05
133455-APCA	03/31/05	CAROLYN PERRY	\$55 03	\$55 03	JP#2-REIMBURSE174 7 MI @ \$ 315-1/19-3/22/05
133456-APCA	03/31/05	CARPENTER COMPUTER SERVICES	\$65 00	\$65 00	CO LIB-DELINK ROUTER
133457-APCA	03/31/05	CAVENDER'S BOOT CITY	\$44 00	\$44 00	CO S-UNIFORM PANTS
133458-APCA	03/31/05	CENTER POINT PUBLISHING	\$420 00	\$420 00	CO LIB-BOOKS
133459-APCA	03/31/05	CENTERPOINT ENERGY	\$2,602 27	\$1,913 86	J_CTR-#26800813'-2/09-3/09/05 SERVICE
				\$297 65	CO BLDG-#27403256/3/17/05 BILLING
				\$290 12	CO LIB-#27780728 3/18/05 BILLING

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ACCOUNTS PAYABLE SYSTEM

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THE SOFTWARE GROUP, INC

Disbursements Made from 03/31/05 thru 04/14/05

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$12 93	PORTER BLDG-#27066075/-2/14-3/16/05 SERVICE
				\$97 70	BANK ANNEX-#27065747/-2/14-3/16/05 SERVICE
133460-APCA	03/31/05	CHILDRENS BOOK COUNCIL	\$166 50	\$166 50	CO LIB-#32663/PROMOTIONAL MATERIAL
133461-APCA	03/31/05	CHRISTINA W WALLACE CSP	\$225 00	\$225 00	D CT-COURT REPORTING 3/10/05
133462-APCA	03/31/05	CITY OF GILMER	\$4 959 50	\$31 90	CO BLDG-#1215100000/-2/03-3/05/05 SERVICE
				\$25 00	CO BLDG-#1217100000/-2/03-3/05/05 SERVICE
				\$25 00	CO LIB-#0309820000/-2/03-3/05/05 SERVICE
				\$12 50	CO BLDG-#1222900000/-2/03-3/05/05 SERVICE
				\$1,999 70	J CTR-#0106750000/-2/03-3/05/05 SERVICE
				\$254 90	CO BLDG-#1327400000/-2/03-3/05/05 SERVICE
				\$25 00	911-#0107605000-2/03-3/05/05 SERVICE
				\$1,292 75	CO BLDG-1ST QUARTER LANDFILL CHGS
				\$1,292 75	CO BLDG-2ND QUARTER LANDFILL CHGS
133463-APCA	03/31/05	COMPUTEPLAND	\$285 00	\$285 00	COMPUTER-#3011/MOVED SOFTWARE
133464-APCA	03/31/05	D & W PRINTING COMPANY	\$444 85	\$230 85	CO JUDGE-ENVELOPES
				\$114 00	CONST#3-DOOR HANGERS
133465-APCA	03/31/05	DALLAS COUNTY TREASURER	\$5 699 00	\$5,699 00	CO S-#1564/J NICKELBUR
133466-APCA	03/31/05	DALLAS MORNING NEWS	\$216 00	\$216 00	CO LIB-#9201640/SUBSCRIPTIONS
133467-APCA	03/31/05	DARLENE BARBER	\$65 00	\$65 00	CO JAIL-REIMBURSE MEALS-3/10-12/05
133468-APCA	03/31/05	DAVID DICKERSON	\$130 00	\$130 00	CO S-REIMBURSE MEALS/5 DAYS
133469-APCA	03/31/05	DAVID STROUD	\$25 00	\$25 00	CO LIB-BOOKS
133470-APCA	03/31/05	DAVID W BULLER M D	\$1 000 00	\$1 000 00	MARCH'05 CONTRACTED MEDICAL SERVICES
133471-APCA	03/31/05	DAVID W BULLER M D	\$29 52	\$29 52	INDIG-DAVID BROUGHTON/3/15/05 MEDICAL
133472-APCA	03/31/05	DEANNA DRENNAN	\$1 490 00	\$1,490 00	D CT-#13,674/PREPARATION COST
133473-APCA	03/31/05	DEBERRY BUTANE GAS CO	\$350 00	\$350 00	P&B-200 GAL PROPANE
133474-APCA	03/31/05	DENISE BERRY	\$99 54	\$99 54	SUP-REIMBURSE/156mi@ 315ea 02/05
133475-APCA	03/31/05	DEREK BAENISCH	\$300 00	\$300 00	MARCH'05 JP#1 BLDG LEASE
133476-APCA	03/31/05	DIAMOND D LUBE +	\$238 00	\$23 50	CO S-UNIT#1204/OIL CHANGE
				\$12 50	CO S-UNIT#2216/INSPECTION
				\$36 00	CO S-UNIT#2229/OIL CHANGE, INSPECTION
				\$12 50	CO S-UNIT#2221/INSPECTION
				\$23 50	CO S-UNIT#206/OIL CHANGE
				\$23 50	CO S-UNIT#2222/OIL CHANGE
				\$24 00	CO S-UNIT#2213/OIL CHANGE

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				\$23 50	CO S-UNIT#1237/OIL CHANGE
				\$23 50	CO S-OIL CHANGE
				\$23 50	CO S-UNIT#1209/OIL CHANGE
133477-APCA	03/31/05	DISTRIBUTION VIDEO & AUDIO	\$41 97	\$41 97	CO LIB-#20421/LIBRARY MATERIAL
133478-APCA	03/31/05	DON JETER	\$70 68	\$70 68	D A-REIMBURSE/GUN CABINET
133479-APCA	03/31/05	DOVER PUBLICATIONS	\$150 50	\$150 50	CO LIB-#1254721/20 BOOKS
133480-APCA	03/31/05	EAST TEXAS MEDICAL CENTER	\$552 95	\$553 95	INDIG-TIFFANY J CAUTHEN/3/10/05 MEDICAL
133481-APCA	03/31/05	EAST TEXAS RADIOLOGY CONSULT	\$196 12	\$21 55	INDIG-RICHARD ATKINSON/12/28/04 MEDICAL
				\$174 57	INDIG-DIANE LAASTAD/12/30/05 MEDICAL
133482-APCA	03/31/05	ECONOMY AUTO SUPPLY INC	\$772 49	\$50 91	R&B-BELT, HOSE/FITTINGS
				\$97 19	R&B-STARTER SOLINOID, IDLER PULLEY
				\$33 51	R&B-3 FUEL FILTERS
				\$95 88	R&B-FILTERS, BELTS
				\$32 86	R&B-BELTS(4)
				\$215 31	FILTERS
				\$20 56	R&B-FUEL PUMP
				\$162 42	R&B-AUTO PARTS
				\$64 85	R&B-BELT, RELAY, A/C HOSE
133483-APCA	03/31/05	EDWARDS CONSTRUCTION CO	\$1,055 00	\$1,055 00	CO BLDG-PUMP GREASE TRAP
133484-APCA	03/31/05	EDWARDS TRACTOR & EQUIPMENT	\$501 46	\$501 46	R&B-WINDSHIELD, AC SENSOR, FILTERS
133485-APCA	03/31/05	ETEX TELEPHONE COOP INC	\$216 45	\$216 45	CO LIB-#8380557/3/01/05 BILLING
133486-APCA	03/31/05	ETMC FIRST PHYSICIANS CLINIC	\$29 52	\$29 52	INDIG-PATRICIA A GIDDENS/3/21/05 MEDICAL
133487-APCA	03/31/05	ETMC GILMER	\$590 59	\$550 89	CO JAIL-BRITTANY D COLLINS/2/08/05 MEDICAL
				\$39 70	INDIG-RUSSELL AVERETT/3/11/05 MEDICAL
133488-APCA	03/31/05	FAMILY CONCEPTS, LTD	\$294 52	\$294 52	CO S-#10299-2/142 BOOKS
133489-APCA	03/31/05	FEDEX	\$9 88	\$9 88	D A-#227516917/SHIPMENT TO HEMPSTEAD TX
133490-APCA	03/31/05	FR MAILING SOLUTIONS	\$66 00	\$66 00	TAX-#500226450/-3/01-5/31/05 RENTAL
133491-APCA	03/31/05	GATEWAY BUSINESS	\$2,618 64	\$2,618 64	COMPUTER-#17675007/COMPUTERS
133492-APCA	03/31/05	GILMER CABLE TV CO INC	\$432 80	\$11 80	NON DEPT-#19305/3/24/05 BILLING
				\$421 00	NON DEPT-#15446/3/24/05 BILLING
133493-APCA	03/31/05	GILMER DISCOUNT TIRE	\$189 95	\$49 95	CO S-UNIT#236/ALIGNMENT
				\$20 00	CO S-UNIT#2222/FLAT REPAIR, ROTATE TIRES
				\$40 00	CO S-UNIT#3240/MT & BALANCE 4 TIRES
				\$40 00	CO S-MT & BALANCE 4 TIRES

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THE SOFTWARE GROUP, INC

Disbursements Made from 03/31/05 thru 04/14/05

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
133510-APCA	03/31/05	JAN WILLIAMS	\$38 43	\$38 43	CD LIB-REIMBURSE 122 MI @ \$ 315/CARTHAGE
133511-APCA	02/31/05	JEFFERSON COUNSELING SERVICE	\$775 00	\$775 00	CCP-COUNSELING 03/10/05 BILLING
133512-APCA	03/31/05	JILL ANN MCCAULEY	\$65 00	\$65 00	CD JAIL-REIMBURSE MEALS-3/10-12/05
133513-APCA	03/31/05	JIMMY STEGALL	\$3,821 25	\$3,821 25	R&B-79 5 HRS HAULING
133514-APCA	03/31/05	JOE D CLAYTON	\$277 41	\$277 41	D CT-PER DIEM, MILEAGE, MEALS
133515-APCA	03/21/05	JOE WATKINS	\$4,760 00	\$4,760 00	R&B-HAULING/-3/07-21/05
133516-APCA	03/31/05	JUNE J BARNETT	\$125 00	\$125 00	CD CT-CDJRT REPORTING 3/07/05
133517-APCA	03/31/05	KENDALL & SON LTD	\$145 45	\$145 45	CD JAIL-DISINFECTANT, FREIGHT
133518-APCA	03/31/05	KENNETH E BREEDEN, D O , D D	\$59 04	\$29 52	INDIG-DIANE S LAASTAD/1/18/05 MEDICAL
				\$29 52	INDIG-DIANE S LAASTAD/1/27/05 MEDICAL
133519-APCA	03/31/05	KILGORE COLLEGE	\$320 00	\$300 00	CD S-TUITION/TOPICS #3232 ON 2/07/05
				\$20 00	CONST#2-TUITION/DIVERSITY # 3939 ON 2/25/05
133520-APCA	03/31/05	KIRBY RESTAURANT SUPPLY	\$425 80	\$425 80	CD JAIL-#7009/JANITORIAL SUPPLIES
133521-APCA	03/31/05	KOETTER FIRE PROTECTION SERV	\$672 50	\$582 50	CD BLDG-INSPECTION, RECHARGE
				\$90 00	CD BLDG-5 LB DC SENTRY(2)
133522-APCA	03/31/05	KRP INDUSTRIES	\$3,367 50	\$3,367 50	R&B-POWER WASHER UNIT&PRESSURE RELIEF VALVE
					S#PL04727
133523-APCA	03/31/05	LANE WILLIAMS AUTO CENTER	\$301 75	\$301 75	CD BLDG-TRUCK REPAIR
133524-APCA	03/31/05	LAUREN PARISH	\$400 00	\$400 00	MARCH 05 JUVENILE PROBATION BD
133525-APCA	03/31/05	LAUREN PARISH	\$35 00	\$35 00	D JUDGE-REIMBURSE REGISTRATION FEE
133526-APCA	03/31/05	LAWSON PRODUCTS INC	\$445 71	\$393 11	R&B-#7311275 38821/EQUIP PARTS
				\$52 60	R&B-LOCK NUTS
133527-APCA	03/31/05	LINESBARGER HEARD GOGGAN BLAI	\$7,198 54	\$7,198 54	CD TAX-FEB'05 DELINQUENT TAX ATTY
133528-APCA	03/31/05	LIVE OAK MEDIA	\$554 20	\$554 20	CD LIB-#6525/BOOKS W/CD'S
133529-APCA	03/31/05	LONGVIEW ALTERNATOR	\$53 00	\$53 00	R&B-SELINCID
133530-APCA	03/31/05	LONGVIEW ASPHALT INC	\$3,796 30	\$713 74	R&B-OIL DIRT/22 48 TON @ \$27 00, HAULING
				\$1,546 70	R&B-OIL DIRT/4E 17 TON @ \$29 00, HAULING
				\$764 78	R&B-OIL DIRT/22 66 TON @ \$29 00, HAULING
				\$771 08	R&B-ROAD OIL/22 35TON @ \$29 00, HAULING
133531-APCA	03/31/05	LONGVIEW WELLNESS CENTER	\$650 00	\$650 00	CCP-INV#542 & 557 COUNSELING

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UPSHUR COUNTY

A C C O U N T S P A Y A B L E S Y S T E M

14 Apr 2005

Approved Disbursements

THE SOFTWARE GROUP, INC

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133532-APCA	03/31/05	MATT ALFORD	\$130 00	\$130 00	CO S-REIMBURSE MEALS/5 DAYS
133533-APCA	03/31/05	MATTHEW BENDER & CO INC	\$422 45	\$422 45	LAW LIB-#1100082063/2/28/05 BILLING
133534-APCA	03/31/05	MEDICAL WHOLESALE INC	\$402 09	\$177 40 \$14 17 \$210 52	CO JAIL-#2047/MED SUPPLIES CO JAIL-#3047/SILVER SULF CREAM CO JAIL-#3047/MED SUPPLIES
133535-APCA	03/31/05	MRS BAIRD BAKERIES	\$94 00	\$94 00	CO JAIL-#3529/BREAD
133536-APCA	03/31/05	MUSIC MOUNTAIN WATER CO	\$94 79	\$34 91 \$7 85 \$21 85 \$30 18	D A-#18929400/2/28/05 BILLING D A-#80109100/2/28/25 BILLING TAX-#18700100/2/08/05 BILLING SUP-#79777000 02/28/05
133537-APCA	03/31/05	MYRA HARRIS	\$179 23	\$49 23 \$130 00	CO TREAS-REIMBURSE/156 3mi@ 315ea\ATHENS TX) CO TREAS-PER DIEM, 04/04-08/05 (33rd TREAS SEMINAR\AUSTIN)
133538-APCA	03/31/05	NEWSOM'S GROCERY	\$151 70	\$106 70 \$45 00	D A-MELODY WILSON/HOT CK RESTITUTION D A-JULIE THORNTON/HOT CK RESTITUTION
133539-APCA	03/31/05	NORTHEAST TEXAS CHILD ADVOCA	\$20 00	\$20 00	CO S-ROXANNE WARREN/3/17-18/05 CONFERENCE
133540-APCA	03/31/05	D W LOYD II	\$350 00	\$350 00	CO CT-#22,804/AMANDA SHARP
133541-APCA	03/31/05	OMNI AUSTIN HOTEL	\$312 00	\$312 00	CO AUD-#1004805695/3NIGHTS&PARKING/PAM LONG, AUDITOR 05/17-20/05)
133542-APCA	03/31/05	P & P AND ASSOCIATES	\$1 785 00	\$1,785 00	NON DEPT-MAINT -4/01/05-3/31/06
133543-APCA	03/31/05	PATRICIA HARRISON	\$1 410 00	\$235 00 \$235 00 \$235 00 \$235 00 \$235 00 \$235 00	D CT-COURT REPORTING 3/07/05 D CT-COURT REPORTING 3/08/05 D CT-COURT REPORTING 3/09/05 D CT-COURT REPORTING 3/10/05 D CT-COURT REPORTING 3/11/05 D CT-COURT REPORTING 3/28/05
133544-APCA	03/31/05	PAULA GENTRY	\$100 00	\$50 00 \$50 00	FEB'05 JP#3 BLDG CLEANED MARCH'05 JP#3 BLDG CLEANED
133545-APCA	03/31/05	PITNEY BOWES INC	\$236 07	\$236 07	SUP-#19547281865 POSTAGE
133546-APCA	03/31/05	POWERPLAN DIB	\$424 35	\$1,148 97 \$127 88 \$852 50	R13-0010000654/SWITCH, DISK BRAKES SEAL FPGT R1B-#0010000654/RESTOCK CHG, INV#13705719 R3B-#0010000654/SWITCH&DISK BRAKE RETURNED
133547-APCA	03/31/05	PROFESSIONAL TECHNICAL ASSIS	\$57 50	\$57 50	CO S-RADIO REPAIR
133548-APCA	03/31/05	QUILL CORPORATION	\$213 66	\$213 66	CO TAX-OFFICE SUPPLIES

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133549-APCA	03/31/05	RICK'S TIRE SERVICE	\$240 00	\$40 00 \$40 00 \$60 00 \$40 00 \$60 00	R&B-FLAT REPAIR ON BACKHOE R&B-FLAT REPAIR ON BACKHOE R&B-SERVICE CALL/2 TIRE MOUNTS R&B-FLAT REPAIR #103 R&B-SERVICE CALL, MT 2 TIRES
133550-APCA	03/31/05	ROCHELLE WIGGINS	\$102 61	\$102 61	EXT-REIMBURSE 294 MI @ \$ 315-3/01-24/05, REGISTRATION
133551-APCA	03/31/05	RUTH SEMRAU	\$212 63	\$212 63	CO LIB-REIMBURSE 675 MI @ \$ 315/AUSTIN
133552-APCA	03/31/05	SAM HOUSTON STATE UNIVERSITY	\$135 00	\$135 00	JUV PROB-REGIST/PON AVEY 06/12-17/05
133553-APCA	03/31/05	SAM'S CLUB	\$274 90	\$274 90	CO TAX-#7715090097174296/OFFICE SUPPLIES 03/08/05
133554-APCA	03/31/05	SAV-ON OFFICE SUPPLY INC	\$1 566 91	\$59 98 \$41 37 \$14 57 \$21 49 \$110 95 \$25 99 \$23 96 \$16 18 \$212 90 \$64 97 \$45 95 \$19 27 \$62 63 \$63 98 \$74 90 \$132 11 \$42 74 \$15 99 \$2 29 \$15 48 \$90 65 \$76 36 \$7 86 \$95 97 \$7 99 \$95 92 \$8 66 \$204 93 \$29 16ct \$0 92ct \$65 98ct	911-2 CARTRIDGES C CLK-LABELS CO CLK-OFFICE SUPPLIES C CLK-INK CARTRIDGE JP#2-OFFICE SUPPLIES CO CLK-PAPER CO CLK-PAPER JP#3-STAMPS, ENVELOPES CO JAIL-PAPER CO LIB-COPY PAPER/DISKS JP#3-OFFICE SUPPLIES D CLK-OFFICE SUPPLIES R&B-PAPER, MANILA ENVELOPES, LABELS R&B-TONER CARTRIDGES D A-OFFICE SUPPLIES D CLK-OFFICE SUPPLIES CO CT-OFFICE SUPPLIES CO CLK-ENVELOPES JP#4-INK D A-OFFICE SUPPLIES CO S-OFFICE SUPPLIES DPS-OFFICE SUPPLIES R&B-OFFICE SUPPLIES D A-OFFICE SUPPLIES R&B-CDR D A-OFFICE SUPPLIES CO EXT-OFFICE SUPPLIES SUP-INV#2873393&2873571 SUPPLIES JP#1-RETURNED ITEM COMM#1-WRONG SIZE 911-WRONG CARTRIDGES
133555-APCA	03/31/05	SBC	\$350 45	\$350 45	SUPADULT-#665-1135 03/15/05
133556-APCA	03/31/05	SMITH OIL COMPANY	\$1 154 00	\$178 00	R&B-BATTERY BATTERY EFF. OIL TREATMENT, OIL

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THE SOFTWARE GROUP, INC

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				\$44 00	12 TRANS FLUID
				\$932 00	R&B-WINDSHIELD WASHER FLUID, CREEPER R&B-55 GAL DRUM HYD FLUID, OIL, OIL TREATMENT12, GREASE, GREASE, SHOP TOWELS
133557-APCA	03/31/05	SOUTHEAST TEXAS FORENSIC CEN	\$1,500 00	\$1,500 00	JP#2-#T05-0302/EDDIE GOODMAN
133558-APCA	03/31/05	SPINE SPECIALISTS P A	\$211 39	\$211 39	INDIG-TIFFANY J CAUTHEN/3/10/05 MEDICAL
133559-APCA	03/31/05	STEWART INSURANCE AGENCY	\$176 00	\$176 00	D A-BOND#18012117
133560-APCA	03/31/05	STUMP REMOVAL	\$200 00	\$200 00	R&B-REMOVE 6 STUMPS/BOB WHITE RD
133561-APCA	03/31/05	TELETOUCH CORPORATION	\$68 83	\$68 83	D CT-#57505471/-3/01-3/31/05 SERVICE
133562-APCA	03/31/05	TEXAS ASSOCIATION OF COUNTIE	\$5,538 01	\$5,538 01	ENTITY#2200 1ST QTR PREMIUMS/QTR ENDING 03/31/05
133563-APCA	03/31/05	TEXAS JUVENILE PROBATION COM	\$75 00	\$75 00	JUV PROB-TJPC-C3-05 MILTON WYLIE
133564-APCA	03/31/05	TEXAS WORKFORCE COMMISSION	\$500 00	\$500 00	SUP-#2902PERC77 1st/2nd qtr 05
133565-APCA	03/31/05	THE CIMA COMPANIES INC	\$2,088 00	\$1,829 00	CCP-TXGILM2 CRASVP ACCIDENT&MEMEBFSHIP FEE 07/01/05-07/01/06 \$259 00 JLV PROB-TXGILM5&6 CRASVP ACCIDENT 07/01/05-07/01/06
133566-APCA	03/31/05	THE LIBRARY STORE INC	\$123 61	\$123 61	CD LIB-#20292/OFFICE SUPPLIES
133567-APCA	03/31/05	THE MCKENZIE CLINIC, P A	\$145 00	\$145 00	CCP-#UFS00000/BEATY&BRIGHT 03/14/05
133568-APCA	03/31/05	THE SOFTWARE GROUP INC	\$26,330 00	\$650 00	D CLK-#67/IMAGING MANAG /-4/01-6/30/05 \$282 00 TPEAS-#72/TREAS REVENUE/-4/01-6/30/05 \$776 00 TREAS-#72/PAYROLL CLIENT/-4/01-6/30/05 \$402 00 TPEAS-#72/BANK RECON -4/01-6/30/05 \$682 00 TREAS-#72/ACCTS PAYABLE/-4/01-6/30/05 \$2,777 00 TAX-#65/AUTOMATED TAX/-4/01-6/30/05 \$2,737 00 CD S-#1175/SHERIFF CLIENT SUPP /-4/01-6/30/05 \$188 00 CD S-#1175/CRIM JUSTICE/-4/01-6/30/05 \$405 00 CD S-#1175/ABLEMUGS MUGSHOTS/-4/01-6/30/05 \$408 00 D CLK-#67/JURY CLIENT/-4/01-6/30/05 \$1,194 00 D CLK-#67/CIVIL CASE/-4/01-6/30/05 \$637 00 D CLK-#67/CHILD SUPPORT/-4/01-6/30/05 \$1,155 00 D CLK-#67/CRIMINAL CASE/-4/01-6/30/05 \$909 00 D A-#69/HOT CK MODULE/-4/01-6/30/05 \$245 00 D A-#69/CRIMINAL CASE/-4/01-6/30/05 \$229 00 D A-#69/COURT ADMIN /-4/01-6/30/05 \$706 25 JP#4-#707/J P CLIENT/-4/01-6/30/05 \$706 25 JP#3-#735/J P CLIENT/-4/01-6/30/05 \$706 25 JP#2-#708/J P CLIENT-4/01-6/30/05 \$706 25 JP#1-#1531/J P CLIENT/-4/01-6/30/05

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

14 Apr 2005

Approved Disbursements

THE SOFTWARE GROUP, INC

Checking Account(s) APCA FNB INS FNB 125  
Disbursements Made from 03/31/05 thru 04/14/05

PAGE 11

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$771 00	CD CLK-#68/INST INDEY/-4/01-6/30/05
				\$1,194 00	CD CLK-#68/CIVIL CASE/-4/01-6/30/05
				\$1,155 00	CD CLK-#68/CRIM CASE/-4/01-6/30/05
				\$410 00	DATA PROC-#1745/HARDWARE SUPPORT/-4/01-6/30/05
				\$540 00	AUD-#63/PURCHASE MOD /-4/01-6/30/05
				\$351 00	AUD-#63/FIXED ASSETS/-4/01-6/30/05
				\$807 00	AUD-#63/BUDGET ACCT /-4/01-6/30/05
				\$4,500 00	COMPUTER-#1745/JP#2 SETUP, INSTALLATION
133569-APCA	03/31/05	TIM CONE	\$350 00	\$250 00	CD CT-#29,428/JOHNNIE MCCULLOUGH
133570-APCA	03/31/05	TRIUMPH	\$212 00	\$212 00	R&B-#1515191/3/21/05 BILLING
133571-APCA	03/31/05	TYNUS W McNEEL, M D	\$410 00	\$410 00	D A-EXPERT WITNESS
133572-APCA	02/31/05	U S FOOD SERVICE	\$1,530 88	\$135 00	CD JAIL-#93586865/ASSORTED FOODS
				\$1,395 88	CD JAIL-#93586865/ASSORTED FOODS
133573-APCA	03/31/05	UNDERWOOD INSURANCE AGENCY I	\$100 00	\$100 00	SUP-#0001-01675674 BOND 05/17/05-05/17/05
133574-APCA	03/31/05	UNIFRIST CORP	\$386 56	\$53 03	R&B-UNIFORM SERVICE
				\$50 98	R&B UNIFORM SERVICE
				\$43 48	R&B-#174823/UNIFORM SERVICE
				\$56 03	R&B-UNIFORM SERVICE
				\$42 10	R&B-#174823/UNIFORM SERVICE
				\$49 43	R&B-UNIFORM SERVICE
				\$49 43	R&B-UNIFORM SERVICE
				\$42 10	R&B-#174623/UNIFORM SERVICE
133575-APCA	03/31/05	UNITED POSTAL SOLUTIONS	\$31 75	\$31 75	CD CLK-MAIL-LABELS, SHIPPING
133576-APCA	03/31/05	UNIVERSITY OF TEXAS AT AUSTI	\$265 00	\$265 00	CD AUD-REGIST/PAM LONG, AUDITOR 05/17-20/05 47th CO AUDITORS INSTITUTE
133577-APCA	03/31/05	UPSHUR COUNTY JUVENILE-PROBA	\$885 70	\$844 13	JUV PROB-REIMBURSED TRAVEL
				\$41 57	JUV PROB-OFFICE SUPPLIES
133578-APCA	03/31/05	UPSHUR RURAL ELECTRIC	\$86 67	\$86 67	D A-MILDRED GRAHAM/HOT CK RESTITUTION
133579-APCA	03/31/05	UPSHUR-RURAL ELECTPIC COOP	\$531 90	\$406 94	R&B-#1676-004/3/15/05 BILLING
				\$51 50	R&B-#4956-001002/3/21/05 BILLING
				\$73 52	R&B-#49674/3/25/05 BILLING
133580-APCA	03/31/05	VERDICT SEARCH	\$395 00	\$395 00	D JUDGE-SUBSCRIPTION RENEWAL
133581-APCA	03/31/05	VERIZON SOUTHWEST	\$236 38	\$234 79	JP#3-#844625 010828/3/10/05 BILLING
				\$1 59	TELE CDM-#2424000 980908/3/19/05 BILLING
133582-APCA	03/31/05	WAL-MART #146	\$220 77	\$104 17	D A-SHERRON LOYD/HOT CK RESTITUTION
				\$116 60	D A-KIMBERLY LECOMTE HOT CK RESTITUTION

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

14 Apr 2005

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 03/31/05 thru 04/14/05

PAGE 12

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
133583-APCA	03/31/05	WALMART COMMUNITY BRC	\$116 35	\$116 35	SUP&CCP-#6032202000871575_03/16/05
133584-APCA	03/31/05	WANDA HUTCHINS	\$11 65	\$11 65	AUD-REIMBURSE 37 MI @ \$ 315
133585-APCA	03/31/05	WAYNE VALENTINE	\$28 63	\$28 63	R?B-REIMBURSE/MEALS
133586-APCA	03/31/05	WELLS FARGO FINANCIAL LEASIN	\$541 78	\$166 65 \$234 13 \$141 00	D A-#0019001910/-3/24-4/24/05 RENTAL D A-#0019001910003/-3/24-4/24/05 RENTAL JUV PROB-#0019003061001 03/22/05
133587-APCA	03/31/05	WEST PAYMENT CENTER	\$4,137 51	\$75 00 \$1,580 80 \$953 75 \$360 00 \$790 40 \$302 56 \$75 00	LAW LIB-#1000809966/-12/01-31/04 CHARGES LAW LIB-#1003266567/-12/01-31/04 BILLING LAW LIB-#1000809966/-1/29-2/28/05 BILLING D JUDGE-#1000109099/-1/29-2/28/05 BILLING LAW LIB-#1003266567/-2/01-28/05 CHARGES D A-#1000261365/-2/01-28/05 CHARGES LAW LIB-#1000809966/-2/01-28/05 CHARGES
133588-APCA	03/31/05	WEST SIDE FURNITURE	\$29 89	\$19 95 \$9 94	R?B-CHAIN, SAW SHARPEN R?B-CHAIN SAW OIL, SAW SHARPEN
133589-APCA	03/31/05	WILLIAMS ELECTRONICS	\$750 00	\$750 00	D A-MOVE RADIO
133590-APCA	03/31/05	WINN'S AUTO & TRUCK REPAIR	\$1,391 49	\$415 05 \$646 56 \$329 87	CD E-UNIT#2213/BRAKE JOB CD S-UNIT#2217/REPAIR BRAKES CD S-UNIT#2222/REPLACE ALTERNATOR
133591-APCA	03/31/05	WOLF REPRODUCTION CD INC	\$28 50	\$28 50	D A-TRIAL BOARDS
133592-APCA	03/31/05	WYONE MANES	\$60 00	\$60 00	MARCH 05 JP#1 BLDG CLEANED
133593-APCA	03/31/05	YOUNG OIL CO	\$1,058 79	\$1 058 79	D A-PAM CZAJKOWSKI/HOT CK RESTITUTION
133594-APCA	03/31/05	FIRST NATIONAL BANK GILMER	\$53,954 51	\$34,942 10 \$19,012 41	FICA MEDICARE PAYROLL DEDUCTIONS WITHHOLDING PAYROLL DEDUCTIONS
133595-APCA	03/31/05	TEXAS COUNTY & DISTRICT RETI	\$72,877 34	\$72,877 34	UNIT#329 MONTHLY REPORT
133596-APCA	03/31/05	FIRST NATIONAL BANK GILMER	\$700,000 00	\$700,000 00	CI#36487 PURCHASED@3 84%(61days)TD MATUPE 05/31/05
Total for APCA - Accounts Payable Clearing Account			\$995,468 44		

UPSHUR COUNTY

A C C O U N T S P A Y A B L E S Y S T E M

14 Apr 2005

Approved Disbursements

THE SOFTWARE GROUP, INC

Checking Account(s) APCA FNB INS FNB 125  
Disbursements Made from 03/31/05 thru 04/14/05

PAGE 13

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1856-FNB 125	03/31/05	UPSHUR CO OPERATING ACCOUNT	\$1,005 13	\$1,005 13	03/31/05 CANCER, HEART/STROKE PREMIUMS FROM IRC/125
1857-FNB 125	03/31/05	UPSHUR COUNTY INSURANCE ACCO	\$3,938 51	\$3,938 51	03/31/05 DEPENDENT INS PREMIUMS FROM IRC/125
Total for FNB 125 - IRC/125 PLAN			\$4,943 64		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

14 Apr 2005

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

Disbursements Made from 03/31/05 thru 04/14/05

THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1451-FNB INS	03/31/05	GROUP ADMINISTRATORS-SAN ANT	\$128,120 27	\$128,120 27	GROUP#908400 03/24/05 REGISTER
1452-FNB INS	03/31/05	GROUP ADMINISTRATORS-SAN ANT	\$42,686 81	\$42,686 81	GROUP#908400 APRIL '05 PREMIUMS
1453-FNB INS	03/31/05	HEALTHFIRST TPA	\$64 50	\$64 50	03/31/05 125 PLAN ADMIN FEES
1454-FNB INS	03/31/05	SUN LIFE FINANCIAL	\$1,154 75	\$1,154 75	#079529 APRIL '05 LIFE PREMIUM
1455-FNB INS	03/31/05	FIRST NATIONAL BANK	\$207,000 00	\$207,000 00	CD#36488 INS PURCHASED@2.64%(29days)TD MATURE 04/29/05

Total for FNB INS - INSURANCE \$379,026 33

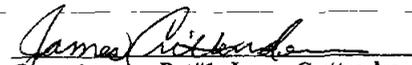
Grand Total \$1,379,638 41

205 records listed

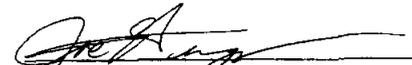
FILED  
APR 14 2005  
11 20 AM  
CLERK OF SUPERIOR COURT  
MONTGOMERY COUNTY, MD

  
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

**TREASURER'S MONTHLY REPORT**  
By Myra Harris, County Treasurer Mar 1 thru Mar 31, 2005

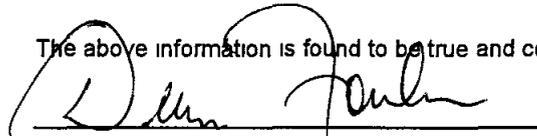
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	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Acct	\$ 7,573,485 68	\$ 829,014 44	\$ 739,263 27	\$ -	\$ 336,921 07	\$ 7,326,315 78	\$ 2,393,248 30	\$ 2,150,000 00	\$ 55,952 52	\$ 7,270,363 26	\$ 7,326,315 78
Insurance Acct	\$ 948,756 90	\$ 69,992 69	\$ 246,532 36	\$ -	\$ -	\$ 772,217 23	\$ 855,500 00	\$ 718,900 00	\$ 1,317.23	\$ 770,900 00	\$ 772,217 23
IRC125 Acct	\$ 5,684 68	\$ 9,971 36	\$ 9,971 36	\$ -	\$ -	\$ 5,684 68	\$ -	\$ -	\$ 5,684 68	\$ -	\$ 5,684 68
Ins. Clearing	\$ 20,665 59	\$ -	\$ -	\$ -	\$ -	\$ 20,665 59	\$ -	\$ -	\$ 20,665 59	\$ -	\$ 20,665 59
Payroll Clearing	\$ 1,000 00	\$ -	\$ 336,921 07	\$ 336,921 07	\$ -	\$ 1,000 00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000 00
Sharon Water Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 8,549,592 85</b>	<b>\$ 908,978 49</b>	<b>\$ 1,332,688 06</b>	<b>\$ 336,921 07</b>	<b>\$ 336,921 07</b>	<b>\$ 8,125,883 28</b>	<b>\$ 3,248,748 30</b>	<b>\$ 2,868,900 00</b>	<b>\$ 84,620 02</b>	<b>\$ 8,041,263 26</b>	<b>\$ 8,125,883 28</b>

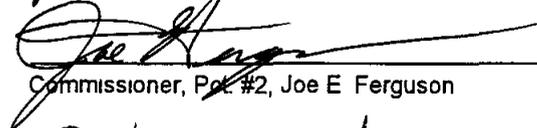
**INDEBTEDNESS**

1997 Certificate of Obligations	\$ 2,260,000 00
Bank Property (Reissued @4 5147%) GNB	\$ 5,418 09
<b>TOTAL INDEBTEDNESS</b>	<b>\$ 2,265,418 09</b>

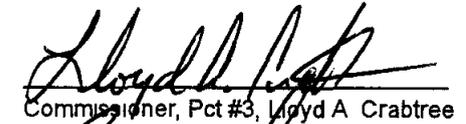
The above information is found to be true and correct.

  
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 Drennon

Investment Register on back

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

Upshur County Investment Activity For March 2005

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CD#	Account	Amount	Purchased	% Rate	Maturity Date	Days	Earned Interest
36312	Operating	\$ 500,000.00	12/16/04	3.27%	03/15/05	105	\$ 2,508.49
36328	Avail Sch	\$ 43,248.30	12/30/04	3.31%	03/02/05	62	\$ 117.66
36331	Operating	\$ 425,000.00	12/30/04	3.31%	03/15/05	75	\$ 1,657.27
36349	Operating	\$ 450,000.00	01/14/05	3.45%	04/15/05	91	\$ 1,190.96
36366	Operating	\$ 300,000.00	01/25/05	3.48%	04/29/05	94	\$ 800.88
36367	Operating	\$ 300,000.00	01/25/05	3.48%	05/16/05	111	\$ 800.88
36379	Operating	\$ 400,000.00	01/28/05	3.46%	05/31/05	123	\$ 1,061.70
36381	Ins. Acct	\$ 400,000.00	01/31/05	3.26%	03/15/05	43	\$ 1,536.22
36382	Operating	\$ 250,000.00	01/31/05	3.26%	03/15/05	43	\$ 960.13
36383	Operating	\$ 500,000.00	01/31/05	3.36%	04/29/05	88	\$ 1,334.79
36384	Operating	\$ 400,000.00	01/31/05	3.46%	05/31/05	120	\$ -
36387	Operating	\$ 700,000.00	02/02/05	3.56%	05/31/05	118	\$ 1,979.95
36388	Ins. Acct	\$ 250,000.00	02/02/05	3.46%	04/15/05	72	\$ -
36393	Perm Sch	\$ 1,134,499.36	02/04/05	3.56%	05/26/05	111	\$ 3,208.92
36402	Tobacco	\$ 760,863.90	02/11/05	3.56%	05/25/05	103	\$ 2,152.10
36414	Operating	\$ 400,000.00	02/15/05	3.36%	04/15/05	59	\$ 1,031.01
36415	Operating	\$ 350,000.00	02/15/05	3.56%	05/16/05	90	\$ 955.84
36424	Ins. Acct	\$ 150,000.00	02/17/05	3.61%	05/31/05	103	\$ 430.23
36433	Operating	\$ 200,000.00	02/22/05	3.31%	03/01/05	7	\$ 126.96
36434	Ins. Acct	\$ 107,500.00	02/22/05	3.36%	03/01/05	7	\$ 68.24
36447	Operating	\$ 400,000.00	02/28/05	3.46%	03/15/05	15	\$ 558.90
36456	Operating	\$ 50,292.59	03/04/05	3.67%	05/27/05	84	\$ -
36456	Avail Sch	\$ 49,707.41	03/04/05	3.67%	05/27/05	84	\$ -
36457	Operating	\$ 275,000.00	03/04/05	3.47%	03/31/05	27	\$ 705.88
36458	Ins. Acct	\$ 163,900.00	03/04/05	3.67%	05/16/05	73	\$ -
36469	Operating	\$ 300,000.00	03/15/05	3.48%	03/31/05	16	\$ 457.64
36470	Operating	\$ 200,000.00	03/15/05	3.58%	04/29/05	45	\$ -
36471	Ins. Acct	\$ 348,000.00	03/15/05	3.48%	03/31/05	16	\$ 530.87
36473	Operating	\$ 350,000.00	03/17/05	3.75%	05/16/05	60	\$ -
36485	Operating	\$ 225,000.00	03/24/05	3.68%	05/16/05	53	\$ -
36487	Operating	\$ 700,000.00	03/31/05	3.84%	05/31/05	61	\$ -
36488	Ins. Acct	\$ 207,000.00	03/31/05	3.64%	04/29/05	29	\$ 710.96
<b>TOTALS</b>		\$ 11,290,011.56					\$ 24,886.48



PATTILLO, BROWN & HILL, L L P  
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

Honorable County Judge and  
Commissioners' Court of  
Upshur County, Texas

In planning and performing our audit of the financial statements of Upshur County, Texas for the year ended September 30, 2003, we considered the County's internal control structure to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on the internal control structure.

However, during our audit, we became aware of several matters that are opportunities for strengthening internal controls and operating efficiency. The memorandum that accompanies this letter summarizes our comments and suggestions regarding those matters. This letter does not affect our report dated June 18, 2004, on the financial statements of Upshur County, Texas.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

*Pattillo, Brown & Hill, L.L.P.*

June 18, 2004

**UPSHUR COUNTY, TEXAS****COUNTYWIDE COMMENTS AND SUGGESTIONS****SEPTEMBER 30, 2003****OUTSTANDING CHECKS**

During our review of cash disbursements, we noted outstanding checks older than one year that were still carried on the County's books in the following accounts: Operating, Tax Assessor, and Insurance Clearing. The possibility that these checks will be cashed is minimal, therefore, we recommend all checks outstanding over one year in all accounts be identified and written off to a liability account until the payee can be located. If the payee still can not be located, the funds should then be remitted to the state in accordance with the unclaimed property laws

**FIXED ASSETS**

Fixed assets include land, buildings, machinery, furniture, equipment and land improvements. Generally, this includes all tangible assets with a service period of more than one year. Historically, minimal effort has been expended by the County in updating its fixed asset inventory or conducting audits of physical existence.

Obviously, some assets are much easier to "control" than others. For example, there is minimal risk that buildings or land could be sold without knowledge. However, other items such as computers, typewriters and furniture can be sold, stolen or lost without knowledge outside of a particular department. These assets can also be transferred between departments without knowledge. Accordingly, the County's fixed assets sub ledger, which includes description, location, and cost of items, can become inaccurate over time. The losses that inevitably arise can often be greater than the risks of fraud in cash handling

In order to update and maintain the accounts sub ledger for assets, we recommend the following:

1. Periodic physical inventories designed to verify the existence, location and condition of all property listed in the accounts and to disclose the existence of any unrecorded units;
2. A system of retirement procedures stating reasons for retirement and listing proper approvals; and
3. Development of procedures, which interfaces the fixed asset records with the payables system to ensure all items, when purchased, is automatically added to the sub ledger.

With these procedures in place, it will become much easier to assign responsibility for assets. Also, the information will be available for effective deployment of these assets, which is becoming more important with the implementation of GASB 34.

## PRIOR YEAR COMMENTS

### GASB STATEMENT NO. 34

#### ***Prior Year Comment:***

In June 1999, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 34 *Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments*. This statement was issued in order to create a new financial reporting model for governmental entities. The effective date for implementing the new standards varies depending on the size of the governmental entity. Upshur County, Texas, will be required to implement the new standards for the fiscal year ending September 30, 2004.

GASB Statement No. 34 makes significant changes in the way state and local governments report their financial statements. County personnel will need to comprehend and implement a vast number of changes in accounting and financial reporting. Implementation will be an ongoing process as new information is developed and new materials are provided by organizations such as the AICPA and GASB. The County should develop a plan for implementation of the new standards. Some matters to consider follow:

- Financial personnel should familiarize themselves with the requirements of the new standards and how they will affect the County.
- The County should consider the availability of the financial information required by the new standards such as accrual information and capital asset records.
- Management should consider any changes in the accounting system that may need to be made.
- Financial personnel will need to be able to explain the changes in accounting and reporting to users who are unfamiliar with the particulars of accounting.

#### ***Current Status:***

The County implemented the new financial reporting model in the current audit.

### BANK DEPOSITS

#### ***Prior Year Comment:***

While visiting Justices of the Peace 1 and 2, we found that receipts are not always deposited in a timely manner. Depositing these funds into a bank account on a timely basis is essential to properly secure the funds in the County’s depository where they can be collateralized against loss, and to provide sufficient funds for disbursements that are made out of the account. Rather than holding these funds for extended periods, we recommend the Justices of the Peace make daily deposits of these collections.

***Current Status:***

This matter has been resolved.

**BANK RECONCILIATIONS**

***Prior Year Comment:***

In conjunction with auditing the cash accounts of the County, we reviewed the bank reconciliations for all accounts. However, a reconciliation for the Sheriff's Inmate Trust account could not be provided for the audit. Reconciling bank accounts is a vital control over the flow of cash for the County. This helps detect any errors, whether intentional or not, on a timely basis. A reconciliation of every bank account should be performed on a monthly basis.

Furthermore, on the completed bank reconciliations, we found listings of outstanding checks that were, in some cases, several years old. The possibility that these checks will be cashed is minimal, therefore, we recommend all checks outstanding over one year in all accounts be identified and escheated to the state or written off to a liability account until the payee can be located. This will provide a more accurate representation of deposits held by the County.

***Current Status:***

Unchanged

**SEGREGATION OF DUTIES**

***Prior Year Comment:***

Proper segregation of duties within an office helps prevent errors and irregularities by denying any single employee access to an entire transaction stream. We observed employees working on the Sheriff Inmate Trust, Justice of the Peace 1, and Justice of the Peace 2 accounts who were performing incompatible duties relating to the processing of cash and reconciliation of the bank accounts. Due to the limited staff available, proper segregation of duties is not always possible. However, we advise dividing these duties as much as possible with the available staff.

***Current Status:***

These offices are working toward segregating compatible functions.

**CHECK SIGNATURES**

***Prior Year Comment:***

Currently, only one signature is required on checks written from the Justice of the Peace 1 account. In addition, all employees in the office are authorized to sign checks on the account. To improve control over the propriety of disbursements made from this account, two signatures should be required on all checks

***Current Status:***

This matter has been resolved.

**CASH HELD OVERNIGHT**

***Prior Year Comment:***

Presently, a small box is utilized by the Sheriff's Department to keep cash received from incoming inmates. Although this box is kept in the control room, further steps should be taken to ensure this asset's safety. In order to protect these assets that are held in trust, we recommend using a safe or secured drop box until the funds can be deposited into a bank account.

***Current Status:***

This matter has been resolved.

**COMPUTER CONTROLS**

***Prior Year Comment:***

A single employee has complete control of the Computer Department and its operations. The County's computer system is a very complex and integrated network that is tailored specifically for Upshur County. Therefore, a definite need exists for cross-training additional employees to maintain the operations of the network and hardware in the event of that person's absence. This is particularly essential in the back up of computer information on a regular basis by a qualified employee. We recommend another person be trained in these areas so that service can be provided to the County without interruption.

Another concern with the Computer Department is its location within the Treasurer's office and the unlimited access to computer equipment by employees of other offices. Each of these offices contains sensitive equipment and documents which should have restricted access. Therefore, to secure the server, network equipment, check stock and personnel files from unnecessary access, we advise physically separating these two offices or providing secured separate rooms for the equipment and files.

***Current Status:***

Unchanged

**TAXES RECEIVABLE**

***Prior Year Comment:***

The County presently has a large receivable for delinquent property taxes. A significant portion of this receivable is from properties which have been struck off of the tax roll by the Commissioners' Court, but have not been removed from the Tax Assessor's ledger. These struck-off receivables should be removed completely from the tax roll so that an accurate accrual for property taxes can be made in the financial statements.

***Current Status:***

Unchanged

\* \* \* \* \*

We appreciate this opportunity to be of service to **Upshur County, Texas**. If you have any questions concerning the above comments or other concerns of the County, please do not hesitate to call.

VOL 189 PG 44

**UPSHUR COUNTY**

**FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED  
SEPTEMBER 30, 2003**

**WITH INDEPENDENT AUDITORS' REPORT**

## UPSHUR COUNTY, TEXAS

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UPSHUR COUNTY, TEXAS

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**FINANCIAL SECTION**



PATTILLO, BROWN & HILL, L.L.P.  
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

**INDEPENDENT AUDITOR'S REPORT**

To the Honorable Judge and  
County Commissioners  
Upshur County, Texas  
Gilmer, Texas

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Upshur County, Texas, as of and for the year ended September 30, 2003, which collectively comprise the County's basic financial statements as listed in the table of contents. These financial statements are the responsibility of Upshur County, Texas' management. Our responsibility is to express opinions on these financial statements based on our audit.

Except as discussed in the following paragraph, we conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

Because of the inadequacy of capital asset accounting records, we were unable to form an opinion regarding the amounts at which capital assets and accumulated depreciation are recorded in the accompanying financial statements at September 30, 2003, or the amount of depreciation expense for the year then ended.

In our opinion, except for the effects of such adjustments, if any, as might have been determined to be necessary had records concerning capital assets and related accumulated depreciation been adequate, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, the business-type activities, each major enterprise fund, and the aggregate remaining fund information of Upshur County, Texas, and the changes in financial position and cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America

In addition, in our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of each major governmental fund of Upshur County, Texas, as of September 30, 2003, and the respective changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America

As described in Note 1, the City has implemented a new financial reporting model, as required by the provisions of GASB Statement No. 34, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments, as of September 30, 2003.

In accordance with Government Auditing Standards, we have also issued our report dated June 18, 2004, on our consideration of Upshur County, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grants. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be read in conjunction with this report in considering the results of our audit.

The management's discussion and analysis on pages 3 through 7 is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Upshur County, Texas' basic financial statements. The combining fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining fund financial statements have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

*Pattillo, Brown & Hill, L.L.P.*

June 18, 2004

**MANAGEMENT'S  
DISCUSSION AND ANALYSIS**

**UPSHUR COUNTY, TEXAS****MANAGEMENT'S DISCUSSION AND ANALYSIS**

This section of the Upshur County, Texas (the "County") Financial Report presents a narrative overview and analysis of the financial activities of the primary government for the fiscal year ended September 30, 2003.

This discussion and analysis is being presented for the first time and it coincides with the implementation of Governmental Accounting Standards Board ("GASB") Statement No. 34, "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments" ("GASB Statement No. 34") Accordingly, there is limited comparative data available for analysis this year. Future reports will include extensive comparisons as required

**FINANCIAL HIGHLIGHTS**

- The County's total net assets increased by \$ 1,032,397, 14 percent over the course of this year's operations
- The total government-wide assets of the County exceeded the liabilities at September 30, 2003, by \$8,408,417 and are reported as total net assets of the primary government. Of this amount, \$2,078,040 (unrestricted net assets) may be used to meet ongoing obligations to citizens and creditors \$3,204,961 is restricted for specific purposes (restricted net assets), and \$3,125,416 is invested in capital assets, net of related debt.
- As of September 30, 2003, the County governmental funds reported combined fund balances of \$5,016,834, which represents a 15 percent increase from the prior year.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements, which are comprised of the following three components: 1) governmental-wide financial statements, 2) fund financial statements and 3) notes to the basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves

**Government-wide Financial Statements** are designed to provide readers with a broad overview of County finances, in a manner similar to a private-sector business.

The Statement of Net Assets presents information on all County assets and liabilities, with the difference between the two representing net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the County is improving or deteriorating

The Statement of Activities presents information that indicates how net assets changed during the fiscal year All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods

Both of these government-wide financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or in part a portion of their costs through user fees and charges (business-type activities). The governmental activities of the County include General Government, Public Safety, Roads and Bridges, Economic Development, Health and Human Services, Administration of Justice and Tax Administration

**Fund Financial Statements** are groupings of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate finance-related legal requirements. All of the funds of the County can be divided into two categories: governmental funds and fiduciary funds. The County does not have any proprietary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the County's near-term financing requirements.

Because the focus of governmental funds is narrower than of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The County adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

The County maintains 47 individual government funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances for the major governmental funds. Data from other governmental funds is combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those fund are not available to support the County's own programs.

**Notes to the Basic Financial Statements** provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes can be found starting on page 22 of this report.

**GOVERNMENT-WIDE FINANCIAL STATEMENTS**

This year is the first period the County applied GASB Statement No 34. The County has not restated prior periods for purposes of providing the comparative data for the Management Discussion and Analysis because certain prior year information is unavailable. However, in future years when prior year information is available a comparative analysis of government-wide data will be presented.

The largest portion of the County's current fiscal year net assets (37.2 percent) reflects its investments in capital assets (e.g. land, improvements, buildings, equipment, infrastructure) less any related debt used to acquire these assets that is outstanding. The main use of these capital assets is to provide services to citizens; consequently, these assets are not available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Another significant portion of the County's current fiscal year net assets (24.7 percent) represents unrestricted net assets, which may be used to meet the County's ongoing obligations to citizens and creditors.

The following table indicates changes in net assets for governmental activities.

**UPSHUR COUNTY'S CHANGES IN NET ASSETS**

	<u>Governmental Activities 2003</u>
Revenues	
Program revenues.	
Charges for services	\$ 3,468,181
Operating grants and contributions	1,559,216
Capital grants and contributions	31,006
General revenues	
Taxes - levied for general purposes	6,748,363
Sales taxes	743,946
Other taxes	341
Investment earnings	<u>226,808</u>
Total revenues	<u>12,777,861</u>
Expenses	
General government	7,709,615
Public safety	1,395,660
Public transportation	2,254,713
Legal	184,598
Library	22,942
Interest on long-term debt	<u>177,936</u>
Total expenses	<u>11,745,464</u>
Change in net assets	1,032,397
Net assets - beginning	<u>7,376,020</u>
Net assets - ending	<u>\$ 8,408,417</u>

## FINANCIAL ANALYSIS OF MAJOR FUNDS

**Governmental Funds.** The County's major general government functions are contained in the General Fund. The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the County's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At September 30, 2003, the County's governmental funds reported combined fund balances of \$5,016,834 an increase of \$659,946 from the prior year.

The General Fund is the chief operating fund of the County. At September 30, 2003, the General Fund reported revenues of \$ 7,660,762 and expenditures of \$7,189,641.

**Proprietary Funds.** The County has one Proprietary Fund. It is an Internal Service Fund used by management to charge the costs of insurance to individual funds. As of September 30, 2003, the net assets of this fund totaled \$639,991.

## GENERAL FUND BUDGETARY HIGHLIGHTS

During the year, actual revenues were more than budgeted estimates by \$297,384. Actual expenditures were less than budgeted estimates by \$4,681. The net effect resulted in a positive variance of \$302,065.

## CAPITAL ASSETS AND DEBT ADMINISTRATION

**Capital Assets.** The County's investment in capital assets for its governmental activities as of September 30, 2003, amounted to \$6,175,437 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, structures, equipment, vehicles, machinery, and other tangible and intangible assets.

For further information regarding capital assets, see Note 4.

**Long-term Debt.** At September 30, 2003, the County had total long-term debt outstanding of \$3,394,056. Refer to Note 4 for further information on the County's long-term debt.

## ECONOMIC FACTORS

The Commissioner's Court adopted the County's 2003-2004 budget on September 22, 2003. The budget was adopted based on estimated balances that would be available at the end of fiscal year 2003 and estimated revenues to be received in fiscal year 2004.

For 2003-2005, the property tax rate is .5882 per \$100 valuation, no change from the prior year.

**REQUEST FOR INFORMATION**

This financial report is designed to provide a general overview of the County's finances for all those with an interest in the County's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the County Auditor's Office, P. O. Box 730, Gilmer, Texas, 75644.

**BASIC  
FINANCIAL STATEMENTS**

**UPSHUR COUNTY, TEXAS**  
**STATEMENT OF NET ASSETS**  
**SEPTEMBER 30, 2003**

	<u>Governmental Activities</u>
<b>ASSETS</b>	
Cash and investments	\$ 4,697,780
Receivables, net of allowances for uncollectibles	1,491,281
Due from other sources	6,349
Capital assets	
Land	363,816
Buildings	6,789,467
Furniture and equipment	5,195,085
Less accumulated depreciation	<u>( 6,172,931)</u>
Total capital assets, net of accumulated depreciation	<u>6,175,437</u>
 Total assets	 <u>12,370,847</u>
<b>LIABILITIES</b>	
Accounts payable	534,162
Accrued liabilities	12,088
Accrued interest	22,124
Noncurrent liabilities	
Due within one year	417,085
Due in more than one year	<u>2,976,971</u>
Total liabilities	<u>3,962,430</u>
<b>NET ASSETS</b>	
Invested in capital assets, net of related debt	3,125,416
Restricted for	
Debt service	35,266
Other purposes	3,169,695
Unrestricted	<u>2,078,040</u>
 Total net assets	 <u>\$ 8,408,417</u>

The notes to the financial statements are an integral part of this statement.

**UPSHUR COUNTY, TEXAS**  
**STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Assets
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government Governmental Activities
<b>Primary Government:</b>					
<b>Governmental activities</b>					
General government	\$ 7,709,615	\$ 2,900,687	\$ 86,734	\$ -	\$( 4,722,194)
Public safety	1,395,660	33,946	1,438,305	31,006	107,597
Public transportation	2,254,713	415,251	-	-	( 1,839,462)
Legal	184,598	89,520	34,177	-	( 60,901)
Library	22,942	28,777	-	-	5,835
Interest on long-term debt	177,936	-	-	-	( 177,936)
Total governmental activities	<u>11,745,464</u>	<u>3,468,181</u>	<u>1,559,216</u>	<u>31,006</u>	<u>( 6,687,061)</u>
<b>General revenues</b>					
<b>Taxes</b>					
					6,748,363
					743,946
					341
					<u>226,808</u>
					<u>7,719,458</u>
					1,032,397
					<u>7,376,020</u>
					\$ <u>8,408,417</u>

The notes to the financial statements are an integral part of this statement.

**UPSHUR COUNTY, TEXAS**

**BALANCE SHEET**

**GOVERNMENTAL FUNDS**

**SEPTEMBER 30, 2003**

	<u>General</u>	<u>Road and Bridge</u>	<u>AP Supervision</u>	<u>Permanent Fund Permanent School</u>
<b>ASSETS</b>				
Cash and investments	\$ 1,154,424	\$ 1,252,852	\$ 345,944	\$ 1,134,589
Receivables (net of allowance for uncollectibles)	1,237,672	131,875	-	-
Due from other funds	683,714	6,861	-	-
Due from other sources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total assets	<u>\$ 3,075,810</u>	<u>\$ 1,391,588</u>	<u>\$ 345,944</u>	<u>\$ 1,134,589</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities				
Accounts payable	\$ 169,393	\$ 131,370	\$ 32,557	\$ -
Due to other funds	21,981	229	-	-
Accrued liabilities	12,088	-	-	-
Deferred revenue	<u>1,060,475</u>	<u>110,242</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>1,263,937</u>	<u>241,841</u>	<u>32,557</u>	<u>-</u>
Fund balances				
Unreserved, reported in				
General fund	1,811,873	-	-	-
Special revenue funds	-	1,149,747	313,387	1,134,589
Capital projects	-	-	-	-
Debt service funds	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total fund balances	<u>1,811,873</u>	<u>1,149,747</u>	<u>313,387</u>	<u>1,134,589</u>
Total liabilities and fund balances	<u>\$ 3,075,810</u>	<u>\$ 1,391,588</u>	<u>\$ 345,944</u>	<u>\$ 1,134,589</u>

Amounts reported for governmental activities in the statement of net assets are different because

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds

Other long-term assets are not available to pay for current-period expenditures and, therefore, are deferred in the funds

An Internal Service Fund is used by management to charge the costs of insurance to individual funds. The assets and liabilities of the Internal Service Fund are included in the governmental activities in the statement of net assets

Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds

Net assets of governmental activities

**The notes to the financial statements are an integral part of this statement.**

Other Governmental Funds	Total Governmental Funds
\$ 809,971	\$ 4,697,780
55,343	1,424,890
15,120	705,695
<u>6,349</u>	<u>6,349</u>
\$ <u>886,783</u>	\$ <u>6,834,714</u>
\$ 36,893	\$ 370,213
193,490	215,700
-	12,088
<u>49,162</u>	<u>1,219,879</u>
<u>279,545</u>	<u>1,817,880</u>
-	1,811,873
561,518	3,159,241
10,454	10,454
<u>35,266</u>	<u>35,266</u>
<u>607,238</u>	<u>5,016,834</u>
\$ <u>886,783</u>	
	6,175,437
	1,272,317
	( 639,991)
	( <u>3,416,180</u> )
	\$ <u>8,408,417</u>

**UPSHUR COUNTY, TEXAS**  
**STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

	<u>General</u>	<u>Road and Bridge</u>	<u>AP Supervision</u>	<u>Permanent Fund Permanent School</u>
<b>REVENUES</b>				
Taxes	\$ 5,393,229	\$ 1,649,400	\$ -	\$ -
Licenses and permits	73,886	490,213	-	-
Intergovernmental	45,547	-	281,247	-
Charges for services	789,401	-	449,913	-
Fines	895,427	379,999	-	-
Tobacco settlement	3,059	-	-	-
Miscellaneous	460,213	87,715	35,927	568
Total revenues	<u>7,660,762</u>	<u>2,607,327</u>	<u>767,087</u>	<u>568</u>
<b>EXPENDITURES</b>				
Current				
General governmental	7,189,641	-	-	-
Public safety	-	-	734,757	-
Public transportation	-	2,237,885	-	-
Legal	-	-	-	-
Library	-	-	-	-
Debt service				
Principal	-	255,405	-	-
Interest	-	5,481	-	-
Capital outlay	-	-	-	-
Total expenditures	<u>7,189,641</u>	<u>2,498,771</u>	<u>734,757</u>	<u>-</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>471,121</u>	<u>108,556</u>	<u>32,330</u>	<u>568</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer in	-	-	16,557	-
Transfer out	-	-	-	-
Total other financing sources and (uses)	<u>-</u>	<u>-</u>	<u>16,557</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCES</b>	471,121	108,556	48,887	568
<b>FUND BALANCES, BEGINNING</b>	<u>1,340,752</u>	<u>1,041,191</u>	<u>264,500</u>	<u>1,134,021</u>
<b>FUND BALANCES, ENDING</b>	<u>\$ 1,811,873</u>	<u>\$ 1,149,747</u>	<u>\$ 313,387</u>	<u>\$ 1,134,589</u>

The accompanying notes are an integral part of these financial statements.

Other Governmental Funds	Total Governmental Funds
\$ 471,264	\$ 7,513,893
-	564,099
739,095	1,065,889
126,305	1,365,619
32,936	1,308,362
-	3,059
<u>144,954</u>	<u>729,377</u>
<u>1,514,554</u>	<u>12,550,298</u>
86,396	7,276,037
660,903	1,395,660
-	2,237,885
166,629	166,629
22,633	22,633
344,869	600,274
172,441	177,922
<u>13,312</u>	<u>13,312</u>
<u>1,467,183</u>	<u>11,890,352</u>
<u>47,371</u>	<u>659,946</u>
-	16,557
<u>( 16,557)</u>	<u>( 16,557)</u>
<u>( 16,557)</u>	<u>-</u>
30,814	659,946
<u>576,424</u>	<u>4,356,888</u>
<u>\$ 607,238</u>	<u>\$ 5,016,834</u>

## UPSHUR COUNTY, TEXAS

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF ACTIVITIES**

**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

Amounts reported for governmental activities in the Statement of Activities (page 9) are different because

Net change in fund balances - total governmental funds (pages 12 - 13)	\$ 659,946
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.	( 48,342)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	227,563
The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. This amount is the net effect of these differences in the treatment of long-term debt and related items.	600,260
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	( 29,971)
Internal Service Funds are used by management to charge the costs of certain capital assets to individual funds. The net revenue of certain activities of internal service funds is reported with governmental activities.	( <u>377,059</u> )
Change in net assets of governmental activities (page 9)	\$ <u>1,032,397</u>

**The notes to the financial statements are an integral part of this statement.**

**UPSHUR COUNTY, TEXAS**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL**  
**ALL GOVERNMENTAL FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

	General			Variance with Final Budget Positive (Negative)
	Budgeted Amounts		Actual Amounts	
	Original	Final		
<b>REVENUES</b>				
Taxes	\$ 5,286,253	\$ 5,286,253	\$ 5,393,229	\$ 106,976
Licenses and permits	67,525	67,525	73,886	6,361
Intergovernmental	10,000	10,000	45,547	35,547
Charges for services	782,750	782,750	789,401	6,651
Fines	823,050	823,050	895,427	72,377
Tobacco settlement	4,000	4,000	3,059	( 941)
Miscellaneous	389,800	389,800	460,213	70,413
Total revenues	<u>7,363,378</u>	<u>7,363,378</u>	<u>7,660,762</u>	<u>297,384</u>
<b>EXPENDITURES</b>				
Current				
General governmental	7,194,322	7,194,322	7,189,641	4,681
Public safety	-	-	-	-
Public transportation	-	-	-	-
Total expenditures	<u>7,194,322</u>	<u>7,194,322</u>	<u>7,189,641</u>	<u>4,681</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>169,056</u>	<u>169,056</u>	<u>471,121</u>	<u>302,065</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer in	-	-	-	-
Total other financing sources and (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCES</b>	169,056	169,056	471,121	302,065
<b>FUND BALANCES, BEGINNING</b>	<u>1,340,752</u>	<u>1,340,752</u>	<u>1,340,752</u>	<u>-</u>
<b>FUND BALANCES, ENDING</b>	<u>\$ 1,509,808</u>	<u>\$ 1,509,808</u>	<u>\$ 1,811,873</u>	<u>\$ 302,065</u>

The accompanying notes are an integral part of these financial statements.

Road and Bridge				AP Supervision			
Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
Original	Final			Original	Final		
\$ 1,609,861	\$ 1,609,861	\$ 1,649,400	\$ 39,539	\$ -	\$ -	\$ -	\$ -
493,000	493,000	490,213	( 2,787)	-	-	-	-
-	-	-	-	281,247	58,829	281,247	222,418
-	-	-	-	449,913	369,000	449,913	80,913
365,747	365,747	379,999	14,252	-	-	-	-
-	-	-	-	-	-	-	-
43,000	43,000	87,715	44,715	35,927	111,944	35,927	( 76,017)
<u>2,511,608</u>	<u>2,511,608</u>	<u>2,607,327</u>	<u>95,719</u>	<u>767,087</u>	<u>539,773</u>	<u>767,087</u>	<u>227,314</u>
-	-	-	-	-	-	-	-
-	-	-	-	734,757	774,864	734,757	40,107
<u>2,525,533</u>	<u>2,525,533</u>	<u>2,237,885</u>	<u>287,648</u>	-	-	-	-
<u>2,525,533</u>	<u>2,525,533</u>	<u>2,237,885</u>	<u>287,648</u>	<u>734,757</u>	<u>774,864</u>	<u>734,757</u>	<u>40,107</u>
( 13,925)	( 13,925)	369,442	383,367	32,330	( 235,091)	32,330	267,421
-	-	-	-	16,557	-	16,557	16,557
-	-	-	-	16,557	-	16,557	16,557
( 13,925)	( 13,925)	369,442	383,367	48,887	( 235,091)	48,887	283,978
<u>1,041,191</u>	<u>1,041,191</u>	<u>1,041,191</u>	<u>-</u>	<u>264,500</u>	<u>264,500</u>	<u>264,500</u>	<u>-</u>
<u>\$ 1,027,266</u>	<u>\$ 1,027,266</u>	<u>\$ 1,410,633</u>	<u>\$ 383,367</u>	<u>\$ 313,387</u>	<u>\$ 29,409</u>	<u>\$ 313,387</u>	<u>\$ 283,978</u>

**UPSHUR COUNTY, TEXAS**  
**STATEMENT OF NET ASSETS**  
**PROPRIETARY FUND**  
**SEPTEMBER 30, 2003**

	<u>Governmental Activities - Internal Service Fund</u>
<b>ASSETS</b>	
Property taxes receivable	\$ <u>66,391</u>
Total assets	\$ <u>66,391</u>
<b>LIABILITIES</b>	
Accounts payable	\$ 9,018
Insurance claims payable	154,931
Due to other funds	489,995
Deferred revenue	<u>52,438</u>
Total liabilities	<u>706,382</u>
<b>NET ASSETS</b>	
Unrestricted	( <u>639,991</u> )
Total net assets	\$( <u>639,991</u> )

The accompanying notes are an integral part of these financial statements.

**UPSHUR COUNTY, TEXAS**  
**STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN FUND NET ASSETS**  
**PROPRIETARY FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

	<u>Governmental Activities - Internal Service Fund</u>
<b>OPERATING REVENUES</b>	
Current taxes	\$ 1,066,024
Miscellaneous	255,225
Interest	<u>7,244</u>
Total operating revenues	<u>1,328,493</u>
 <b>OPERATING EXPENSES</b>	
Claims	<u>1,705,552</u>
Total operating expenses	<u>1,705,552</u>
 <b>CHANGE IN NET ASSETS</b>	 ( 377,059)
 <b>TOTAL NET ASSETS, BEGINNING</b>	 ( <u>262,932</u> )
 <b>TOTAL NET ASSETS, ENDING</b>	 \$( <u>639,991</u> )

The accompanying notes are an integral part of these financial statements.

**UPSHUR COUNTY, TEXAS**

**STATEMENT OF CASH FLOWS**

**PROPRIETARY FUND**

**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

Governmental  
Activities -  
Internal  
Service Fund

**CASH FLOWS FROM OPERATING ACTIVITIES**

Cash received from customers	\$ 1,372,239
Cash paid to suppliers for goods and services	<u>1,407,462</u>
Net cash used for operating activities	<u>( 35,223)</u>

**NET DECREASE IN CASH AND CASH EQUIVALENTS** ( 35,223)

**CASH AND CASH EQUIVALENTS, BEGINNING** 35,223

**CASH AND CASH EQUIVALENTS, ENDING** \$ -

**RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH**

**PROVIDED (USED) BY OPERATING ACTIVITIES:**

Net operating loss	\$( 377,059)
Adjustments to reconcile net operating income (loss) to net cash provided by operating activities.	
(Increase) decrease in property taxes receivable	43,746
(Increase) decrease in due from other sources	1,333
Increase (decrease) in accounts payable	( 29,795)
Increase (decrease) in deferred revenue	( 49,019)
Increase (decrease) in due to other funds	489,995
Increase (decrease) in insurance claims payable	<u>( 114,424)</u>
Net cash used for operating activities	<u>\$( 35,223)</u>

**The accompanying notes are an integral part of these financial statements.**

**UPSHUR COUNTY, TEXAS**  
**STATEMENT OF FIDUCIARY NET ASSETS**  
**FIDUCIARY FUNDS**  
**SEPTEMBER 30, 2003**

	Private Purpose Trust Available School	Agency Funds
<b>ASSETS</b>		
Cash and investments	\$ <u>237,918</u>	\$ <u>1,038,819</u>
Total assets	\$ <u>237,918</u>	\$ <u>1,038,819</u>
<b>LIABILITIES</b>		
Due to others	\$ <u>237,918</u>	\$ <u>1,038,819</u>
Total liabilities	\$ <u>237,918</u>	\$ <u>1,038,819</u>

**The accompanying notes are an integral part of these financial statements.**

UPSHUR COUNTY, TEXAS

STATEMENT OF CHANGES IN FIDUCIARY NET ASSETS

FIDUCIARY FUNDS

SEPTEMBER 30, 2003

	Private Purpose Trust <hr/> Available School <hr/>
<b>ADDITIONS</b>	
Contributions	
Lease of land	\$ <u>177,120</u>
Total contributions	<u>177,120</u>
Investment earnings	
Interest	<u>46,700</u>
Total investment earnings	<u>46,700</u>
Total additions	<u>223,820</u>
<b>DEDUCTIONS</b>	
Available fund allocation	200,000
Taxes	<u>15,024</u>
Total deductions	<u>215,024</u>
<b>CHANGE IN NET ASSETS</b>	8,796
<b>NET ASSETS, BEGINNING</b>	<u>229,122</u>
<b>NET ASSETS, ENDING</b>	\$ <u>237,918</u>

The accompanying notes are an integral part of these financial statements.

**NOTES TO  
FINANCIAL STATEMENTS**

UPSHUR COUNTY, TEXAS

NOTES TO THE FINANCIAL STATEMENTS

SEPTEMBER 30, 2003

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Upshur County, Texas, (the County) uses a commission form of government under the laws and statutes of the constitution of the State of Texas. The County provides various services to advance the welfare, health, morals, comfort, safety, and convenience of the County and its inhabitants. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

A. Reporting Entity

In 1991, GASB issued Statement No 14, "The Financial Reporting Entity," which established standards for defining and reporting on the financial reporting entity. The discussion that follows includes not only the minimum guidelines for an entity's inclusion in the County's financial statements, but also the reasons that certain entities were excluded from the statements

The definition of the reporting entity is based primarily on the notion of financial accountability. The elected officials governing Upshur County are accountable to their constituents for their public policy decisions, regardless of whether those decisions are carried out directly through the operations of the County or by their appointees through the operations of a separate entity. Therefore, the County is not only financially accountable for the organizations that make up its legal entity, it is also financially accountable for legally separate organizations if its officials appoint a voting majority of an organization's governing body and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on the County.

Depending upon the significance of the County's financial and operational relationships with various separate entities, the organizations are classified as blended or discretely presented component units, related organizations, joint ventures, or jointly governed organizations, and the financial disclosure is treated accordingly.

Related Organizations

The County's officials are also responsible for appointing the members of the boards of other organizations, but the County's accountability for these organizations do not extend beyond making the appointments. The Commissioners' Court or specific committees of the Commissioners' Court appoint members of many organizations. Positions on these boards are appointed in certain instances in entirety, partially, or with Commissioners' Court members.

(continued)

**I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****B. Implementation of New Accounting Pronouncement**

In June 1999, the Governmental Accounting Standards Board (GASB) unanimously approved Statement No. 34, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments. Certain of the significant changes in the Statement include the following:

- For the first time, the financial statements include:
  - A Management Discussion and Analysis (MD&A) section providing an analysis of the County's overall financial position and results of operations.
  - Financial statements prepared using full accrual accounting for all of the County's activities, including infrastructure (roads, bridges, etc )
- A change in the fund financial statements to focus on the major funds.

These and other changes are reflected in the accompanying financial statements (including notes to financial statements). The County implemented the general provisions of the Statement in the current year

**C. Government-wide and Fund Financial Statements**

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on all of the nonfiduciary activities of the government. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenue, are reported separately from business-like activities, which rely to a significant extent on fees and charges for support. The government has no business-like activities, or component units

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenue. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenue includes 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenue are reported instead as general revenue.

Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

(continued)

**I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****C. Government-wide and Fund Financial Statements (Continued)**

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on all of the nonfiduciary activities of the government. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenue, are reported separately from *business-like activities*, which rely to a significant extent on fees and charges for support. The government has no business-like activities, or component units.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenue. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenue* includes 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenue are reported instead as *general revenue*.

Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

**D. Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenue to be available if collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

(continued)

## I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Measurement Focus, Basis of Accounting and Financial Statement Presentation  
(Continued)

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the County.

The County reports the following major governmental funds:

The General Fund is the County's primary operating fund. It accounts for all financial resources of the County, except those required to be accounted for in another fund.

The Road and Bridge Fund is A Special Revenue Fund used to account for revenue derived from ad valorem taxes, vehicle registration fees and rebates from the State of Texas. Expenditures are for maintenance and construction of County roads and bridges.

The A/P Supervision Fund is a Special Revenue Fund used to account for the revenues and expenditures associated with a grant received from the Texas Juvenile Probation Commission.

The Permanent School Fund is used to account for assets held by the County for the benefit of the various school districts in the County. These assets are to be held in perpetuity, with the interest used for operating expenses of the school districts.

Additionally, the County reports the following fund types:

Internal Service Fund accounts for a self-insurance program provided to other departments or agencies of the government on a cost reimbursement basis.

The Private-purpose Trust Fund is used to account for investments, interest, rents and royalties for the benefit of various school districts in the County. The revenues are distributed to the various school districts.

Agency Funds are used to account for assets held by the County as an agent for individuals and other governments. Agency Funds are custodial in nature and do not include measurements of results of operations.

(continued)

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Measurement Focus, Basis of Accounting and Financial Statement Presentation  
(Continued)

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in the government-wide fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Governments also have the *option* of following subsequent private-sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The County has elected not to follow subsequent private-sector guidance.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as *program revenues* include: 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenue. Likewise, general revenue includes all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the County's Internal Service Funds are charges to customers for services. Operating expenses for Internal Service Funds include the cost of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

E. Assets, Liabilities and Net Assets or Equity

**Cash and Investments**

The County's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

The County pools cash resources of some funds and invests these funds jointly. Each fund owns a pro rata share of the cash and investments. The County is entitled to invest in obligations of the United States, the State of Texas, and certificates of deposit of state or national banks or savings and loan associations within the state. Investments are stated at fair value.

Investment earnings are allocated to the respective funds based on the cash balances outstanding at the end of each month

(continued)

**I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****E. Assets, Liabilities and Net Assets or Equity (Continued)****Receivables and Payables**

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds"

All trade and property tax receivables are shown net of an allowance for uncollectibles. The property tax receivable allowance is equal to 2% of the current year tax levy

Property taxes are levied on October 1 and attach as an enforceable lien on property as of January 1. Statements are mailed on October 1, or as soon thereafter as possible, and are due upon receipt. All unpaid taxes become delinquent if not paid before February 1 of the following year

**Compensated Absences**

The Upshur County personnel permits employees to accumulate earned but unused vacation and sick pay benefits. There is no liability for unpaid accumulated sick leave since the County does not have a policy to pay any amounts when employees separate from service with the government. All vacation pay is accrued when incurred in the government-wide financial statements.

**Long-term Obligations**

In the government-wide financial statements, and proprietary fund types in the fund financial statement, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

(continued)

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Assets, Liabilities and Net Assets or Equity (Continued)

**Fund Equity**

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Designations of fund balance represent tentative management plans that are subject to change.

**Net Assets**

Net assets represent the difference between assets and liabilities. Net assets invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. Net assets are reported as restricted when there are limitations imposed on their use either through the enabling legislations adopted by the County or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

II. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Explanation of Certain Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Assets

The governmental fund statement of revenue, expenditures and changes in fund balances includes a reconciliation between *net changes in fund balances - total governmental fund* and *changes in net assets of governmental activities* as reported in the government-wide statement of activities. One element of that reconciliation explains, "Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense." The details of this \$(48,342) difference are as follows:

Capital outlay	\$ 487,790
Depreciation expense	( 536,132)
Net adjustment to reduce <i>net changes in fund balances - total governmental funds</i> to arrive at <i>changes in net assets of governmental activities</i>	\$( 48,342)

(continued)

## II. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (Continued)

### Explanation of Certain Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Assets (Continued)

Another element of that reconciliation states, "Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds." The details of this \$227,563 difference are as follows.

Deferred property taxes	\$( 21,243)
Deferred court revenues	<u>248,806</u>
Net adjustment to increase <i>net changes in fund balances - total governmental funds</i> to arrive at <i>changes in net assets of governmental activities</i>	<u>\$ 227,563</u>

## III. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

### A. Budgetary Information

Formal budgetary integration is employed as a management control device during the year for the General Fund. This budget is adopted on the cash basis. Once approved, the Commissioners' Court may amend the legally adopted budget when unexpected modifications are required in estimated revenue and appropriations.

The budgets for the operating funds and proprietary fund operations are prepared on the cash and expenditure basis. Revenue is budgeted in the year receipt is expected; and expenditures are budgeted in the year that the applicable purchase orders are expected to be issued. The budget and actual financial statements are reported on these bases. Unencumbered appropriations for annually budgeted funds lapse at fiscal year-end.

Annually appropriated budgets are not adopted for all Special Revenue Funds. The Juvenile Probation JJAEP, Marion County Pro Rata, Juvenile Justice Accountability Block Grant, Juvenile Probation Fees, Disaster Relief, JP Court Technology, Title IV-E, and Progressive Sanctions Funds do not have legally adopted budgets.

### B. Deficit Fund Equities

#### **Special Revenue Fund**

As of September 30, 2003, the following Special Revenue Funds had deficit fund balances: D. A. Art 53.08 Fees (\$161), Hot Check Restitution (\$632), A/P CCP (\$1,464), Progressive Sanctions (\$46,837), Juvenile Probation JJAEP (\$1,701), Marion County Pro Rata (\$3,064), Solid Waste Management Plan (\$19,417), Unclaimed Capital Credits (\$63,313), Juvenile Justice Accountability Block Grant (\$7,178), TIF Grant (\$9,539), Loan Star Libraries (\$6), SCJP Grant (\$13,989), and Boot Camp (\$5,993). The County plans to fund these deficits through transfers from the General Fund.

(continued)

**III. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY (Continued)**

**B. Deficit Fund Equities (Continued)**

**Internal Service Fund**

As of September 30, 2003, the Internal Service Fund had a deficit fund balance of (\$639,991). The County plans to fund this deficit through transfers from the General Fund

**IV. DETAILED NOTES ON ALL FUNDS**

**A. Deposits and Investments**

At year-end, the carrying amount of the County's deposits was \$1,047,848 and the bank balance was \$1,693,426. Of the bank balance, \$100,000 was covered by federal depository insurance and the entire remainder was covered by collateral pledged to the County by the County's depository bank and held by an independent third party bank in the County's name.

Investments are categorized into these three categories of credit risk:

1. Insured or registered, or securities held by the government or its agent in the government's name.
2. Uninsured and unregistered, with securities held by the counterparty's trust department or agent in the government's name.
3. Uninsured and unregistered, with securities held by the counterparty, or by its trust department or agent, but not in the government's name.

At year-end, the government's investments were carried at fair value and the balances were as follows:

	Category			Carrying Value
	1	2	3	
Certificates of deposit	\$ -	\$ 4,926,669	\$ -	\$ 4,926,669
	\$ -	\$ 4,926,669	\$ -	\$ 4,926,669

(continued)

## IV. DETAILED NOTES ON ALL FUNDS (Continued)

B. Receivables

Receivables as of year-end for the government's individual major funds and nonmajor, internal service, and fiduciary funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	<u>General</u>	<u>Road and Bridge</u>	<u>Nonmajor Funds</u>	<u>Total</u>
Receivables:				
Taxes	\$ 456,031	\$ 131,875	\$ 50,095	\$ 638,001
Adjudicated fines	1,167,056	-	-	1,167,056
Intergovernmental	-	-	5,248	5,248
Gross receivables	1,623,087	131,875	55,343	1,810,305
Less allowance for uncollectibles	( 385,415)	-	-	( 385,415)
Net Total Receivables	<u>\$ 1,237,672</u>	<u>\$ 131,875</u>	<u>\$ 55,343</u>	<u>\$ 1,424,890</u>

Governmental funds report *deferred revenue* in connection with receivables for revenue that is not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of *deferred revenue* and *unearned revenue* reported in the governmental funds were as follows:

	<u>Unavailable</u>	<u>Total</u>
Delinquent property taxes receivable (General Fund)	\$ 278,834	\$ 278,834
Adjudicated fines (General Fund)	781,641	781,641
Delinquent property taxes receivable (Road and Bridge)	110,242	110,242
Delinquent property taxes receivable (Nonmajor governmental funds)	<u>49,162</u>	<u>49,162</u>
Governmental Funds	<u>\$ 1,219,879</u>	<u>\$ 1,219,879</u>

(continued)

IV. DETAILED NOTES ON ALL FUNDS (Continued)

C. Capital Assets

Capital asset activity for the year ended September 30, 2003, was as follows:

**Primary Government**

	Beginning Balance	Increases	Decreases	Ending Balance
Government activities				
Capital assets, not being depreciated				
Land	\$ 363,816	\$ -	\$ -	\$ 363,816
Total capital assets not being depreciated	<u>363,816</u>	<u>-</u>	<u>-</u>	<u>\$ 363,816</u>
Capital assets, being depreciated				
Buildings	6,789,467	-	-	6,789,467
Furniture and equipment	4,707,295	487,790	-	5,195,085
Total capital assets being depreciated	<u>11,496,762</u>	<u>487,790</u>	<u>-</u>	<u>11,984,552</u>
Less accumulated depreciation				
Buildings	2,998,240	104,389	-	3,102,629
Furniture and equipment	2,638,559	431,743	-	3,070,302
Total accumulated depreciation	<u>5,636,799</u>	<u>536,132</u>	<u>-</u>	<u>6,172,931</u>
Total capital assets, being depreciated, net	<u>5,859,963</u>	<u>( 48,342)</u>	<u>-</u>	<u>5,811,621</u>
Governmental activities capital assets, net	<u>\$ 6,223,779</u>	<u>\$ ( 48,342)</u>	<u>\$ -</u>	<u>\$ 6,175,437</u>

Depreciation expense was charged to functions/programs of the primary government as follows.

Governmental activities:	
General government	\$ 215,550
Public transportation	<u>320,582</u>
Total depreciation expense - governmental activities	<u>\$ 536,132</u>

D. Interfund Receivables, Payables and Transfers

The composition of interfund balances as of September 30, 2003, is as follows:

**Due to/from Other Funds:**

Receivable Fund	Payable Fund	Amount
General fund	Internal service	\$ 489,995
	Road and bridge	229
	Nonmajor governmental	193,490
Road and bridge	General fund	6,861
Nonmajor governmental	General fund	<u>15,120</u>
Total		<u>\$ 705,695</u>

(continued)

IV. DETAILED NOTES ON ALL FUNDS (Continued)

D. Interfund Receivables, Payables and Transfers (Continued)

Balances resulted from the time lag between the dates that 1) interfund goods and services are provided on reimbursable expenditures, 2) transactions are recorded in the accounting system, and 3) payment between funds are made.

**Interfund Transfers:**

	Transfers In A/P Supervision
Transfers Out	
Nonmajor Governmental	\$ <u>16,557</u>
Total Transfers Out	\$ <u>16,557</u>

The \$16,557 transfer was made to account for transfers of monies between juvenile probation funds

E. Long-term Debt

General long-term debt consisted of the following as of September 30, 2003

(A) Note payable - Gilmer National Bank, Due in installments of \$8,273, including interest of 6%, original value of \$247,500	\$ 110,021
(B) Certificate of Obligation, Series 1997, due in bi-annual payments with interest varying from 5%-5 7%, original issue of \$3,340,000	2,940,000
(D) Compensated absences	344,035

**Changes in Long-term Debt**

The annual requirements to amortize general obligation debt as of September 30, 2003, follow.

Years Ending September 30,	Principal	Interest	Total
2004	\$ 330,000	\$ 152,365	\$ 482,365
2005	350,000	134,428	484,428
2006	410,000	114,083	524,083
2007	425,000	91,431	516,431
2008	450,000	76,238	526,238
2009 - 2010	975,000	52,163	1,027,163
Total	\$ 2,940,000	\$ 620,708	\$ 3,560,708

(continued)

**IV. DETAILED NOTES ON ALL FUNDS (Continued)**

**E. Long-term Debt (Continued)**

**Changes in Long-term Debt (Continued)**

Annual requirements to amortize notes payable as of September 30, 2003, follow:

<u>Years Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2004	\$ 87,085	\$ 4,295	\$ 91,380
2005	<u>22,936</u>	<u>726</u>	<u>23,662</u>
Total	<u>\$ 110,021</u>	<u>\$ 5,021</u>	<u>\$ 115,042</u>

**Changes in Long-term Liabilities**

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
<b>Governmental Activities</b>					
Certificate of obligation	\$ 3,255,000	\$ -	\$ 315,000	\$ 2,940,000	\$ 330,000
Note payable	395,281	-	285,260	110,021	87,085
Compensated absences	<u>314,064</u>	<u>321,879</u>	<u>291,908</u>	<u>344,035</u>	<u>-</u>
Governmental activity long-term liabilities	<u>\$ 3,964,345</u>	<u>\$ 321,879</u>	<u>\$ 892,168</u>	<u>\$ 3,394,056</u>	<u>\$ 417,085</u>

**V. OTHER INFORMATION**

**A. Risk Management**

The County is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the County carries commercial insurance. The County participates in a risk management program through Texas Association of Counties for workers' compensation coverage

The County has not had any significant reductions in insurance coverage from coverage in the prior year. The amount of settlements has not exceeded insurance coverage in any of the previous three years.

During the year ended September 30, 1990, the County established an employee medical benefit plan (the Plan) to self-insure claims up to \$25,000 per year for each individual covered; claims above \$25,000 are covered by a stop-loss insurance policy. The County and its covered employees contribute to the fund to pay claims and stop-loss insurance premiums. At September 30, 2003, officials believe that the County has made provisions sufficient to cover estimated claims, including claims incurred, but not yet reported.

(continued)

**V. OTHER INFORMATION (Continued)****A. Risk Management (Continued)**

The County is the defendant in a number of lawsuits arising principally in the normal course of operations. In the opinion of the management, the outcome of these lawsuits will not have a material adverse effect on the accompanying combined financial statements and accordingly, no provision for losses has been recorded.

The County participates in numerous state and federal grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the County has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectibility of any related receivable at September 30, 2003, may be impaired. In the opinion of the County, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying combined financial statements for such contingencies.

**B. Retirement Plan****Plan Description**

Upshur County provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit pension plan in the statewide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCERS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of 535 nontraditional defined benefit pension plans. TCERS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar year basis. The CAFR is available upon written request from the TCERS Board of Trustees at P. O. Box 2034, Austin, Texas 78768-2034.

The plan provisions are adopted by the governing body of the employer, within the options available in the Texas state statutes governing TCERS (TCERS Act). Members can retire at ages 60 and above with 8 or more years of service, with 30 years of service regardless of age, or when the sum of their age and years of service equals 75 or more. Members are vested after 8 years of service, but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contributions in a lump sum are not entitled to any amounts contributed by their employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCERS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCERS Act.

(continued)

**V. OTHER INFORMATION (Continued)**

**B. Retirement Plan (Continued)**

**Funding Policy**

The employer has elected the annually determined contribution rate (ADCR) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually.

The employer contributed using the actuarially determined rate of 9.72% for the months of the accounting year in 2002, and 9.47% for the months of the accounting year in 2003.

The contribution rate payable by the employee members for calendar year 2003 is the rate of 7% as adopted by the governing body of the employer. The employee contribution rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act.

**Annual Pension Cost**

For the employer's accounting year ending September 30, 2003, the annual pension cost for the TCDRS plan for its employees was \$493,834 and the actual contributions were \$493,834.

The annual required contributions were actuarially determined as a percent of the covered payroll of the participating employees, and were in compliance with the GASB Statement No. 27 parameters based on the actuarial valuations as of December 31, 2000 and December 31, 2001, the basis for determining the contribution rates for calendar years 2000 and 2001. The December 31, 2002, actuarial valuation is the most recent valuation.

**Actuarial Valuation Information**

Actuarial Valuation Date	12/31/00	12/31/01	12/31/02
Actuarial cost method	entry age	entry age	entry age
Amortization method	level percentage of payroll, open	level percentage of payroll, open	level percentage of payroll, open
Amortization period in years	20 years	20 years	20 years
Asset valuation method	long-term appreciation for adjustment	long-term appreciation for adjustment	long-term appreciation for adjustment
<b>Actuarial Assumptions</b>			
Investment return	8.00%	8.00%	8.00%
Projected salary increases	5.9%	5.5%	5.5%
Inflation	4.0%	3.5%	3.5%
Cost-of-living adjustments	0.0%	0.0%	0.0%

(continued)

## V. OTHER INFORMATION (Continued)

## B. Retirement Plan (Continued)

## Annual Pension Cost (Continued)

Trend Information for the  
Retirement Plan for the Employees of Upshur County

Accounting Year Ending	Annual Pension Cost (APC)	Percentage of APC Contributed	Net Pension Obligation
09/30/00	\$ 417,132	100%	\$ -
09/30/01	473,470	100%	-
09/30/02	493,834	100%	-

**Transition Disclosure.** It was determined in accordance with GASB Statement No. 27 that the pension liability was zero at the transition to that statement effective at the beginning of this accounting year, because all actuarially required contributions for the accounting years beginning in 1987 up to the beginning of this accounting year have been paid. There was no previously reported pension liability before the transition. Therefore, the difference between the pension liability at transition and the previously reported pension liability is zero.

Schedule of Funding Progress for the Retirement Plan  
For the Employees of Upshur County

Year	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Annual Covered Payroll (1) (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
2000	\$ 8,879,268	\$ 10,341,307	\$ 1,462,039	85.86%	\$ 4,025,257	36.32%
2001	9,521,309	11,125,420	1,604,111	85.58%	4,590,073	34.95%
2002	10,081,487	11,857,655	1,776,168	85.02%	4,999,690	35.53%

- (1) The annual covered payroll is based on the employee contributions received by TCDRS for the year ending with the valuation date.
- (2) Revised economic and demographic assumptions due to an experience review were reflected in this valuation.

**COMBINING AND INDIVIDUAL FUND  
STATEMENTS AND SCHEDULES**

## NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

*Special Revenue Funds* are used to account for revenues that are legally restricted for expenditure for particular purposes. The County's Special Revenue Funds are as follows:

*Sheriff's Special*

*Purchased Medical Services*

*Records Management Fee*

*SCAAP*

*Records Management and Other*

*Courthouse Security*

*Library Special*

*Literacy Grant*

*Law Library*

*D. A. State*

*D. A. Art 53.08 Fees*

*Hot Check Restitution*

*Drug Interdiction*

*Local Law Enforcement Block Grant*

*Judicial Education*

*Voter Registration*

*A/P CCP*

*Juvenile Probation TJPC*

*Progressive Sanctions*

*Juvenile Probation Fees*

*Stop Forfeiture Fund*

*Law Enforcement Education*

*Juvenile Probation JJAEP*

*CJIS Grant*

*Juvenile Probation CJD*

*Community Corrections*

*Marion County Pro Rata*

*Solid Waste Management Plan*

*Justice of the Peace Neli*

*Unclaimed Capital Credits*

*Juvenile Justice Accountability Block Grant*

*A/P Substance Abuse*

*TIF Grant r*

*Loan Star Libraries*

*Disaster Relief*

*Justice of the Peace Court Tech*

*Title IV-E*

*SCJP Grant*

*Hillcrest Foundation*

*Boot Camp*

*D. A. Forfeiture*

**CAPITAL PROJECTS FUND**

The *Capital Projects Fund* is used to account for the purchase of capital assets used by the County. The proceeds for these purchases originate from long-term debt issues.

**DEBT SERVICE FUND**

The *Debt Service Funds* are used to account for the accumulation of resources and payment of certificate of obligation principal and interest from governmental resources.

**UPSHUR COUNTY, TEXAS**  
**COMBINING BALANCE SHEET**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

	Special Revenue Funds				
	Sheriff's Special	Purchased Medical Services	Records Management Fee	SCAAP	Records Management and Other
<b>ASSETS</b>					
Cash and investments	\$ 15,501	\$ 86,587	\$ 149,242	\$ 6,545	\$ 21,394
Property taxes receivable	-	-	-	-	-
Due from other funds	-	-	-	-	-
Due from other sources	-	-	-	-	-
Total assets	<u>\$ 15,501</u>	<u>\$ 86,587</u>	<u>\$ 149,242</u>	<u>\$ 6,545</u>	<u>\$ 21,394</u>
<b>LIABILITIES</b>					
Accounts payable	\$ 484	\$ -	\$ 2,639	\$ -	\$ -
Deferred revenue	-	-	-	-	-
Due to other funds	-	-	-	-	-
Total liabilities	<u>484</u>	<u>-</u>	<u>2,639</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCES</b>					
Total fund balances	<u>15,017</u>	<u>86,587</u>	<u>146,603</u>	<u>6,545</u>	<u>21,394</u>
Total liabilities and fund balances	<u>\$ 15,501</u>	<u>\$ 86,587</u>	<u>\$ 149,242</u>	<u>\$ 6,545</u>	<u>\$ 21,394</u>

Special Revenue Funds

<u>Courthouse Security</u>	<u>Library Special</u>	<u>Literacy Grant</u>	<u>Law Library</u>	<u>D A State</u>	<u>D A Art 53 08 Fees</u>	<u>Hot Check Restitution</u>	<u>Drug Interdiction</u>
\$ 3,242	\$ -	\$ -	\$ 49,612	\$ 15,294	\$ 429	\$ 508	\$ 3,868
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	904	-	-	-	-	-
<u>\$ 3,242</u>	<u>\$ -</u>	<u>\$ 904</u>	<u>\$ 49,612</u>	<u>\$ 15,294</u>	<u>\$ 429</u>	<u>\$ 508</u>	<u>\$ 3,868</u>
\$ -	\$ -	\$ -	\$ 2,750	\$ 210	\$ 590	\$ 1,140	\$ -
-	-	-	-	-	-	-	-
-	-	904	-	-	-	-	-
-	-	904	2,750	210	590	1,140	-
3,242	-	-	46,862	15,084	( 161)	( 632)	3,868
<u>3,242</u>	<u>-</u>	<u>-</u>	<u>46,862</u>	<u>15,084</u>	<u>( 161)</u>	<u>( 632)</u>	<u>3,868</u>
<u>\$ 3,242</u>	<u>\$ -</u>	<u>\$ 904</u>	<u>\$ 49,612</u>	<u>\$ 15,294</u>	<u>\$ 429</u>	<u>\$ 508</u>	<u>\$ 3,868</u>

(continued)

**UPSHUR COUNTY, TEXAS**  
**COMBINING BALANCE SHEET**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**(Continued)**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

	Special Revenue Funds				
	<u>Local Law Enforcement Block Grant</u>	<u>Judicial Education</u>	<u>Voter Registration</u>	<u>A/P CCP</u>	<u>Juvenile Probation TJPC</u>
<b>ASSETS</b>					
Cash and investments	\$ 596	\$ 462	\$ 1,200	\$ -	\$ 77,546
Property taxes receivable	-	-	-	-	-
Due from other funds	-	-	-	-	-
Due from other sources	-	-	-	-	-
Total assets	<u>\$ 596</u>	<u>\$ 462</u>	<u>\$ 1,200</u>	<u>\$ -</u>	<u>\$ 77,546</u>
<b>LIABILITIES</b>					
Accounts payable	\$ -	\$ -	\$ 268	\$ 1,248	\$ 1,233
Deferred revenue	-	-	-	-	-
Due to other funds	-	-	-	216	-
Total liabilities	<u>-</u>	<u>-</u>	<u>268</u>	<u>1,464</u>	<u>1,233</u>
<b>FUND BALANCES</b>					
Total fund balances	<u>596</u>	<u>462</u>	<u>932</u>	<u>( 1,464)</u>	<u>76,313</u>
Total liabilities and fund balances	<u>\$ 596</u>	<u>\$ 462</u>	<u>\$ 1,200</u>	<u>\$ -</u>	<u>\$ 77,546</u>

Special Revenue Funds

<u>Progressive Sanctions</u>	<u>Juvenile Probation Fees</u>	<u>Law Enforcement Education</u>	<u>Juvenile Probation JJAEP</u>	<u>CJIS Grant</u>	<u>Juvenile Probation CJD</u>	<u>Community Corrections</u>	<u>Marion County Pro Rata</u>
\$ -	\$ 34,225	\$ 20,884	\$ -	\$ -	\$ -	\$ 42,140	\$ -
-	-	-	-	-	-	-	-
-	-	-	-	15,000	120	-	-
-	-	-	5,248	-	-	-	-
<u>\$ -</u>	<u>\$ 34,225</u>	<u>\$ 20,884</u>	<u>\$ 5,248</u>	<u>\$ 15,000</u>	<u>\$ 120</u>	<u>\$ 42,140</u>	<u>\$ -</u>
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	-	-
46,837	-	-	6,949	15,000	-	-	3,064
<u>46,837</u>	<u>-</u>	<u>-</u>	<u>6,949</u>	<u>15,000</u>	<u>-</u>	<u>-</u>	<u>3,064</u>
( 46,837)	34,225	20,884	( 1,701)	-	120	42,140	( 3,064)
( 46,837)	34,225	20,884	( 1,701)	-	120	42,140	( 3,064)
<u>\$ -</u>	<u>\$ 34,225</u>	<u>\$ 20,884</u>	<u>\$ 5,248</u>	<u>\$ 15,000</u>	<u>\$ 120</u>	<u>\$ 42,140</u>	<u>\$ -</u>

(continued)

**UPSHUR COUNTY, TEXAS**

**COMBINING BALANCE SHEET**

**NONMAJOR GOVERNMENTAL FUNDS**

(Continued)

FOR THE YEAR ENDED SEPTEMBER 30, 2003

	Special Revenue Funds				
	Solid Waste Management Plan	JP Neli	Unclaimed Capital Credits	Juvenile Justice Accountability Block Grant	A/P Substance Abuse
<b>ASSETS</b>					
Cash and investments	\$ -	\$ 1,050	\$ -	\$ -	\$ 50,519
Property taxes receivable	-	-	-	-	-
Due from other funds	-	-	-	-	-
Due from other sources	<u>197</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total assets	<u>\$ 197</u>	<u>\$ 1,050</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 50,519</u>
<b>LIABILITIES</b>					
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ 26,169
Deferred revenue	-	-	-	-	-
Due to other funds	<u>19,614</u>	<u>1,050</u>	<u>63,313</u>	<u>7,178</u>	<u>-</u>
Total liabilities	<u>19,614</u>	<u>1,050</u>	<u>63,313</u>	<u>7,178</u>	<u>26,169</u>
<b>FUND BALANCES</b>					
Total fund balances	<u>( 19,417)</u>	<u>-</u>	<u>( 63,313)</u>	<u>( 7,178)</u>	<u>24,350</u>
Total liabilities and fund balances	<u>\$ 197</u>	<u>\$ 1,050</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 50,519</u>

Special Revenue Funds

<u>TIF Grant</u>	<u>Loan Star Libraries</u>	<u>Disaster Relief</u>	<u>JP Court Tech</u>	<u>Title IV - E</u>	<u>SCJP Grant</u>	<u>Hillcrest Foundation</u>	<u>Boot Camp</u>
\$ -	\$ -	\$ -	\$ 25,219	\$ 163,004	\$ -	\$ 351	\$ -
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,219</u>	<u>\$ 163,004</u>	<u>\$ -</u>	<u>\$ 351</u>	<u>\$ -</u>
\$ 162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	-	-
<u>9,377</u>	<u>6</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>13,989</u>	<u>-</u>	<u>5,993</u>
<u>9,539</u>	<u>6</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>13,989</u>	<u>-</u>	<u>5,993</u>
<u>( 9,539)</u>	<u>( 6)</u>	<u>-</u>	<u>25,219</u>	<u>163,004</u>	<u>( 13,989)</u>	<u>351</u>	<u>( 5,993)</u>
<u>( 9,539)</u>	<u>( 6)</u>	<u>-</u>	<u>25,219</u>	<u>163,004</u>	<u>( 13,989)</u>	<u>351</u>	<u>( 5,993)</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,219</u>	<u>\$ 163,004</u>	<u>\$ -</u>	<u>\$ 351</u>	<u>\$ -</u>

(continued)

**UPSHUR COUNTY, TEXAS**  
**COMBINING BALANCE SHEET**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**(Continued)**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

	<u>Special Revenue Funds</u>				
	<u>DA</u>	<u>Glenwood</u>	<u>Debt</u>	<u>Capital</u>	<u>Total</u>
	<u>Forfeiture</u>	<u>Water</u>	<u>Service</u>	<u>Projects</u>	<u>Governmental</u>
		<u>Supply</u>			<u>Funds</u>
<b>ASSETS</b>					
Cash and investments	\$ 1,014	\$ -	\$ 29,496	\$ 10,043	\$ 809,971
Property taxes receivable	-	-	48,064	7,279	55,343
Due from other funds	-	-	-	-	15,120
Due from other sources	-	-	-	-	6,349
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total assets	<u>\$ 1,014</u>	<u>\$ -</u>	<u>\$ 77,560</u>	<u>\$ 17,322</u>	<u>\$ 886,783</u>
<b>LIABILITIES</b>					
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ 36,893
Deferred revenue	-	-	42,294	6,868	49,162
Due to other funds	-	-	-	-	193,490
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>-</u>	<u>-</u>	<u>42,294</u>	<u>6,868</u>	<u>279,545</u>
<b>FUND BALANCES</b>					
	<u>1,014</u>	<u>-</u>	<u>35,266</u>	<u>10,454</u>	<u>607,238</u>
Total fund balances	<u>1,014</u>	<u>-</u>	<u>35,266</u>	<u>10,454</u>	<u>607,238</u>
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities and fund balances	<u>\$ 1,014</u>	<u>\$ -</u>	<u>\$ 77,560</u>	<u>\$ 17,322</u>	<u>\$ 886,783</u>

**UPSHUR COUNTY, TEXAS**

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES**

**NONMAJOR GOVERNMENTAL FUNDS**

**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

	Special Revenue Funds				
	Sheriff's Special	Purchased Medical Services	Records Management Fee	SCAAP	Records Management and Other
<b>REVENUES</b>					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental	-	-	-	-	-
Charges for services	-	-	57,446	-	11,596
Fines and forfeitures	12,160	-	-	-	-
Miscellaneous	-	-	5,498	-	-
<b>Total revenues</b>	<u>12,160</u>	<u>-</u>	<u>62,944</u>	<u>-</u>	<u>11,596</u>
<b>EXPENDITURES</b>					
General government	-	-	62,383	-	3,801
Public safety	5,709	-	-	-	-
Library	-	-	-	-	-
Legal	-	-	-	-	-
Debt service					
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Capital outlay	-	-	-	-	-
<b>Total expenditures</b>	<u>5,709</u>	<u>-</u>	<u>62,383</u>	<u>-</u>	<u>3,801</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>6,451</u>	<u>-</u>	<u>561</u>	<u>-</u>	<u>7,795</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfer in	-	-	-	-	-
Transfer out	-	-	-	-	-
<b>Total other financing sources (uses)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCES</b>	6,451	-	561	-	7,795
<b>FUND BALANCES, BEGINNING</b>	<u>8,566</u>	<u>86,587</u>	<u>146,042</u>	<u>6,545</u>	<u>13,599</u>
<b>FUND BALANCES, ENDING</b>	<u>\$ 15,017</u>	<u>\$ 86,587</u>	<u>\$ 146,603</u>	<u>\$ 6,545</u>	<u>\$ 21,394</u>

Special Revenue Funds

<u>Courthouse Security</u>	<u>Library Special</u>	<u>Literacy Grant</u>	<u>Law Library</u>	<u>D A State</u>	<u>D A Art 53 08 Fees</u>	<u>Hot Check Restitution</u>	<u>Drug Interdiction</u>
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	34,177	-	-	-
28,621	-	-	28,642	-	-	-	-
-	-	-	-	-	-	-	-
<u>747</u>	<u>135</u>	<u>-</u>	<u>1,438</u>	<u>-</u>	<u>14,189</u>	<u>63,661</u>	<u>164</u>
<u>29,368</u>	<u>135</u>	<u>-</u>	<u>30,080</u>	<u>34,177</u>	<u>14,189</u>	<u>63,661</u>	<u>164</u>
-	5,576	-	-	-	7,653	-	-
-	-	-	-	-	-	-	1,257
-	-	-	22,633	-	-	-	-
48,701	-	-	-	33,163	8,202	64,246	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<u>48,701</u>	<u>5,576</u>	<u>-</u>	<u>22,633</u>	<u>33,163</u>	<u>15,855</u>	<u>64,246</u>	<u>1,257</u>
( 19,333)	( 5,441)	-	7,447	1,014	( 1,666)	( 585)	( 1,093)
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
( 19,333)	( 5,441)	-	7,447	1,014	( 1,666)	( 585)	( 1,093)
<u>22,575</u>	<u>5,441</u>	<u>-</u>	<u>39,415</u>	<u>14,070</u>	<u>1,505</u>	<u>( 47)</u>	<u>4,961</u>
<u>\$ 3,242</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 46,862</u>	<u>\$ 15,084</u>	<u>\$ ( 161)</u>	<u>\$ ( 632)</u>	<u>\$ 3,868</u>

(continued)

UPSHUR COUNTY, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

NONMAJOR GOVERNMENTAL FUNDS (Continued) FOR THE YEAR ENDED SEPTEMBER 30, 2003

	Special Revenue Funds				
	Local Law Enforcement Block Grant	Judicial Education	Voter Registration	A/P CCP	Juvenile Probation TJPC
<b>REVENUES</b>					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental	-	-	-	55,234	207,304
Charges for services	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-
Miscellaneous	-	411	-	-	-
Total revenues	-	411	-	55,234	207,304
<b>EXPENDITURES</b>					
General government	-	-	3,080	-	-
Public safety	-	-	-	67,710	160,637
Library	-	-	-	-	-
Legal	-	-	-	-	-
Debt service					
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Capital outlay	-	-	-	-	-
Total expenditures	-	-	3,080	67,710	160,637
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	-	411	( 3,080)	( 12,476)	46,667
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfer in	-	-	-	-	-
Transfer out	-	-	-	( 8,796)	-
Total other financing sources (uses)	-	-	-	( 8,796)	-
<b>NET CHANGE IN FUND BALANCES</b>	-	411	( 3,080)	( 21,272)	46,667
<b>FUND BALANCES, BEGINNING</b>	596	51	4,012	19,808	29,646
<b>FUND BALANCES, ENDING</b>	\$ 596	\$ 462	\$ 932	\$ ( 1,464)	\$ 76,313

Special Revenue Funds

Progressive Sanctions	Juvenile Probation Fees	Law Enforcement Education	Juvenile Probation JJAEP	CJIS Grant	Juvenile Probation CJD	Community Corrections	Marion County Pro Rata
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	5,748	32,334	-	-	82,397	-
-	-	-	-	-	-	-	-
-	7,796	-	-	-	-	-	-
-	997	-	-	-	-	-	11,259
-	<u>8,793</u>	<u>5,748</u>	<u>32,334</u>	-	-	<u>82,397</u>	<u>11,259</u>
-	-	-	-	-	-	-	-
1,188	-	2,199	32,588	-	2,850	65,616	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	12,317
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<u>1,188</u>	-	<u>2,199</u>	<u>32,588</u>	-	<u>2,850</u>	<u>65,616</u>	<u>12,317</u>
( 1,188)	<u>8,793</u>	<u>3,549</u>	( 254)	-	( 2,850)	<u>16,781</u>	( 1,058)
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
( 1,188)	8,793	3,549	( 254)	-	( 2,850)	16,781	( 1,058)
( 45,649)	<u>25,432</u>	<u>17,335</u>	( 1,447)	-	<u>2,970</u>	<u>25,359</u>	( 2,006)
<u>\$ ( 46,837)</u>	<u>\$ 34,225</u>	<u>\$ 20,884</u>	<u>\$ ( 1,701)</u>	<u>\$ -</u>	<u>\$ 120</u>	<u>\$ 42,140</u>	<u>\$ ( 3,064)</u>

(continued)

## UPSHUR COUNTY, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCESNONMAJOR GOVERNMENTAL FUNDS  
(Continued)  
FOR THE YEAR ENDED SEPTEMBER 30, 2003

	Special Revenue Funds				
	Solid Waste Management Plan	JP Neh	Unclaimed Capital Credits	Juvenile Justice Accountability Block Grant	A/P Substance Abuse
<b>REVENUES</b>					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental	22,000	-	-	-	-
Charges for services	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-
Miscellaneous	-	-	-	-	29,004
Total revenues	<u>22,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>29,004</u>
<b>EXPENDITURES</b>					
General government	-	-	778	-	-
Public safety	-	-	-	1,623	26,981
Library	-	-	-	-	-
Legal	-	-	-	-	-
Debt service					
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Capital outlay	-	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>778</u>	<u>1,623</u>	<u>26,981</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>22,000</u>	<u>-</u>	<u>( 778)</u>	<u>( 1,623)</u>	<u>2,023</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfer in	-	-	-	-	-
Transfer out	-	-	-	-	( 7,761)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>( 7,761)</u>
<b>NET CHANGE IN FUND BALANCES</b>	22,000	-	( 778)	( 1,623)	( 5,738)
<b>FUND BALANCES, BEGINNING</b>	( 41,417)	-	( 62,535)	( 5,555)	30,088
<b>FUND BALANCES, ENDING</b>	<u>\$( 19,417)</u>	<u>\$ -</u>	<u>\$( 63,313)</u>	<u>\$( 7,178)</u>	<u>\$ 24,350</u>

Special Revenue Funds

<u>TIF Grant</u>	<u>Loan Star Libraries</u>	<u>Disaster Relief</u>	<u>JP Court Tech</u>	<u>Title IV - E</u>	<u>SCJP Grant</u>	<u>Hillcrest Foundation</u>	<u>Boot Camp</u>
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	175,442	-	64,841	28,612	-	-
-	-	-	-	-	-	-	-
-	-	-	12,980	-	-	-	-
-	2,903	-	-	4,329	-	351	-
<u>-</u>	<u>2,903</u>	<u>175,442</u>	<u>12,980</u>	<u>69,170</u>	<u>28,612</u>	<u>351</u>	<u>-</u>
2,581	-	-	-	-	-	-	-
-	2,899	175,442	-	42,538	34,667	-	5,993
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<u>2,581</u>	<u>2,899</u>	<u>175,442</u>	<u>-</u>	<u>42,538</u>	<u>34,667</u>	<u>-</u>	<u>5,993</u>
( 2,581)	4	-	12,980	26,632	( 6,055)	351	( 5,993)
-	-	-	-	-	-	-	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
( 2,581)	4	-	12,980	26,632	( 6,055)	351	( 5,993)
( 6,958)	( 10)	-	12,239	136,372	( 7,934)	-	-
<u>\$( 9,539)</u>	<u>\$( 6)</u>	<u>\$ -</u>	<u>\$ 25,219</u>	<u>\$ 163,004</u>	<u>\$( 13,989)</u>	<u>\$ 351</u>	<u>\$( 5,993)</u>

(continued)

**UPSHUR COUNTY, TEXAS**

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES**

**NONMAJOR GOVERNMENTAL FUNDS  
(Continued)  
FOR THE YEAR ENDED SEPTEMBER 30, 2003**

	<u>Special Revenue Funds</u>				<u>Total Governmental Funds</u>
	<u>DA Forfeiture</u>	<u>Glenwood Water Supply</u>	<u>Debt Service</u>	<u>Capital Projects</u>	
<b>REVENUES</b>					
Taxes	\$ -	\$ -	\$ 471,264	\$ -	\$ 471,264
Intergovernmental	-	31,006	-	-	739,095
Charges for services	-	-	-	-	126,305
Fines and forfeitures	-	-	-	-	32,936
Miscellaneous	<u>1,014</u>	<u>-</u>	<u>6,545</u>	<u>2,309</u>	<u>144,954</u>
Total revenues	<u>1,014</u>	<u>31,006</u>	<u>477,809</u>	<u>2,309</u>	<u>1,514,554</u>
<b>EXPENDITURES</b>					
General government	-	-	-	544	86,396
Public safety	-	31,006	-	-	660,903
Library	-	-	-	-	22,633
Legal	-	-	-	-	166,629
Debt service					
Principal	-	-	344,869	-	344,869
Interest	-	-	172,441	-	172,441
Capital outlay	<u>-</u>	<u>-</u>	<u>-</u>	<u>13,312</u>	<u>13,312</u>
Total expenditures	<u>-</u>	<u>31,006</u>	<u>517,310</u>	<u>13,856</u>	<u>1,467,183</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>1,014</u>	<u>-</u>	<u>( 39,501)</u>	<u>( 11,547)</u>	<u>47,371</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfer in	-	-	-	-	-
Transfer out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>( 16,557)</u>
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>( 16,557)</u>
<b>NET CHANGE IN FUND BALANCES</b>	1,014	-	( 39,501)	( 11,547)	30,814
<b>FUND BALANCES, BEGINNING</b>	<u>-</u>	<u>-</u>	<u>74,767</u>	<u>22,001</u>	<u>576,424</u>
<b>FUND BALANCES, ENDING</b>	<u>\$ 1,014</u>	<u>\$ -</u>	<u>\$ 35,266</u>	<u>\$ 10,454</u>	<u>\$ 607,238</u>

**AGENCY FUNDS**

*Agency Funds* are used to account for assets held by the government as an agent for individuals, private organizations, other governments and/or other funds. The County's Agency Funds are as follows:

*State Fees*

*Art. 53.01 Fees – Justice of the Peace*

*Art. 53.01 Fees – SO*

*Traffic*

*District Clerk General*

*District Clerk Trust*

*District Clerk Bond*

*County Clerk General*

*County Clerk Bond Account*

*County Clerk Registry Account*

*Tax Assessor/Collector General*

*Tax Assessor/Collector TXDOT*

*Tax Assessor/Collector Boat and Motor*

Tax Assessor/Collector Auto Sales Tax

Tax Assessor/Collector Special Inventory

*Jail Commissary*

*Jail Inmate Welfare*

*Jail Inmate Trust*

*Justice of the Peace #1*

*Justice of the Peace #3*

*Justice of the Peace #4*

**UPSHUR COUNTY, TEXAS**  
**COMBINING BALANCE SHEET**  
**ALL AGENCY FUNDS**  
**AS OF SEPTEMBER 30, 2003**

	<u>State Fees</u>	<u>Art 53 01 Fees - JP</u>	<u>Art 53 01 Fees - SO</u>	<u>Traffic</u>	<u>District Clerk General</u>
<b>ASSETS</b>					
Cash and investments	\$ <u>65,768</u>	\$ <u>250</u>	\$ <u>524</u>	\$ <u>1,490</u>	\$ <u>1,740</u>
Total assets	\$ <u>65,768</u>	\$ <u>250</u>	\$ <u>524</u>	\$ <u>1,490</u>	\$ <u>1,740</u>
<b>LIABILITIES</b>					
Due to others	\$ <u>65,768</u>	\$ <u>250</u>	\$ <u>524</u>	\$ <u>1,490</u>	<u>1,740</u>
Total liabilities	\$ <u>65,768</u>	\$ <u>250</u>	\$ <u>524</u>	\$ <u>1,490</u>	\$ <u>1,740</u>

<u>District Clerk Trust</u>	<u>District Clerk Bond</u>	<u>County Clerk General</u>	<u>County Clerk Bond Account</u>	<u>County Clerk Registry Account</u>	<u>Tax Assessor/ Collector General</u>
\$ <u>330,133</u>	\$ <u>6,800</u>	\$ <u>45,791</u>	\$ <u>71,196</u>	\$ <u>5,492</u>	\$ <u>60,156</u>
\$ <u>330,133</u>	\$ <u>6,800</u>	\$ <u>45,791</u>	\$ <u>71,196</u>	\$ <u>5,492</u>	\$ <u>60,156</u>
\$ <u>330,133</u>	\$ <u>6,800</u>	\$ <u>45,791</u>	\$ <u>71,196</u>	\$ <u>5,492</u>	\$ <u>60,156</u>
\$ <u>330,133</u>	\$ <u>6,800</u>	\$ <u>45,791</u>	\$ <u>71,196</u>	\$ <u>5,492</u>	\$ <u>60,156</u>

(continued)

**UPSHUR COUNTY, TEXAS**

**COMBINING BALANCE SHEET**

**ALL AGENCY FUNDS**

**(Continued)**

**AS OF SEPTEMBER 30, 2003**

	<u>Tax Assessor/ Collector TXDOT</u>	<u>Tax Assessor/ Collector Boat and Motor</u>	<u>Tax Assessor/ Collector Auto Sales Tax</u>	<u>Tax Assessor/ Collector Special Inventory</u>	<u>Jail Commissary</u>
<b>ASSETS</b>					
Cash and investments	\$ <u>176,991</u>	\$ <u>6,615</u>	\$ <u>186,930</u>	\$ <u>56,610</u>	\$ <u>1,828</u>
Total Assets	\$ <u>176,991</u>	\$ <u>6,615</u>	\$ <u>186,930</u>	\$ <u>56,610</u>	\$ <u>1,828</u>
<b>LIABILITIES</b>					
Due to others	\$ <u>176,991</u>	\$ <u>6,615</u>	\$ <u>186,930</u>	\$ <u>56,610</u>	\$ <u>1,828</u>
Total Liabilities	\$ <u>176,991</u>	\$ <u>6,615</u>	\$ <u>186,930</u>	\$ <u>56,610</u>	\$ <u>1,828</u>

<u>Jail Inmate Welfare</u>	<u>Jail Inmate Trust</u>	<u>Justice of the Peace #1</u>	<u>Justice of the Peace #3</u>	<u>Justice of the Peace #4</u>	<u>Totals</u>
\$ <u>3,787</u>	\$ <u>15,381</u>	\$ <u>211</u>	\$ <u>125</u>	\$ <u>1,001</u>	\$ <u>1,038,819</u>
\$ <u>3,787</u>	\$ <u>15,381</u>	\$ <u>211</u>	\$ <u>125</u>	\$ <u>1,001</u>	\$ <u>1,038,819</u>
\$ <u>3,787</u>	\$ <u>15,381</u>	\$ <u>211</u>	\$ <u>125</u>	\$ <u>1,001</u>	<u>1,038,819</u>
\$ <u>3,787</u>	\$ <u>15,381</u>	\$ <u>211</u>	\$ <u>125</u>	\$ <u>1,001</u>	\$ <u>1,038,819</u>



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



FAX: (903) 843-4818

**COUNTY AUDITOR**

(903)843-4000

April 14, 2005

Honorable Dean Fowler, County Judge and  
Upshur County Commissioners  
Gilmer, Texas

Members of the Court

During the month of March 2005, the Auditor's office performed regular quarterly internal reviews for all fee offices in the county. Internal 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 appropriately remitted and reported, except for the following:

It has come to my attention that certain fees collected by constables are not remitted to the county. This matter has been discussed with the parties involved and the District Attorney. At this time, a request for an Attorney General's opinion is pending.

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

Sincerely,

Pam Long  
County Auditor

Property off of Narcissus  
Mailing Address: 3173 Narcissus  
Ore City, TX 75683  
Telephone No. 903-968-6467

**LETTER AGREEMENT**

Date: April 12, 2005

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

Roberta Jeffery

UPSHUR COUNTY

By [Signature]  
Its County Judge

Property off of Applewood  
Mailing Address: 6672 Applewood  
Gilmer, Texas 75645  
Telephone No. 903-734-1608

**LETTER AGREEMENT**

Date: April 7, 2005

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

William Bosh  
William Bosh  
*April 11, 05*

UPSHUR COUNTY

By [Signature]  
Its County Judge

69 PG 114

Property off of FM 2263  
Mailing Address: \_\_\_\_\_  
8388 FM 2263  
Gilmer TX  
Telephone No 855-2632

**LETTER AGREEMENT**

Date: 4-7-05, 2003

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

Marcus Smith

UPSHUR COUNTY

By [Signature]  
Its County Judge

Property off of Sylvia Hawkins  
Mailing Address: 8201 Fivellenen  
Mer TX 75644

Telephone No. (903) 762-2884

**LETTER AGREEMENT**

Date: 4-8-05, 200~~5~~<sup>5</sup>

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

Sylvia Hawkins

UPSHUR COUNTY

By [Signature]  
Its County Judge

Property off of MARY COX  
Mailing Address: 3568 HARE RD.  
GILMER, TX 75644

Telephone No. 903-725-6991

**LETTER AGREEMENT**

Date: 4-5-2005, ~~2003~~

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

Mary Cox

UPSHUR COUNTY

By [Signature]  
Its County Judge

Property off of SALLY J ROBERTSON  
Mailing Address: 8377 8847 - FM 2263

Telephone No. 762-2743

RECEIVED  
APR 11 2005  
BY: \_\_\_\_\_

**LETTER AGREEMENT**

Date: 4-8-05, 2003

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and SALLY J. ROBERTSON, 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

Sally J. Robertson

UPSHUR COUNTY

By [Signature]  
Its County Judge

Property off of Poppy Rd  
Mailing Address: 2420  
Poppy Gilmer  
Tx  
Telephone No. 903-762-2282

RECEIVED  
APR 11 2005  
BY: \_\_\_\_\_

**LETTER AGREEMENT**

Date: 4-8-05, 2003

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

UPSHUR COUNTY  
By [Signature]  
Its County Judge

Property off of Pepper  
Mailing Address: \_\_\_\_\_

2920

Telephone No. 762-6372

RECEIVED  
APR 11 2005  
BY: \_\_\_\_\_

LETTER AGREEMENT

Date: 4-8-05, 2003

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

Richard C. Amada

UPSHUR COUNTY

By [Signature]  
Its County Judge

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

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

PRECINCT 3

DATE April 7, 2005

Formal notice is hereby given that Duward Amos, whose principal address is 374 PR 3104, does hereby purpose to place a culvert within the ROW of County Road Holly. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of April, 2005. I, Duward Amos, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: *Duward Amos*  
TELEPHONE: 903-725-5136

**APPROVAL OF PERMIT APPLICATION**

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated April 7, 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.

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VOL 169 PG 121

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

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

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

8. Any material placed in County right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipes.)

9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.

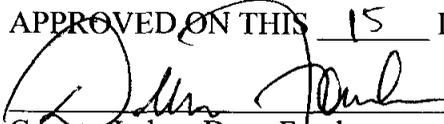
10. Where evidence is presented indicating the impracticability of boring or tunneling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern (a) Excavation areas are to be filled and packed with compatible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

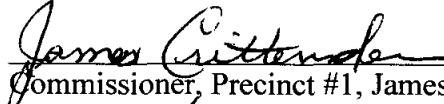
11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.

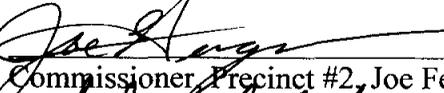
12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structure, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

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

APPROVED ON THIS 15 DAY OF APRIL, 2005.

  
County Judge -Dean Fowler

  
Commissioner, Precinct #1, James Crittenden

  
Commissioner, Precinct #2, Joe Ferguson

  
Commissioner, Precinct #3, Lloyd Crabtree

  
Commissioner, Precinct #4, Gary Drennan

VOL 69 PG 122

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
ON MER, TEXAS

PRECINCT 2

DATE February 7, 2005

Formal notice is hereby given that Mark Glover, whose principal address is Railed Road, does hereby propose to place a CULVERT within the ROW of County Road 6062. The location and description of the proposed line and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of February, 2005. I, Mark Glover, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: [Signature]  
TELEPHONE: 903 753 6301 or 903 557 0575

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed Culvert as shown by accompanying drawings and notice dated February 7, 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 access.
3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the easement between the drainage ditch and the roadbed without special permission of the County Commissioners Court.
4. Overhead lines will have minimum clearance of 12 feet above the road surface at the point of crossing.

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

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

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

8. Any material placed in County right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipes.)

9 Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.

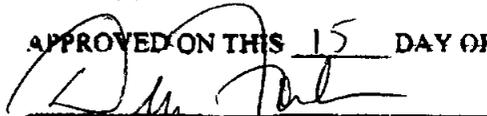
10 Where evidence is presented indicating the impracticability of boring or tunneling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible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

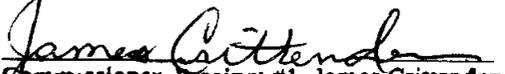
11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.

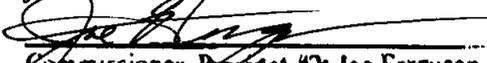
12. Where in the opinion of the Commissioners Court it may be necessary to protect lines incurred by damage to the roads, bridges or right of way structure, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

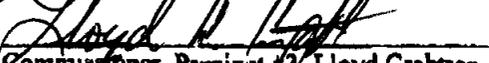
13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of inspection

APPROVED ON THIS 15 DAY OF APRIL - 2005.

  
County Judge -Dean Fowler

  
Commissioner, Precinct #1, James Crittendon

  
Commissioner, Precinct #2, Joe Ferguson

  
Commissioner, Precinct #3, Lloyd Crabtree

  
Commissioner, Precinct #4, Gary Drennon

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

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

**PRECINCT 2**

**DATE April 11, 2005**

Formal notice is hereby given that Jeff Hearron, whose principal address is 111 Willowbrook, does hereby purpose to place a culvert within the ROW of County Road Raven. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of April, 2005. I, Jeff Hearron, hereby attest that I have read the conditions set forth in this application and understand its contents.

X SIGNATURE: Jeff Hearron  
TELEPHONE: 903-237-5279

*Lot B  
on Drawing*

**APPROVAL OF PERMIT APPLICATION**

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated April 11, 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.

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

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

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

8. Any material placed in County right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipes.)

9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.

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

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

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

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

APPROVED ON THIS 15 DAY OF APRIL, 2005.

Dean Fowler  
County Judge -Dean Fowler

James Crittenden  
Commissioner, Precinct #1, James Crittenden

Joe Ferguson  
Commissioner, Precinct #2, Joe Ferguson

Lloyd Crabtree  
Commissioner, Precinct #3, Lloyd Crabtree

Gary Drehan  
Commissioner, Precinct #4, Gary Drehan

VOL 69 PG 125

NOTICE OF PROPOSED INSTALLATION  
PIPE AND/OR UTILITY LINES

DATE: 4-11-2005

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

EXPIRES: \_\_\_\_\_

Formal notice is hereby given that ETEX TELEPHONE COOP. proposes to place a telephone line within the right-of-way of County Road TANGERINE as follows:

- a Starting 1000 feet South of the intersection of Fm. 49 and Tangarine rd. On the East side of Tangerine bury telephone cable apprx. 1500 feet then bore East to West under Tangerine rd.

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

Construction of this line will begin on or after the 14 day of April, 2005 .

Firm ETEX TELEPHONE COOP.  
 By Charles Welch  
 Title Right of Way Solicitor  
 Address P. O Box 130  
Gilmer, TX 75644

- 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





**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS     }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR     }

The undersigned, CLARK TIMBER, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County Roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths) Approximately 1/2 mile on Aspen.

2.

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

3.

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

4.

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

5.

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

CLARK TIMBER

By: Donjit 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 & Fax:  
903-734-4955

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

Timber Tract:  
Mischnick

Gary Drennan  
Commissioner, Prec. 4 - Gary Drennan

Date Signed

APRIL 15, 2005  
Date signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS }  
COUNTY OF UPSHUR }

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, SOJOURNER DRILLING CORPORATION, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as result of boring under same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths): A section of Shag Bark approximately 1320 feet from 1404, measuring north to south.

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 boring under lands located in Precinct No. 3, Upshur County.

4.

FIRST PARTY AGREES TO PUT SAID ROAD BACK INTO SAME CONDITION AS IT WAS PRIOR TO THE COMMENCEMENT OF HAULING OPERATIONS ON 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.

SOJOURNER DRILLING CORPORATION

[Signature]  
First Party Signature

[Signature]  
County Judge - Dean Fowler

Street or Box  
P. O. Box 3234

[Signature]  
Commissioner, Prec. 1 - James Crittenden

City, State and Zip Code  
Abilene, TX 79604

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

Telephone & Fax  
325-672-2832

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

[Signature]  
Commissioner, Prec. 4 - Gary Drennan

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

APRIL 15, 2005  
Date Signed

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

APR 15 2005  
5:53

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS     }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR     }

The undersigned, GOLDEN LAND & TIMBER , 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.

2.

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

3.

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

5.

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

6.

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

GOLDEN LAND & TIMBER

By: William Dudley  
First Party Signature

Dean Fowler  
County Judge - Dean Fowler

Street or Box:  
P. O. Box 1112

James Crittenden  
Commissioner, Prec. 1 - James Crittenden

City, State and Zip Code:  
Hughes Springs, TX 75656

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

Telephone & Fax:  
903-835-2708

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

Timber Tract:  
Hollins

Gary Drennan  
Commissioner, Prec. 4 - Gary Drennan

Date Signed

APR 15, 2005  
Date signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

**APPLICATION FOR FILLING ABANDONED WELL**

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

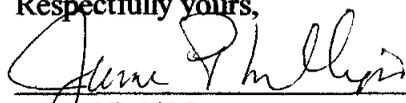
Re: Abandoned well owned by: JUNE PHILLIPS  
2444 Cardinal Road  
Gilmer, TX 75645

On Cardinal 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,

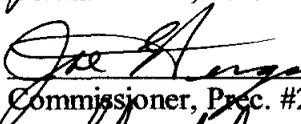
  
\_\_\_\_\_  
903-797-6527  
\_\_\_\_\_

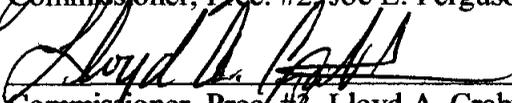
PRECINCT 1  
DATE: \_\_\_\_\_

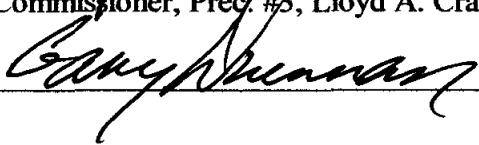
APPROVED X REJECTED \_\_\_\_\_

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

  
\_\_\_\_\_  
Commissioner, Prec. #1, James Crittenden

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

  
\_\_\_\_\_  
Commissioner, Prec. #3, Lloyd A. Crabtree

  
\_\_\_\_\_

**APPLICATION FOR FILLING ABANDONED WELL**

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

Re: Abandoned well owned by: Beverly Bowers  
1441 Mora  
Gilmer, TX 75644

On Mora 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,



Beverly Bowers  
903-725-6808

PRECINCT 4

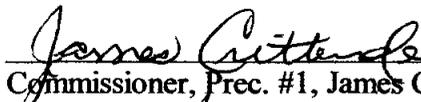
DATE: \_\_\_\_\_

APPROVED

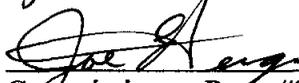
REJECTED \_\_\_\_\_



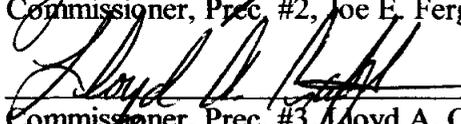
County Judge, Dean Fowler



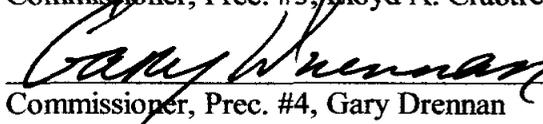
Commissioner, Prec. #1, James Crittenden



Commissioner, Prec. #2, Joe E. Ferguson



Commissioner, Prec. #3, Lloyd A. Crabtree



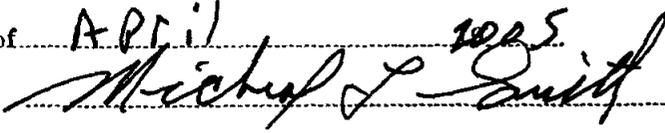
Commissioner, Prec. #4, Gary Drennan

VOL 69 PG 137

# DEPUTATION

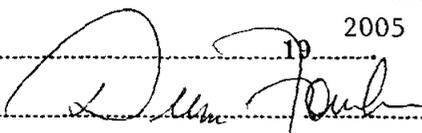
THE STATE OF TEXAS

County of UPSHUR } I, MICHEAL L. SMITH  
TAX ASSESSOR/COLLECTOR of the County of UPSHUR and State of Texas, having  
 full confidence in LATICIA JENKINS of said County and State, do hereby,  
 with the consent of the Honorable Commissioners' Court of UPSHUR County, nominate  
 and appoint HER, the said LATICIA JENKINS 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 4th day of April 2005  
  
 of UPSHUR County, Texas.

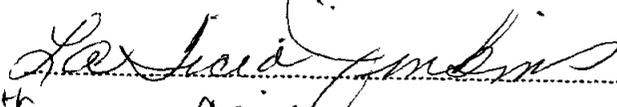
THE STATE OF TEXAS

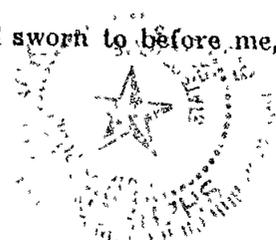
County of UPSHUR } BEFORE ME, THE HONORABLE  
JUDGE DEAN FOWLER in and for UPSHUR County, Texas,  
 on this day personally appeared MICHEAL L. SMITH -TAX ASSESSOR/COLLECTOR  
 known to me to be  
 the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed  
 the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at THE UPSHUR COUNTY TAX OFFICE  
 this 4TH day of APRIL 2005  
  
UPSHUR COUNTY JUDGE

## OATH OF OFFICE

I, LATICIA JENKINS do solemnly  
 swear (or affirm) that I will faithfully execute the duties of the office of DEPUTY TAX ASSESSOR/  
COLLECTOR 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 4th day of April 2005  
  
Sheron Dominack  
 Notary Public State of  
 Texas 5-19-2007  
erphw



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 \_\_\_\_\_

17 -2

E 184

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.

Upshur County  
JP Technology Fund  
Request for Expenditures

Equipment/Package	Office	
Word Merge	JP 1,2,3 & 4	\$ 8,050.00
HP 4250n Printer	JP 1 & 2	\$ 2,500.00
Computer	JP 4	\$ 1,425.00 approximately
JP Package Enhancement	JP 1,2,3 & 4	\$ 5,000.00
		\$ 11,975.00

Arnold Grimes  
JP#1, Arnold Grimes

Lyle Potter  
JP#2 Lyle Potter

Carolyn Perry  
JP#3, Carolyn Perry

W.V. Ray  
JP#4, W.V. Ray

Karmen Kelley  
Karmen Kelley, System Administrator

## RESOLUTION

### National Incident Management System

WHEREAS, Homeland Security Presidential Directive(HSPD)-5, Management of Domestic Incidents, requires all Federal Departments and agencies to adopt the National Incident Management System (NIMS) and to use it in domestic incident management, and

WHEREAS, NIMS incorporates the Incident Command System (ICS) as one of its components, and

WHEREAS, the directive required Federal agencies to use NIMS, and

WHEREAS, the directive requires Federal departments and agencies to make adoption of the NIMS by state and local organizations a condition for federal preparedness assistance (including grants, contracts, and other assistance)

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of the County of Upshur hereby authorizes the adoption of the National Incident Management System - Incident Command System, as the standard command and control system during emergency operations.

SIGNED this the 15 day of April 2005

  
\_\_\_\_\_  
DEAN FOWLER, UPSHUR COUNTY JUDGE

  
\_\_\_\_\_  
JAMES CRITTENDEN, COMMISSIONER PCT 1

  
\_\_\_\_\_  
JOE FERGUSON, COMMISSIONER PCT 2

  
\_\_\_\_\_  
LLOYD CRABTREE, COMMISSIONER PCT. 3

  
\_\_\_\_\_  
GARY DRENNAN, COMMISSIONER PCT.4

## BID RECOMMENDATIONS

Road Oil		Bryan & Bryan	at refinery	1.195 gal
			delivered	1.245 gal
Refined Road Oil			at refinery	0.81 gal
			delivered	0.86 gal
Oil Dirt	2,000 tons	Tyler Asphalt	F O B	26.00/ton
			delivered	33.00/ton
Hot Oil Sand	3,000 tons	Tyler Asphalt	F.O.B.	27.00/ton
			delivered	34.00/ton
Type "D" Hot Mix	1,000 tons	Tyler Asphalt	F O.B	37.00/ton
			delivered	44.00/ton
Dump Truck (12 yds)		Skinner	in county	40.00/hr
				40.00/hr +
			out of cnty	25/mile
		Stephens	in county	40.00/hr
			out of cnty	42.50/hr
Dump Truck ( 24 yds)		Stegall	in county	62.50/hr
				62.50/hr +
			out of cnty	18/mile
		Watkins	in county	65.00/hr
				65.00/hr +
				14/mile
				under 50,
				12/mile
			out of cnty	over 50
Gas & Diesel		Petroleum	lead free	1.5454/gal
			diesel	1.6004/gal
Oil & Grease		Smith Oil		17,148.00
Corrugated Steel Pipe		Holmes		34,990.00
			with 25%mark up	43,737.70

Polyethylene Pipe	Holmes	12,948 80
Concrete	Holmes	1,780 00
Dozer	Stegall	60 00/hr
Haul Truck		
Track Hoe	Stephens	90 00/hr

BID # RB 03-05

BID PACKAGE FOR:

\*\*\*\*\*  
RENTAL OF VARIOUS  
TYPES OF EQUIPMENT FOR  
UPSHUR COUNTY ROAD & BRIDGE DEPT.  
\*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: J Stephens Hauling

RETURN SEALED BID TO:

Upshur County Judge's Office  
100 Tyler Street, County Courthouse, Third Floor  
P.O. Box 730  
Gilmer, Texas 75644

FOR INQUIRIES PLEASE CALL:

Robert D. Lyons  
County Road Administrator  
Phone: (903) 843-7623

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH  
ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD  
WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS  
WHEN POSSIBLE!**

**\*\*\*PLEASE DENOTE BID NUMBER ON THE OUTSIDE OF ENVELOPE.**

## SPECIFICATIONS AND CONDITIONS FOR RENTAL OF VARIOUS TYPES OF EQUIPMENT.

### SCOPE OF WORK:

It is the declared and acknowledged intention of these contract documents to provide, (a) one (1) dump truck with operator (loading and hauling within Upshur County), (b) one (1) dump truck with operator (loading & hauling outside Upshur County), (c) self-propelled asphalt laydown machine with two (2) operators, one (1) track dozer with operator, (e) one (1) haul truck with operator and (f) one (1) trackhoe with operator.

### BIDDING AND AWARD OF CONTRACT:

Upshur County reserves the right to reject any or all bids, to use other bidders that conform to these specifications when the lower bidder is unable to supply equipment within twenty-four (24) hours of request and to award separate contracts on each piece of equipment. Bidders can bid on any or all of the equipment.

### Measurement and Payment:

Rental Rate - Time will be kept to the nearest fifteen (15) minutes. A record of this time shall be signed by the project supervisor. The rental rate quoted shall be full compensation for all insurance, benefits, fuel, repairs and hauling. Proof of state required insurance will be required before equipment is used by Upshur County.

### DUMP TRUCK - (Loading and hauling within Upshur County)

Rental rate will be paid per hour. Time will start with the loading of the first load and end with the dumping of the last load each day. Two (2) hour minimum when Upshur County personnel are responsible for work stoppage. Any breakdowns and/or breaks taken by the bidders equipment/personnel will be deducted.

**DUMP TRUCK - (Loading outside and hauling within Upshur County)**

Rental rate will be paid by the ton mile. Tons will be determined by haul tickets or legal load limits, whichever is the lesser. Mileage will be based on the most direct travel distance one-way from the loading site to the mid-point of the project site. Due to possible delays in loading and unloading a minimum cost per hour shall be bid. If the rate per ton mile is less than the minimum rate bid per hour, then the hourly rate will be used for payment. Time starts with the loading of the first load and ends with the dumping of the last load each day. Any breakdowns and/or breaks taken by the bidders' equipment/personnel will be deducted.

**LAYDOWN MACHINE** - Rental rate will be based on the cost per hour to furnish the specified equipment and two (2) OPERATORS. Time will begin when the first truck dumps into the laydown machine and will end when the last load of asphalt is laid on the roadway minus any breakdowns of the laydown machine and/or breaks taken by the bidders' personnel. NO DEDUCTIONS will be made due to the County's failure to keep the laydown supplied with asphalt. One (1) hour will be added to the total number of hours on each location for hauling equipment. Upshur County will pay a minimum of six (6) hours, plus one (1) hour for hauling equipment.

**TRACK DOZER** - Rental rate will be based on cost per hour to furnish the specified equipment and operator. Time will begin when the project supervisor instructs the operator to start and will stop when the project has been completed to the project supervisor's satisfaction. Any breakdowns and/or breaks taken by the bidders' equipment/personnel will be deducted. One (1) hour will be added to the total number of hours on each location for hauling equipment on each project.

**HAUL TRUCK** - Rental rate will be based on cost per hour. Time will start with the beginning of the loading operation and end when the last unloading operation has been completed.

**TRACK HOE** - Rental rate will be based on cost per hour to furnish the specified equipment and operator. Time will begin when the project supervisor instructs the operator to start and will stop when the project has been completed to the project supervisor's satisfaction. Any breakdowns and/or breaks taken by the bidders' equipment/personnel will be deducted. One (1) hour will be added to the total number of hours on each location for hauling equipment on each project.

EQUIPMENT SPECIFICATIONS:

All equipment furnished shall be in good mechanical condition.

DUMP TRUCK - Shall be capable of making a round each time the county owned dump trucks make a round.

LAYDOWN MACHINE - Shall be capable of laying two (2) eight (8') feet wide lanes, two (2") inches thick and six hundred (600') feet long per hour to a smooth line and grade and equipped with a minimum seven (7) ton hopper capacity.

TRACK DOZER - Shall have a minimum operating weight of 36,000 pounds, minimum horsepower of 165 SAE net HP, and be in good operating condition. The operator is to have a minimum of one (1) year experience clearing timber and pushing sand, clay and iron ore gravel.

HAUL TRUCK - Shall have a minimum pay load hauling capacity of 35, 000 pounds. Equipment furnished shall be in good mechanical condition.

TRACK HOE - Shall have minimum operating weight of 40,000 pounds, minimum horsepower of 120 SAE net HP, reach depth of twenty-five (25) feet and be in good operating condition. The operator is to have a minimum of one (1) year experience clearing timber and loading construction material.

BID SHEET FOR VARIOUS TYPES OF CONSTRUCTION EQUIPMENT

<u>BASE BID A</u>	<u>TRUCK SIZE</u>	<u>COST PER HOUR</u>
<b>Dump Truck With Operator Within Upshur County</b>	6 YARD	\$ _____
	12 YARD	\$ <u>40.00</u>
	24 YARD	\$ _____

<u>BASE BID B</u>	<u>TRUCK SIZE</u>	<u>COST PER TON MILE</u>	<u>MINIMUM COST PER HOUR</u>
<b>Dump Truck With Operator Outside Upshur County</b>	6 YARD	\$ _____	\$ _____
	12 YARD	\$ _____	\$ <u>42.50</u>
	24 YARD	\$ _____	\$ _____

BASE BID C

Asphalt Laydown Machine with two (2) Operators Per Hr \$ \_\_\_\_\_

BASE BID DTrack Dozer with Operator *40,000 WIDE PAD MACHINE* Per Hr \$ 90.00BASE BID EHaul Truck with Operator Per Hr \$ 75.00BASE BID FTrack Hoe with Operator *58,000 90 WIDE PAD MACHINE* Per Hr \$ 90.00

Upshur County Road and Bridge Department  
Contractor's Responsibility for Work

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the non-execution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

The contractor shall repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contractor or as directed by the Road Administrator. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense.

John Stephens  
J. STEPHENS HAULING  
CONTRACTOR

3-21-05  
DATE

\_\_\_\_\_  
ROAD ADMINISTRATOR

\_\_\_\_\_  
DATE

**VENDOR REFERENCE INFORMATION SHEET**

(PLEASE PRINT CLEARLY)

**VENDOR**

FIRM/BIDDER: J. STEPHENS Hauling

BY: JOHN STEPHENS OWNER  
AUTHORIZED AGENT TITLE

ADDRESS: P.O. Box 1066

Pittsburg TX 75686  
CITY STATE ZIP CODE

PHONE: 903-856-3824 FAX: \_\_\_\_\_

**REFERENCES**

**LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.**

1. COMPANY NAME: BROOKS DIRT CONTRACTING

ADDRESS: 60 CR 3211 PHONE NO. 903-856-6657  
PITTSBURG TX 75686

CONTACT PERSON: DANNY BROOKS TITLE: OWNER

2. COMPANY NAME: CLUT CONSTRUCTION Co.

ADDRESS: P.O. Box 817 Gilmer TX PHONE NO. 903-680-2133

CONTACT PERSON: MICKEY GROBAS TITLE: VP/OPERATIONS

3. COMPANY NAME: S.L.S CONTRACTORS

ADDRESS: Hwy. 515 West PHONE NO. 903-629-7294  
WINDSBORO TX 75494

CONTACT PERSON: LARRY SLAUGHTER TITLE: OWNER

BID # RB 03-05

BID PACKAGE FOR:

\*\*\*\*\*  
RENTAL OF VARIOUS  
TYPES OF EQUIPMENT FOR  
UPSHUR COUNTY ROAD & BRIDGE DEPT.  
\*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: Skidders Trucking

RETURN SEALED BID TO:

Upshur County Judge's Office  
100 Tyler Street, County Courthouse, Third Floor  
P.O. Box 730  
Gilmer, Texas 75644

FOR INQUIRIES PLEASE CALL:

Robert D. Lyons  
County Road Administrator  
Phone: (903) 843-7623

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH  
ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD  
WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS  
WHEN POSSIBLE!**

**\*\*\*PLEASE DENOTE BID NUMBER ON THE OUTSIDE OF ENVELOPE.**

## SPECIFICATIONS AND CONDITIONS FOR RENTAL OF VARIOUS TYPES OF EQUIPMENT.

### SCOPE OF WORK:

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### Measurement and Payment:

Rental Rate - Time will be kept to the nearest fifteen (15) minutes. A record of this time shall be signed by the project supervisor. The rental rate quoted shall be full compensation for all insurance, benefits, fuel, repairs and hauling. Proof of state required insurance will be required before equipment is used by Upshur County.

### DUMP TRUCK - (Loading and hauling within Upshur County)

Rental rate will be paid per hour. Time will start with the loading of the first load and end with the dumping of the last load each day. Two (2) hour minimum when Upshur County personnel are responsible for work stoppage. Any breakdowns and/or breaks taken by the bidders equipment/personnel will be deducted.

**DUMP TRUCK - (Loading outside and hauling within Upshur County)**

Rental rate will be paid by the ton mile. Tons will be determined by haul tickets or legal load limits, whichever is the lesser. Mileage will be based on the most direct travel distance one-way from the loading site to the mid-point of the project site. Due to possible delays in loading and unloading a minimum cost per hour shall be bid. If the rate per ton mile is less than the minimum rate bid per hour, then the hourly rate will be used for payment. Time starts with the loading of the first load and ends with the dumping of the last load each day. Any breakdowns and/or breaks taken by the bidders' equipment/personnel will be deducted.

**LAYDOWN MACHINE** - Rental rate will be based on the cost per hour to furnish the specified equipment and two (2) OPERATORS. Time will begin when the first truck dumps into the laydown machine and will end when the last load of asphalt is laid on the roadway minus any breakdowns of the laydown machine and/or breaks taken by the bidders' personnel. NO DEDUCTIONS will be made due to the County's failure to keep the laydown supplied with asphalt. One (1) hour will be added to the total number of hours on each location for hauling equipment. Upshur County will pay a minimum of six (6) hours, plus one (1) hour for hauling equipment.

**TRACK DOZER** - Rental rate will be based on cost per hour to furnish the specified equipment and operator. Time will begin when the project supervisor instructs the operator to start and will stop when the project has been completed to the project supervisor's satisfaction. Any breakdowns and/or breaks taken by the bidders' equipment/personnel will be deducted. One (1) hour will be added to the total number of hours on each location for hauling equipment on each project.

**HAUL TRUCK** - Rental rate will be based on cost per hour. Time will start with the beginning of the loading operation and end when the last unloading operation has been completed.

**TRACK HOE** - Rental rate will be based on cost per hour to furnish the specified equipment and operator. Time will begin when the project supervisor instructs the operator to start and will stop when the project has been completed to the project supervisor's satisfaction. Any breakdowns and/or breaks taken by the bidders' equipment/personnel will be deducted. One (1) hour will be added to the total number of hours on each location for hauling equipment on each project.

EQUIPMENT SPECIFICATIONS:

All equipment furnished shall be in good mechanical condition.

DUMP TRUCK - Shall be capable of making a round each time the county owned dump trucks make a round.

LAYDOWN MACHINE - Shall be capable of laying two (2) eight (8') feet wide lanes, two (2") inches thick and six hundred (600') feet long per hour to a smooth line and grade and equipped with a minimum seven (7) ton hopper capacity.

TRACK DOZER - Shall have a minimum operating weight of 36,000 pounds, minimum horsepower of 165 SAE net HP, and be in good operating condition. The operator is to have a minimum of one (1) year experience clearing timber and pushing sand, clay and iron ore gravel.

HAUL TRUCK - Shall have a minimum pay load hauling capacity of 35, 000 pounds. Equipment furnished shall be in good mechanical condition.

TRACK HOE - Shall have minimum operating weight of 40,000 pounds, minimum horsepower of 120 SAE net HP, reach depth of twenty-five (25) feet and be in good operating condition. The operator is to have a minimum of one (1) year experience clearing timber and loading construction material.

BID SHEET FOR VARIOUS TYPES OF CONSTRUCTION EQUIPMENT

<u>BASE BID A</u>	<u>TRUCK SIZE</u>	<u>COST PER HOUR</u>
<b>Dump Truck With Operator Within Upshur County</b>	6 YARD	\$ _____
	12 YARD	\$ <u>40.00</u>
	24 YARD	\$ _____

<u>BASE BID B</u>	<u>TRUCK SIZE</u>	<u>COST PER TON MILE</u>	<u>MINIMUM COST PER HOUR</u>
<b>Dump Truck With Operator Outside Upshur County</b>	6 YARD	\$ _____	\$ _____
	12 YARD	\$ <u>8.25</u>	\$ <u>40.00</u>
	24 YARD	\$ _____	\$ _____

**BASE BID C**

Asphalt Laydown Machine with two (2) Operators Per Hr \$ \_\_\_\_\_

**BASE BID D**

Track Dozer with Operator Per Hr \$ \_\_\_\_\_

**BASE BID E**

Haul Truck with Operator Per Hr \$ \_\_\_\_\_

**BASE BID F**

Track Hoe with Operator Per Hr \$ \_\_\_\_\_

Upshur County Road and Bridge Department  
Contractor's Responsibility for Work

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the non-execution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

The contractor shall repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contractor or as directed by the Road Administrator. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense.

Armo Skinner  
CONTRACTOR

3-15-05  
DATE

\_\_\_\_\_  
ROAD ADMINISTRATOR

\_\_\_\_\_  
DATE

VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

VENDOR

FIRM/BIDDER: Skinner Trucking

BY: Omas Skinner Trucker
AUTHORIZED AGENT TITLE

ADDRESS: 542 Skinner Lane

Longview CITY Tex STATE 75605 ZIP CODE

PHONE: 903 663-6484 FAX: 903 663-6971

REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.

1. COMPANY NAME: Tex Department of Transportation

ADDRESS: Jacksonville PHONE NO. 903-584 9411

CONTACT PERSON: Clint TITLE: foreman

2. COMPANY NAME: Martin Lake Construction INC

ADDRESS: Carlhaze TX PHONE NO. 903 693-7380

CONTACT PERSON: TITLE:

3. COMPANY NAME: C.W.T Construction Co

ADDRESS: Gilmer TX PHONE NO.:

CONTACT PERSON: Micky TITLE:

**VENDOR REFERENCE INFORMATION SHEET**

(PLEASE PRINT CLEARLY)

## VENDOR

FIRM/BIDDER: Jimmy Stgall

BY: \_\_\_\_\_

AUTHORIZED AGENT

owner

TITLE

ADDRESS: 3387 Hare Rd Gilmer

CITY

TX

STATE

75644

ZIP CODE

PHONE: 903 725 6517

FAX: \_\_\_\_\_

## REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE  
COMMODITIES HAVE BEEN PROVIDED.1. COMPANY NAME: UPSHUR CO. ROAD & BRIDGEADDRESS: Gilmer PHONE NO. 903 843-7623

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

2. COMPANY NAME: Patterson UTI DRILLINGADDRESS: TYLER TX PHONE NO. 903 571 4380CONTACT PERSON: TENNY AMMONS TITLE: SHOP FOREMAN3. COMPANY NAME: H. H. HOWARD CONST.ADDRESS: DANGERFIELD PHONE NO. 903 573-4308CONTACT PERSON: MIKE HOWARD TITLE: \_\_\_\_\_

Upshur County Road and Bridge Department  
Contractor's Responsibility for Work

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the non-execution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

The contractor shall repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contractor or as directed by the Road Administrator. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense.

Jimmy Stegall  
CONTRACTOR

3-25-05  
DATE

\_\_\_\_\_  
ROAD ADMINISTRATOR

\_\_\_\_\_  
DATE

BID SHEET FOR VARIOUS TYPES OF CONSTRUCTION EQUIPMENT

<u>BASE BID A</u>	<u>TRUCK SIZE</u>	<u>COST PER HOUR</u>
<b>Dump Truck With Operator Within Upshur County</b>	6 YARD	\$ _____
	12 YARD	\$ <u>45.00</u>
	24 YARD	\$ <u>62.50</u>

<u>BASE BID B</u>	<u>TRUCK SIZE</u>	<u>COST PER TON MILE</u>	<u>MINIMUM COST PER HOUR</u>
<b>Dump Truck With Operator Outside Upshur County</b>	6 YARD	\$ _____	\$ _____
	12 YARD	\$ <u>0.25</u>	\$ <u>45.00</u>
	24 YARD	\$ <u>0.18</u>	\$ <u>62.50</u>

BASE BID C

Asphalt Laydown Machine with two (2) Operators

Per Hr \$ 200.00BASE BID D

Track Dozer with Operator

Per Hr \$ 60.00  
*Fiat - ALLIS 8B*BASE BID E

Haul Truck with Operator

Per Hr \$ 65.00 with  
4hr. minimum.BASE BID F

Track Hoe with Operator

Per Hr \$ \_\_\_\_\_

BID # RB 03-05

BID PACKAGE FOR:

\*\*\*\*\*  
RENTAL OF VARIOUS  
TYPES OF EQUIPMENT FOR  
UPSHUR COUNTY ROAD & BRIDGE DEPT.  
\*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: Joe Watkins

RETURN SEALED BID TO:

Upshur County Judge's Office  
100 Tyler Street, County Courthouse, Third Floor  
P.O. Box 730  
Gilmer, Texas 75644

FOR INQUIRIES PLEASE CALL:

Robert D. Lyons  
County Road Administrator  
Phone: (903) 843-7623

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH  
ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD  
WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS  
WHEN POSSIBLE!**

**\*\*\*PLEASE DENOTE BID NUMBER ON THE OUTSIDE OF ENVELOPE.**

## SPECIFICATIONS AND CONDITIONS FOR RENTAL OF VARIOUS TYPES OF EQUIPMENT.

### SCOPE OF WORK:

It is the declared and acknowledged intention of these contract documents to provide, (a) one (1) dump truck with operator (loading and hauling within Upshur County), (b) one (1) dump truck with operator (loading & hauling outside Upshur County), (c) self-propelled asphalt laydown machine with two (2) operators, one (1) track dozer with operator, (e) one (1) haul truck with operator and (f) one (1) trackhoe with operator.

### BIDDING AND AWARD OF CONTRACT:

Upshur County reserves the right to reject any or all bids, to use other bidders that conform to these specifications when the lower bidder is unable to supply equipment within twenty-four (24) hours of request and to award separate contracts on each piece of equipment. Bidders can bid on any or all of the equipment.

### Measurement and Payment:

Rental Rate - Time will be kept to the nearest fifteen (15) minutes. A record of this time shall be signed by the project supervisor. The rental rate quoted shall be full compensation for all insurance, benefits, fuel, repairs and hauling. Proof of state required insurance will be required before equipment is used by Upshur County.

### DUMP TRUCK - (Loading and hauling within Upshur County)

Rental rate will be paid per hour. Time will start with the loading of the first load and end with the dumping of the last load each day. Two (2) hour minimum when Upshur County personnel are responsible for work stoppage. Any breakdowns and/or breaks taken by the bidders equipment/personnel will be deducted.

**DUMP TRUCK - (Loading outside and hauling within Upshur County)**

Rental rate will be paid by the ton mile. Tons will be determined by haul tickets or legal load limits, whichever is the lesser. Mileage will be based on the most direct travel distance one-way from the loading site to the mid-point of the project site. Due to possible delays in loading and unloading a minimum cost per hour shall be bid. If the rate per ton mile is less than the minimum rate bid per hour, then the hourly rate will be used for payment. Time starts with the loading of the first load and ends with the dumping of the last load each day. Any breakdowns and/or breaks taken by the bidders' equipment/personnel will be deducted.

**LAYDOWN MACHINE** - Rental rate will be based on the cost per hour to furnish the specified equipment and two (2) OPERATORS. Time will begin when the first truck dumps into the laydown machine and will end when the last load of asphalt is laid on the roadway minus any breakdowns of the laydown machine and/or breaks taken by the bidders' personnel. NO DEDUCTIONS will be made due to the County's failure to keep the laydown supplied with asphalt. One (1) hour will be added to the total number of hours on each location for hauling equipment. Upshur County will pay a minimum of six (6) hours, plus one (1) hour for hauling equipment.

**TRACK DOZER** - Rental rate will be based on cost per hour to furnish the specified equipment and operator. Time will begin when the project supervisor instructs the operator to start and will stop when the project has been completed to the project supervisor's satisfaction. Any breakdowns and/or breaks taken by the bidders' equipment/personnel will be deducted. One (1) hour will be added to the total number of hours on each location for hauling equipment on each project.

**HAUL TRUCK** - Rental rate will be based on cost per hour. Time will start with the beginning of the loading operation and end when the last unloading operation has been completed.

**TRACK HOE** - Rental rate will be based on cost per hour to furnish the specified equipment and operator. Time will begin when the project supervisor instructs the operator to start and will stop when the project has been completed to the project supervisor's satisfaction. Any breakdowns and/or breaks taken by the bidders' equipment/personnel will be deducted. One (1) hour will be added to the total number of hours on each location for hauling equipment on each project.

EQUIPMENT SPECIFICATIONS:

All equipment furnished shall be in good mechanical condition.

DUMP TRUCK - Shall be capable of making a round each time the county owned dump trucks make a round.

LAYDOWN MACHINE - Shall be capable of laying two (2) eight (8') feet wide lanes, two (2") inches thick and six hundred (600') feet long per hour to a smooth line and grade and equipped with a minimum seven (7) ton hopper capacity.

TRACK DOZER - Shall have a minimum operating weight of 36,000 pounds, minimum horsepower of 165 SAE net HP, and be in good operating condition. The operator is to have a minimum of one (1) year experience clearing timber and pushing sand, clay and iron ore gravel.

HAUL TRUCK - Shall have a minimum pay load hauling capacity of 35, 000 pounds. Equipment furnished shall be in good mechanical condition.

TRACK HOE - Shall have minimum operating weight of 40,000 pounds, minimum horsepower of 120 SAE net HP, reach depth of twenty-five (25) feet and be in good operating condition. The operator is to have a minimum of one (1) year experience clearing timber and loading construction material.

BID SHEET FOR VARIOUS TYPES OF CONSTRUCTION EQUIPMENT

<u>BASE BID A</u>	<u>TRUCK SIZE</u>	<u>COST PER HOUR</u>
<b>Dump Truck With Operator Within Upshur County</b>	6 YARD	\$ <u>                    </u>
	12 YARD	\$ <u>45</u>
	24 YARD	\$ <u>65</u>

<u>BASE BID B</u>	<u>TRUCK SIZE</u>	<u>COST PER TON MILE</u>	<u>MINIMUM COST PER HOUR</u>
<b>Dump Truck With Operator Outside Upshur County</b>	6 YARD	\$ <u>          </u>	\$ <u>                    </u>
	12 YARD	\$ .25	\$45 under 50 miles
	24 YARD	\$ .21	\$4.5 over 50 miles
		.14	\$65 under 50 miles
		\$ .12	\$65 over 50 miles

**BASE BID C**

Asphalt Laydown Machine with two (2) Operators Per Hr \$                     

**BASE BID D**

Track Dozer with Operator Per Hr \$                     

**BASE BID E**

Haul Truck with Operator Per Hr \$                     

**BASE BID F**

Track Hoe with Operator Per Hr \$

Upshur County Road and Bridge Department  
Contractor's Responsibility for Work

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the non-execution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

The contractor shall repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contractor or as directed by the Road Administrator. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense.

Joe Walker  
CONTRACTOR

3-28-05  
DATE

\_\_\_\_\_  
ROAD ADMINISTRATOR

\_\_\_\_\_  
DATE

69 - 166

### VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

#### VENDOR

FIRM/BIDDER: Joe Watkins

BY: Joe Watkins AUTHORIZED AGENT      OWNER TITLE

ADDRESS: P.O. Box 703

Gladewater CITY      Tx. STATE      75647 ZIP CODE

PHONE: 903-738-9678 FAX: \_\_\_\_\_

#### REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.

1. COMPANY NAME: JDW

ADDRESS: \_\_\_\_\_ PHONE NO. 903-845-5586

CONTACT PERSON: Travis Martin TITLE: Foreman

2. COMPANY NAME: Baton Travel

ADDRESS: \_\_\_\_\_ PHONE NO. 903-983-09149

CONTACT PERSON: David TITLE: OWNER

3. COMPANY NAME: Hasley Con.

ADDRESS: \_\_\_\_\_ PHONE NO. 903-759-3456

CONTACT PERSON: Hugh TITLE: OWNER

BID # RB 06-05

BID PACKAGE FOR:

\*\*\*\*\*  
GASOLINE AND DIESEL FUEL FOR  
UPSHUR COUNTY  
ROAD AND BRIDGE DEPT.  
\*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: Petroleum Traders Corp.

RETURN SEALED BID TO:

Upshur County Judge's Office  
100 Tyler Street, County Courthouse, Third Floor  
P.O. Box 730  
Gilmer, Texas 75644

FOR INQUIRIES PLEASE CALL:

Robert D. Lyons  
County Road Administrator  
Phone: (903) 843-7623

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH  
ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD  
WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS  
WHEN POSSIBLE!**

**\*\*\*PLEASE DENOTE BID NUMBER ON THE OUTSIDE OF ENVELOPE.**

NO. 109 PG. 169

**SPECIFICATIONS AND CONDITIONS FOR GASOLINE AND  
DIESEL FUEL:**

**GENERAL:**

Approximately 15,000 gallons of Lead-Free gasoline and 40,000 gallons of diesel will be required by Upshur County during the contract period. The actual quantities required during the contract period may vary without change in pricing. Bids must include brand and specifications of fuel. Delivery of fuel will normally be by the TRANSPORT LOAD, and shall be delivered within twenty-four (24) hours after the order is placed.

1. LEAD FREE GASOLINE:

100% HYDROCARBON, Lead Free Grade "A" fuel meeting Federal Lead-Free Specifications and having a minimum of 86 Octane, by Research and Motor Average.

2. DIESEL FUEL (LOW SULPHUR) NO. 2 GRADE

- A. Ceptane 42.0 minimum
- B. Sulphur content weight 0.500 maximum
- C. Gravity at 60 F minimum 30.0
- D. Pour point, + 10 F
- E. Viscosity at 100 F
- G. Final boiling point, 670 F maximum

3. TESTING:

Gasoline and Diesel Fuel are subject to testing by the County in a competent testing laboratory. Should tests indicate fuels are not meeting specifications, Upshur County reserves the right to cancel the contract in case the successful bidder fails to correct the noncompliance with specifications and invoice the bidder for testing expense.

4. POST TERMINAL PRICE:

4.1 Documentation shall be from the source of the refinery bid and shall bear the refinery's logo and/or letterheads shall be from the Oil Price Information Service and shall bear the OPIS logo and/or letterhead.

4.2 Documentation shall identify the refinery source, refinery location, fuel brand and/or trade name, fuel prices corresponding to the type(s) of fuel(s) designated on the IFB, for which a bid is made.

4.3 Bidder should indicate in the space provided on the IFB, the first and last names and telephone number(s) of the source refinery employee(s) who may verify fuel price for a given day.

4.4 If fuel is delivered from a refinery other than originally bid, the vendor shall supply, with the invoice, posted terminal price documents from both the refinery location originally bid and the refinery used. Upshur County will pay the lesser of the two selling prices.

4.5 Invoices not supported by all specified terminal price documents will be retained and payment held in abeyance, until the required documentations received.

5. CONTRACT AWARD:

"TOTAL BID" shall be used to determine the lower bidder. Upshur County reserves the right to reject any or all bids. The bidder must submit a delivered unit price per gallon on each type of fuel, which shall include the dock price, and the bidders "margin"

A copy of the jobber's invoice to the bidder shall be submitted with this bid to verify the present dock or jobber's price. Successful bidder shall submit a copy of the jobber's current dock price with each invoice.

TAXES:

Upshur County will be responsible for all applicable taxes at the time of billing. Contractors shall not include any taxes on the bid proposal.

BID SHEET

GASOLINE AND DIESEL FUEL SUPPLY FROM APRIL 1, 2005  
THROUGH FEBRUARY 28, 2006.

QTY	DESCRIPTION OF ITEMS	UNIT OF MEASURE	PRICE PER UNIT	TOTAL BY ITEMS
	LEAD FREE			
	DOCK PRICE AS OF 2:00 P.M.			
	MARCH <del>20</del> <sup>21</sup> , 2005	Gallon(s)	\$ 1.5430	
	MARGIN OF PROFIT:	Gallon(s)	\$ +.0024	
			1.5454	
15,000	TOTAL:			\$ 23,181.00
	DIESEL FUEL			
	DOCK PRICE AS OF 2:00 P.M.			
	MARCH <del>20</del> <sup>21</sup> , 2005	Gallon(s)	\$ 1.5980	
	MARGIN OF PROFIT:	Gallon(s)	\$ +.0024	
40,000	TOTAL:		1.6004	\$ 64,016.00
	TOTAL BID			\$ 87,197.00
	ADDITIONAL MARGIN OF PROFIT IF "TANKER LOADS" ARE REQUESTED BY UPSHUR COUNTY			\$ 75.00

### VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

#### VENDOR

FIRM/BIDDER: Petroleum Traders Corporation

BY:  Vice President

AUTHORIZED AGENT TITLE  
Vicki L. Himes

ADDRESS: 7110 Pointe Inverness Way

Fort Wayne IN 46804  
CITY STATE ZIP CODE

PHONE: 800-348-3705, x 318 FAX: 260-432-6564

#### REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.

1. COMPANY NAME: Greater Dayton RTA

ADDRESS: 600 Longworth, Dayton, OH PHONE NO. 937-425-8311

CONTACT PERSON: Marlene TITLE: Purchasing Agent

2. COMPANY NAME: City of Grand Prairie

1821 W. Freeway  
ADDRESS: Grand Prairie, TX PHONE NO. 972-237-8502

CONTACT PERSON: Susie Hedrick TITLE: Purchasing Agent

3. COMPANY NAME: Travis County

1000 N. Lamar  
ADDRESS: Austin, TX PHONE NO. 512-854-9700

CONTACT PERSON: Cyd Grimes TITLE: Purchasing Agent

69 G172

IntHlsRs	u	N-10	-- --	-- --	183.05	- 1.00	-- --	-- --	03/19
Murphy	b	N-12	-- --	-- --	170.15	- .50	-- --	-- --	03/19
Murphy	b	N-12	-- --	-- --	174.49	- 2.00	-- --	-- --	03/19
Murphy	u	N-12	-- --	-- --	174.49	- 2.00	-- --	-- --	03/19
LOW RACK					176.05				
HIGH RACK					183.32				
RACK AVG					179.69				
BRD LOW RACK					176.05				
BRD HIGH RACK					183.32				
BRD RACK AVG					179.69				
UBD LOW RACK					-- --				
UBD HIGH RACK					-- --				
UBD RACK AVG					-- --				
CONT AVG-03/21					179.69				
CONT LOW-03/21					176.05				
CONT HIGH-03/21					183.32				

2005-03-21 11:33:52 EST

MONTGOMERY, AL \*\*OPIS DIRECT GROSS NO.1 AND NO.2 RED-DYED DISTILLATE FUELS\*\*

			No.1	Latest Kero	Latest No.2	Latest	Date of
			LS RD	Move Red Dye	Move HS RD	Move	Move
COP	b	1-10	-- --	-- --	-- --	160.95	- 1.50 03/19
LOW RACK			-- --	-- --		160.95	
HIGH RACK			-- --	-- --		160.95	
RACK AVG			-- --	-- --		160.95	
BRD LOW RACK			-- --	-- --		160.95	
BRD HIGH RACK			-- --	-- --		160.95	
BRD RACK AVG			-- --	-- --		160.95	
CONT AVG-03/21			-- --	-- --		160.95	
CONT LOW-03/21			-- --	-- --		160.95	
CONT HIGH-03/21			-- --	-- --		160.95	

2005-03-21 11:33:52 EST

MONTGOMERY, AL \*\*OPIS GROSS WINTER DISTILLATE FUELS\*\*

			Winter	Latest	Winter	Latest	Date of
			No.2	Move	RD No 2	Move	Move
BP	b	1-10	164.07	- 1 10	-- --	-- --	03/19
LOW RACK			164.07		-- --		
HIGH RACK			164.07		-- --		
RACK AVG			164.07		-- --		
BRD LOW RACK			164.07		-- --		
BRD HIGH RACK			164.07		-- --		
BRD RACK AVG			164.07		-- --		
CONT AVG-03/21			164.07		-- --		
CONT LOW-03/21			164.07		-- --		
CONT HIGH-03/21			164.07		-- --		

Copyright, Oil Price Information Service

2005-03-21 11:34 56 EST

TYLER, TX \*\*OPIS DIRECT GROSS CLEAR PRICES\*\*

		Terms	Unl	Move	Mid	Move	Pre	Move	Date
Chevron	b	1-10	154.30	1.00	158.80	1.00	164.80	1.00	03/19
XOM	b	1-10	154.33	1.15	158.83	1.15	164.83	1.15	03/19
Citgo	b	1-12	154.60	1.00	158.60	1.00	164.10	1.00	03/19
Shamrock	b	1-10	154.85	1.95	158.85	1.95	163.35	1.95	03/19
Shell	b	1-10	154.95	2.40	158.95	2.40	167.65	2.40	03/19
Tex-Shell	b	1-10	154.95	2.40	158.95	2.40	167 65	2.40	03/19
Conoco	b	1-10	155.00	2.00	158.65	2.00	164.00	2.00	03/19
COP	b	1-10	155.00	2.00	158.65	2.00	164.00	2.00	03/19
DiamondSh	b	1-10	155.05	1.95	159.05	1.95	163.55	1.95	03/19
Fina	b	1-10	155.75	2.25	159.25	2.25	163.75	2.25	03/19
BP	b	1-10	156.30	1.90	161.20	1.90	168.05	1.90	03/19
Crown	u	N-10	157 20	1.55	161.20	1.55	167.20	1.55	03/19

VOL 69 PG 173

Valero	u	N-10	157.85	2.10	161.85	2.10	166.35	2.10	03/19
Fina	u	N-10	188.30d	2.55	191.30d	2.60	194.30d	2.60	03/19
LOW RACK			154.30		158.60		163.35		
HIGH RACK			157.85		161.85		168.05		
RACK AVG			155.39		159.45		165.33		
BRD LOW RACK			154.30		158.60		163.35		
BRD HIGH RACK			156.30		161.20		168.05		
BRD RACK AVG			155.01		159.07		165.07		
UBD LOW RACK			157.20		161.20		166.35		
UBD HIGH RACK			157.85		161.85		167.20		
UBD RACK AVG			157.53		161.53		166.78		
CONT AVG-03/21			155.39		159.45		165.33		
CONT LOW-03/21			154.30		158.60		163.35		
CONT HIGH-03/21			157.85		161.85		168.05		

d=not in average

TYLER, TX	
LOW RETAIL	195.69
AVG RETAIL	197.03
LOW RETAIL EX-TAX	156.74
AVG RETAIL EX-TAX	158.08
RACK/RETAIL P+/L- +	2.69

2005-03-21 11:34:56 EST

TYLER, TX		**OPIS GROSS NO.2 DISTILLATE FUELS**							
		No.2	Latest	No.2	Latest	No.2	Latest	Date of	
		LS	Move	HS	Move	ULS	Move	Move	
Valero	u	N-10	159.80	- .95	-- --	-- --	-- --	03/19	
Crown	u	N-10	160.50	- 1.50	160.25	- 1.50	-- --	03/19	
COP	u	N-10	161.60	- .20	163.50	- .20	-- --	03/19	
DiamondSh	b	1-10	162.45	- .95	-- --	-- --	-- --	03/19	
Shamrock	b	1-10	162.45	- .95	-- --	-- --	-- --	03/19	
Shell	b	1-10	162.50	- .94	-- --	-- --	-- --	03/19	
Tex-Shell	b	1-10	162.50	- .94	-- --	-- --	-- --	03/19	
Chevron	b	1-10	162.70	- .60	-- --	-- --	-- --	03/19	
XOM	b	1-10	162.70	- .60	-- --	-- --	-- --	03/19	
Conoco	b	1-10	162.80	- .65	164.15	- 1.20	-- --	03/19	
COP	b	1-10	162.80	- .65	164.15	- 1.20	-- --	03/19	
Citgo	b	1-12	163.00	- .80	-- --	-- --	-- --	03/19	
Fina	b	1-10	163.75	- .75	-- --	-- --	-- --	03/19	
Fina	u	N-10	191.00d-	.85	-- --	-- --	-- --	03/19	
LOW RACK			159.80		160.25		-- --		
HIGH RACK			163.75		164.15		-- --		
RACK AVG			162.27		163.01		-- --		
BRD LOW RACK			162.45		164.15		-- --		
BRD HIGH RACK			163.75		164.15		-- --		
BRD RACK AVG			162.77		164.15		-- --		
UBD LOW RACK			159.80		160.25		-- --		
UBD HIGH RACK			161.60		163.50		-- --		
UBD RACK AVG			160.63		161.88		-- --		
CONT AVG-03/21			162.27		163.01		-- --		
CONT LOW-03/21			159.80		160.25		-- --		
CONT HIGH-03/21			163.75		164.15		-- --		

d=not in average

2005-03-21 11 34:57 EST

TYLER, TX		**OPIS GROSS PREMIUM NO.2 DISTILLATE FUELS**							
		No.2	Latest	No.2	Latest	No.2	Latest	Date of	
		LS Pre	Move	ULS PRM	Move	HS PRM	Move	Move	
Crown	u	N-10	162.50	- 1.50	-- --	-- --	162.25	- 1.50	03/19
LOW RACK			162.50		-- --	-- --	162.25		
HIGH RACK			162.50		-- --	-- --	162.25		
RACK AVG			162.50		-- --	-- --	162.25		
UBD LOW RACK			162.50		-- --	-- --	162.25		
UBD HIGH RACK			162.50		-- --	-- --	162.25		



**MANSFIELD**

**Mansfield Oil Company**  
1025 Airport Parkway, S.W.  
Gainesville, Georgia 30501

(678) 450-2000  
FAX (678) 450-2200

March 28, 2005

Upshur County Judge's Office  
100 Tyler Street  
County Courthouse, Third Floor  
Gilmer, Texas 75644

RE Bid # RB 06-05

Mansfield Oil Company is pleased to offer a bid proposal for your fuel needs. Our bid margins are based off dock price of Premcor at the Mobil Terminal in Waskom, Texas, unbranded product.

Any applicable taxes or fees will be a separate line item on your invoice.

Mansfield Oil Company offers other services to assist you in meeting your fuel program goals. Some of those services include:

- Electronic Data Interchange
- Statistical Inventory Reconciliation (inventory monitoring and EPA compliance)
- Visa Fleet Card Program and Services (Universal Acceptance)
- 24 hour dispatching
- Spot Bid Sales

Should you have any questions, feel free to call me at (678) 450-2081.

Again, thank you for the opportunity to submit a proposal.

Best Regards,

Libby Norris  
Contract Analyst  
[lnorris@mansfieldoil.com](mailto:lnorris@mansfieldoil.com)  
Fax (678) 450-2281  
Voice (678) 450-2081

**VENDOR REFERENCE INFORMATION SHEET**

(PLEASE PRINT CLEARLY)

**VENDOR**

FIRM/BIDDER: Mansfield Oil Company

BY: *Libby Norris* Contract Analyst  
AUTHORIZED AGENT TITLE

ADDRESS: 1025 Airport Parkway, S. W.

Gaensville Georgia 30501-6833  
CITY STATE ZIP CODE

PHONE: (678) 450-2080 FAX: (678) 450-2280

**REFERENCES**

**LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.**

1. COMPANY NAME: City of San Antonio  
329 S Frio  
ADDRESS: San Antonio, TX PHONE NO. (210) 207 -8383

CONTACT PERSON: Corina Aguilar TITLE: Purchasing Buyer

2. COMPANY NAME: Army/Air Force Exchange (Various States)  
2727 LBJ FWY  
ADDRESS: Dallas, TX 75234 PHONE NO. (214) 277-6386

CONTACT PERSON: Dave Bittick TITLE: Purchasing Agent

3. COMPANY NAME: Defense Fuel Supply Center(Various States)  
8725 John J. Kingman Road  
ADDRESS: Ft. Belvoir, VA 22061 PHONE NO. (703) 767-9542

CONTACT PERSON: Dorothy Gheen TITLE: Buyer

BID SHEET

GASOLINE AND DIESEL FUEL SUPPLY FROM APRIL 1, 2005  
THROUGH FEBRUARY 28, 2006.

QTY	DESCRIPTION OF ITEMS	UNIT OF MEASURE	PRICE PER UNIT	TOTAL BY ITEMS
	LEAD FREE			
	DOCK PRICE AS OF 2:00 P.M.			
	MARCH 20, 2005	Gallon(s)	\$ 1.5650	
	MARGIN OF PROFIT:	Gallon(s)	\$ +.0075	
15,000	TOTAL:			\$ 1.5725
	DIESEL FUEL			
	DOCK PRICE AS OF 2:00 P.M.			
	MARCH 20, 2005	Gallon(s)	\$ 1.5990	
	MARGIN OF PROFIT:	Gallon(s)	\$ +.0075	
40,000	TOTAL:			\$ 1.6065
	TOTAL BID		\$ 87,847.50	
	ADDITIONAL MARGIN OF PROFIT IF "TANKER LOADS" ARE REQUESTED BY UPSHUR COUNTY		\$ +.0583	

THIS SCREEN PRINTED BY: LIBBY

3/28/2005 10:42

MACOST2MNT MANSFIELD OIL CO.  
Cost Maintenance.

Monday 3/28/2005

Enter Key

10:41 16

```

=====
*1. SUPPLIER      6233 PREMCOR - MOBIL
*2. TERMINAL     909  WASKOM, TX
*3. EFF DATE    03/18/2005  THRU 03/21/2005
*4. EFF TIME

```

*5. PRODUCT		GROSS	NET	8. STATUS	9. RECIPE
		6. COST	7. COST		
18:00 3	NO LEAD 87 OCT	1.565000	<u>1.565000</u>		
18:00 4	MIDGRADE 89 OCT	1.600000	<u>1.600000</u>		
18:00 6	PREMIUM 93 OCT	1.640000	<u>1.640000</u>		
18:00 77	LOW SUL DIESEL	1.599000	<u>1.599000</u>		

BID # RB 06-05

BID PACKAGE FOR:

\*\*\*\*\*  
 GASOLINE AND DIESEL FUEL FOR  
 UPSHUR COUNTY  
 ROAD AND BRIDGE DEPT.  
 \*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: Williams Oil

RETURN SEALED BID TO:

Upshur County Judge's Office  
100 Tyler Street, County Courthouse, Third Floor  
P.O. Box 730  
Gilmer, Texas 75644

FOR INQUIRIES PLEASE CALL:

Robert D. Lyons  
County Road Administrator  
Phone: (903) 843-7623

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH  
ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD  
WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS  
WHEN POSSIBLE!**

**\*\*\*PLEASE DENOTE BID NUMBER ON THE OUTSIDE OF ENVELOPE.**

**SPECIFICATIONS AND CONDITIONS FOR GASOLINE AND DIESEL FUEL:**

**GENERAL:**

Approximately 15,000 gallons of Lead-Free gasoline and 40,000 gallons of diesel will be required by Upshur County during the contract period. The actual quantities required during the contract period may vary without change in pricing. Bids must include brand and specifications of fuel. Delivery of fuel will normally be by the TRANSPORT LOAD, and shall be delivered within twenty-four (24) hours after the order is placed.

1. LEAD FREE GASOLINE:

100% HYDROCARBON, Lead Free Grade "A" fuel meeting Federal Lead-Free Specifications and having a minimum of 86 Octane, by Research and Motor Average.

2. DIESEL FUEL (LOW SULPHUR) NO. 2 GRADE:

- A. Ceptane 42.0 minimum
- B. Sulphur content weight 0.500 maximum
- C. Gravity at 60 F minimum 30.0
- D. Pour point, + 10 F
- E. Viscosity at 100 F
- G. Final boiling point, 670 F maximum

3. TESTING:

Gasoline and Diesel Fuel are subject to testing by the County in a competent testing laboratory. Should tests indicate fuels are not meeting specifications, Upshur County reserves the right to cancel the contract in case the successful bidder fails to correct the noncompliance with specifications and invoice the bidder for testing expense.

4. POST TERMINAL PRICE:

4.1 Documentation shall be from the source of the refinery bid and shall bear the refinery's logo and/or letterheads shall be from the Oil Price Information Service and shall bear the OPIS logo and/or letterhead.

4.2 Documentation shall identify the refinery source, refinery location, fuel brand and/or trade name, fuel prices corresponding to the type(s) of fuel(s) designated on the IFB, for which a bid is made.

4.3 Bidder should indicate in the space provided on the IFB, the first and last names and telephone number(s) of the source refinery employee(s) who may verify fuel price for a given day.

4.4 If fuel is delivered from a refinery other than originally bid, the vendor shall supply, with the invoice, posted terminal price documents from both the refinery location originally bid and the refinery used. Upshur County will pay the lesser of the two selling prices.

4.5 Invoices not supported by all specified terminal price documents will be retained and payment held in abeyance, until the required documentations received.

5. CONTRACT AWARD:

"TOTAL BID" shall be used to determine the lower bidder. Upshur County reserves the right to reject any or all bids. The bidder must submit a delivered unit price per gallon on each type of fuel, which shall include the dock price, and the bidders "margin".

A copy of the jobber's invoice to the bidder shall be submitted with this bid to verify the present dock or jobber's price. Successful bidder shall submit a copy of the jobber's current dock price with each invoice.

TAXES:

Upshur County will be responsible for all applicable taxes at the time of billing. Contractors shall not include any taxes on the bid proposal.

**VENDOR REFERENCE INFORMATION SHEET**

(PLEASE PRINT CLEARLY)

**VENDOR**

FIRM/BIDDER: WILLIAMS OIL Co.

BY: GRADY J. Doss OWNER  
AUTHORIZED AGENT TITLE

ADDRESS: 302 S JOHNSON ST.

MINEOLA TX 75773  
CITY STATE ZIP CODE

PHONE: 903 569 3379 FAX: 903 569 9220

**REFERENCES**

**LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.**

1. COMPANY NAME: Tx DOT

ADDRESS: Gilmer PHONE NO. 903 797-3100

CONTACT PERSON: Neal or Vicki TITLE:

2. COMPANY NAME: Georgia Pacific Corp

ADDRESS: MINEOLA YARD PHONE NO. 903 569 9441

CONTACT PERSON: Charles Jackson TITLE: Transportation Supervisor

3. COMPANY NAME: Lane's Fertilizer

ADDRESS: Lindale TX PHONE NO. 903-882-4816

CONTACT PERSON: Charles Lane TITLE: Owner

BID SHEET

GASOLINE AND DIESEL FUEL SUPPLY FROM APRIL 1, 2005  
THROUGH FEBRUARY 28, 2006.

QTY	DESCRIPTION OF ITEMS	UNIT OF MEASURE	PRICE PER UNIT	TOTAL BY ITEMS
-----	----------------------	-----------------	----------------	----------------

**LEAD FREE**

DOCK PRICE AS OF 2:00 P.M.

MARCH 20, 2005

Gallon(s) \$ 1.5720

MARGIN OF PROFIT:

Gallon(s) \$ 0.25 \*

Profit margin is 0.05 + 0.20 STATE FUEL TAX

1.8220 / GAL  
Including 0.20 STATE TAX

15,000 X 1.8220 TOTAL:

\$ 27,330.00

**DIESEL FUEL**

DOCK PRICE AS OF 2:00 P.M.

MARCH 20, 2005

Gallon(s) \$ 1.605

MARGIN OF PROFIT:

Gallon(s) \$ .25 \*

Profit margin is 0.05 + 0.20 STATE FUEL TAX PER GALLON

1.855 / GAL

40,000 TOTAL:

\$ 74,200.00

TOTAL BID

\$ 101,530.00

ADDITIONAL MARGIN OF PROFIT IF "TANKER

LOADS" ARE REQUESTED BY UPSHUR COUNTY

\$ — 0 —

Note: TEXAS MOTOR FUEL TAX OF 0.20/GALLON IS INCLUDED IN PROFIT MARGIN. IF UPSHUR COUNTY IS ELIGIBLE TO PURCHASE FUEL WITHOUT STATE TAX YOU MAY DEDUCT 0.20/gal FROM OUR BID PRICE. FEDERAL EXCISE TAX OF 0.184/gallon FOR GAS AND 0.244/gallon DIESEL IS NOT INCLUDED.

CROWN TIER

CROWN CENTRAL PETROLEUM 03/18/05 15:11 P <--Date/Time Sent  
TERMINAL PRICES EFFECTIVE DATE: 03/19/05 00:00

LA GLORIA OIL & GAS COMPANY

"TYLER, TEXAS TERMINAL"

TYLER- GASOLINE	87RUL	89MUL	92PUL	93PUL	AV GAS
CHANGE:	1.55	1.55	1.55	1.55	NC
03/19/05 PRICE:	157.20	161.20	166.20	167.20	181.75

TYLER DISTILL.	#2 HS	#2 LS	KERO
CHANGE:	- 1.50 -	1.50 -	1.50 - 1.50 - 1.50
03/19/05 PRICE:	160.25	160.50	173.59

#2 low sulfur clear Diesel

Regular lead free GAS

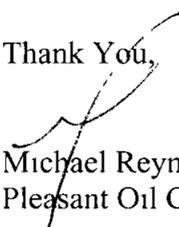
The strike time of 2:00 pm on 3/20-2005 falls on Sunday. This price sheet is in effect for your specified time

PLEASANT OIL COMPANY  
P.O. BOX 1133  
MT. PLEASANT, TEXAS 75455  
903-572-8961

Dear Sirs,

At this time Pleasant Oil Company would like to decline making a fuel bid for Upshur County. A Bid was made last year for fuels and oil by Pleasant Oil and we actually won the bid being \$3500.00 under the Dealer that you chose. At this time we feel it would be a waste of our time filling out the bid papers when you have shown in the past your unwillingness to be fair in your selections.

Thank You,

  
Michael Reynolds  
Pleasant Oil Company

BID # RB 06-05

BID PACKAGE FOR:

\*\*\*\*\*  
GASOLINE AND DIESEL FUEL FOR  
UPSHUR COUNTY  
ROAD AND BRIDGE DEPT.  
\*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: Pleasant Oil Co.

RETURN SEALED BID TO:

Upshur County Judge's Office  
100 Tyler Street, County Courthouse, Third Floor  
P.O. Box 730  
Gilmer, Texas 75644

FOR INQUIRIES PLEASE CALL:

Robert D. Lyons  
County Road Administrator  
Phone: (903) 843-7623

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH  
ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD  
WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS  
WHEN POSSIBLE!**

**\*\*\*PLEASE DENOTE BID NUMBER ON THE OUTSIDE OF ENVELOPE.**

**SPECIFICATIONS AND CONDITIONS FOR GASOLINE AND DIESEL FUEL:**

**GENERAL:**

Approximately 15,000 gallons of Lead-Free gasoline and 40,000 gallons of diesel will be required by Upshur County during the contract period. The actual quantities required during the contract period may vary without change in pricing. Bids must include brand and specifications of fuel. Delivery of fuel will normally be by the TRANSPORT LOAD, and shall be delivered within twenty-four (24) hours after the order is placed.

1. LEAD FREE GASOLINE:

100% HYDROCARBON, Lead Free Grade "A" fuel meeting Federal Lead-Free Specifications and having a minimum of 86 Octane, by Research and Motor Average.

2. DIESEL FUEL (LOW SULPHUR) NO. 2 GRADE.

- A. Ceptane 42.0 minimum
- B. Sulphur content weight 0 500 maximum
- C. Gravity at 60 F minimum 30.0
- D. Pour point, + 10 F
- E. Viscosity at 100 F
- G. Final boiling point, 670 F maximum

3. TESTING:

Gasoline and Diesel Fuel are subject to testing by the County in a competent testing laboratory. Should tests indicate fuels are not meeting specifications, Upshur County reserves the right to cancel the contract in case the successful bidder fails to correct the noncompliance with specifications and invoice the bidder for testing expense.

4. POST TERMINAL PRICE:

4.1 Documentation shall be from the source of the refinery bid and shall bear the refinery's logo and/or letterheads shall be from the Oil Price Information Service and shall bear the OPIS logo and/or letterhead.

4.2 Documentation shall identify the refinery source, refinery location, fuel brand and/or trade name, fuel prices corresponding to the type(s) of fuel(s) designated on the IFB, for which a bid is made.

4.3 Bidder should indicate in the space provided on the IFB, the first and last names and telephone number(s) of the source refinery employee(s) who may verify fuel price for a given day.

4.4 If fuel is delivered from a refinery other than originally bid, the vendor shall supply, with the invoice, posted terminal price documents from both the refinery location originally bid and the refinery used. Upshur County will pay the lesser of the two selling prices.

4.5 Invoices not supported by all specified terminal price documents will be retained and payment held in abeyance, until the required documentations received.

5. CONTRACT AWARD:

"TOTAL BID" shall be used to determine the lower bidder. Upshur County reserves the right to reject any or all bids. The bidder must submit a delivered unit price per gallon on each type of fuel, which shall include the dock price, and the bidders "margin".

A copy of the jobber's invoice to the bidder shall be submitted with this bid to verify the present dock or jobber's price. Successful bidder shall submit a copy of the jobber's current dock price with each invoice.

TAXES:

Upshur County will be responsible for all applicable taxes at the time of billing. Contractors shall not include any taxes on the bid proposal.

no. 69 : 188

BID SHEET

GASOLINE AND DIESEL FUEL SUPPLY FROM APRIL 1, 2005  
THROUGH FEBRUARY 28, 2006.

QTY	DESCRIPTION OF ITEMS	UNIT OF MEASURE	PRICE PER UNIT	TOTAL BY ITEMS
-----	----------------------	-----------------	----------------	----------------

LEAD FREE

DOCK PRICE AS OF 2:00 P.M.

MARCH 20, 2005

Gallon(s)

\$ \_\_\_\_\_

MARGIN OF PROFIT:

Gallon(s)

\$ \_\_\_\_\_

15,000

TOTAL:

\$ \_\_\_\_\_

DIESEL FUEL

DOCK PRICE AS OF 2:00 P.M.

MARCH 20, 2005

Gallon(s)

\$ \_\_\_\_\_

MARGIN OF PROFIT:

Gallon(s)

\$ \_\_\_\_\_

40,000

TOTAL:

\$ \_\_\_\_\_

TOTAL BID

\$ \_\_\_\_\_

ADDITIONAL MARGIN OF PROFIT IF "TANKER  
LOADS" ARE REQUESTED BY UPSHUR COUNTY

\$ \_\_\_\_\_

# VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

## VENDOR

FIRM/BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_  
AUTHORIZED AGENT TITLE

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
CITY STATE ZIP CODE

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

## REFERENCES

**LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE  
COMMODITIES HAVE BEEN PROVIDED.**

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

69 10/190

BID # RB 01-05

BID PACKAGE FOR:

\*\*\*\*\*

**OIL AND GREASE SUPPLY FOR  
UPSHUR COUNTY  
ROAD AND BRIDGE DEPT.**

\*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: Smith Oil Co.

RETURN SEALED BID TO:  
 Upshur County Judge's Office  
 100 Tyler Street, County Courthouse, Third Floor  
 P.O. Box 730  
 Gilmer, Texas 75644

FOR INQUIRIES PLEASE CALL:  
 Robert D. Lyons  
 County Road Administrator  
 Phone: (903) 843-7623

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH  
 ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD  
 WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS  
 WHEN POSSIBLE!**

**\*\*\*PLEASE DENOTE BID NUMBER ON THE OUTSIDE OF ENVELOPE.**

**SPECIFICATIONS AND CONDITIONS FOR OIL AND GREASE SUPPLY:**

THE OIL AND GREASES ARE TO BE DELIVERED IN NEW SEALED CONTAINERS. PROPERLY LABELED WITH CONTENTS AND BRAND NAME TO THE COUNTY GARAGE, UPSHUR COUNTY, TEXAS ON REQUEST FROM THE SHOP FOREMAN.

ALL OILS AND GREASES ARE TO BE IDENTIFIED BY BRAND NAME IN BID AND COMPLETE SPECIFICATIONS SUBMITTED WITH BID. ALSO PRINTED RECOMMENDATIONS OF MANUFACTURER TO THEIR PRODUCT APPLICATION IN THE SERVICING OF TRUCKS, MOTOR GRADERS, TRACTORS, RECLAIMERS AND ETC.

BIDS ARE REQUESTED ON THE FOLLOWING TYPES OF OILS AND GREASES:

- A. ENGINE OIL: MULTI-DUTY - SHALL CONFORM TO API SF-CC-CD-CF-4-CG-4 CLASSIFICATION - VISCOSITY SAE 15W-40.
- B. HYDRAULIC OIL - ISO-AW68: SHALL CONFORM TO VICKERS VANE PUMP TEST (ASTM D-288-2) AND OTHER ASTM SPECIFICATIONS.
- C. HYDRAULIC OIL UNIVERSAL/TRACTOR HYDRAULIC: THIS OIL SHALL CONFORM TO THE REQUIREMENTS OF JOHN DEERE SPECIFICATION NO. JD 303/J14B AND J20A/J20C, CASE MS1207, AND FORD M2C 134B/C/D.

NOTE: THESE HYDRAULIC OILS ARE TO MEET THE REQUIREMENTS OF A HYDRAULIC OIL SUITABLE FOR HEAVY EQUIPMENT AND AIR COMPRESSORS. IT SHALL BE PROPERLY INHIBITED AGAINST RUST AND OXIDATION AND FREE FROM WATER SEDIMENT, SOAP, RESIN AND ANOTHER DELETERIOUS SUBSTANCE. THEY MUST CONTAIN ANTI-WEAR AND ANTI-FOAMING AGENTS.

- D. HYDRAULIC OIL - ISO-AW46: MUST MEET VICKERS VANE PUMP TEST (35VQ25) AND MUST HAVE A MINIMUM OF 0.9% ZINC ADDITIVE.
- E. AW32 - ISO32 SHALL CONFORM TO OR EXCEED VICKERS VANE PUMP TEST AND OTHER ASTM SPECIFICATIONS
- F. TRANSMISSION /DRIVE TRAIN OIL: MUST MEET CATERPILLAR SPECIFICATIONS (TDTO)-(TO-4) SAE 30.
- G. GEAR OIL (SYNTHETIC): SHALL CONFORM TO API GI 1 (ONLY) SPECIFICATIONS COVERING SAE 50.
- H. GEAR OIL (MULTI-PURPOSE): SHALL CONFORM TO U.S. GL5-MIL-L2105-C (ONLY) SPECIFICATIONS COVERING SAE 90.
- I. GEAR OIL (MULTI-PURPOSE): SHALL CONFORM TO U.S. GL5-8510-407 SPECIFICATIONS COVERING SAE 85-140.

- J. MINERAL GEAR OIL: SHALL CONFORM TO API-GL-1 SAE 90.
- K. CHASSIS GREASE: SHALL BE A LITHIUM, METALLIC SOAP BASE GREASE THAT WILL WITHSTAND 300 DEGREES FAHRENHEIT AND 3,000 RPM BEARING SPEED.
- L. TUBE GREASE (MULTI-PURPOSE): SHALL MEET THE REQUIREMENTS OF A MULTI-PURPOSE GRADE 2 GREASE THAT WILL WITHSTAND 100 DEGREES FAHRENHEIT TESTING.
- M. TUBE GREASE (HIGH TEMPERATURE-EXTREME PRESSURE ): MUST BE A LITHIUM/MOLYBDENIUM COMPOUND, THAT WILL WITHSTAND EXTREME PRESSURE AND HIGH TEMPERATURES, SUCH AS PENZOIL 5730.
- N. WHEEL BEARING GREASE: MULTI-PURPOSE GREASE, NLG12 EXTREME PRESSURE , HIGH FILM AND CORROSION PROTECTION.

ALL OILS MUST BE OF VIRGIN ORIGIN.

BIDS ON ANY OILS AND GREASES NOT EQUAL TO THE ABOVE SPECIFICATIONS SHALL BE CAUSE TO REJECT ENTIRE BID. BID ON OILS NOT IDENTIFIED BY BRAND IN GENERAL USE BY MANUFACTURER SHALL BE REJECTED. THE "TOTAL BID" SHALL BE USED TO DETERMINE THE LOWER BIDDER.

OIL AND GREASE ARE SUBJECT TO TESTING BY THE COUNTY IN A COMPETENT TESTING LABORATORY.

**Escalation and De-escalation Policy**

It is agreed the unit price bid is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their price to the vendor; however the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendor's product supplier. The vendor shall provide notice to the County Road Administrator at least two (2) days in advance of any increase in the unit price bid. The two (2) day period shall begin upon receipt of the notice by the County Road Administrator. Upshur County reserves the right to cease purchase of the product, purchase from a secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.

**CONTRACT AWARD:** "TOTAL BASE BID" shall be used to determine the lower bidder, Upshur County reserves the right to award separate contracts on each of the base bids, to reject any and all bids, to award contracts to primary and secondary vendors, to reject materials not meeting specifications, and to increase or decrease the quantities.

**SPECIFICATIONS APPROVED:**

ROBERT D. LYONS  
UPSHUR COUNTY  
ROAD ADMINISTRATOR

3/17/05  
DATE

**BID SHEET FOR OIL AND GREASE SUPPLY**

OIL AND GREASE SUPPLY FOR UPSHUR COUNTY ROAD DEPARTMENT FOR THE PERIOD FROM MARCH 1, 2005 THROUGH FEBRUARY 28, 2006

ALL BIDS SHALL INCLUDE THE TEXAS ENVIRONMENTAL FEE

ALL ITEMS TO BE SHIPPED F.O B UPSHUR COUNTY SHOP

THE QUANTITIES INDICATED ARE THE APPROXIMATE REQUIREMENTS FOR THE PERIOD SPECIFIED.

	UNIT SIZE	ESTIMATED TOTALS	COST PER UNIT	TOTAL COST
ENGINE OIL MULTI-DUTY SAE 15 W 40 (APU SF-CC-CD-CF-4-CG-4)	BUCKET (5 Gals)	50 BUCKETS	\$ 19.95	\$ 997.50
	BARREL (55 Gals)	5 BARRELS	\$ 255.00	\$ 1,275.00
HYDRAULIC OIL: ISO-AW68	BARREL (55 Gals)	3 BARRELS	\$ 140.00	\$ 420.00
	BUCKET (5 Gals)	60 BUCKETS	\$ 14.00	\$ 840.00
ISO-AW46	BARREL (55 Gals)	1 BARREL	\$ 140.00	\$ 140.00
	BUCKET (5 Gals)	50 BUCKETS	\$ 14.00	\$ 700.00
AW32-ISO32	BARREL (55 Gals)	12 BARRELS	\$ 140.00	\$ 1,680.00
HYDRAULIC OIL				
UNIVERSAL TRACTOR HYDRAULIC	BARREL (55 Gals)	3 BARRELS	\$ 210.00	\$ 630.00
	BUCKET (5 Gals)	60 BUCKETS	\$ 17.00	\$ 1,020.00
GEAR OIL SYNTHETIC SAE 50	GAL	200 GALS	\$ 17.00	\$ 3,400.00
GEAR OIL MULTI-PURPOSE SAE 90	LB	200 LBS	\$ .50	\$ 100.00
GEAR OIL: MULTI-PURPOSE SAE 85-140	LB	400 LBS	\$ .70	\$ 280.00
MINERAL OIL: SAE 90	BUCKET (5 Gals)	2 BUCKETS	\$ 10.00	\$ 20.00
TRANSMISSION OIL (TO-4) SAE 30	GAL	110 GALS	\$ 6.75	\$ 742.00
CHASSIS	DRUM (400#)	2 DRUMS	\$ 220.00	\$ 440.00
	DRUM (120#)	4 DRUMS	\$ 135.00	\$ 540.00
AUTOMATIC TRANSMISSION FLUID	GAL	330 GALS	\$ 3.20	\$ 1,056.00
	BARREL (55 Gals)	12 BARRELS	\$ 230.00	\$ 2,760.00
TUBE GREASE (HIGH TEMP E.P) 10-14 OZ TUBES PER CASE	CASE	5 CASES	\$ 17.50	\$ 87.50
WHEEL BEARING GREASE	BUCKET 35 LBS	1 BUCKET	\$ 20.00	\$ 20.00
"TOTAL BID"			\$	<u>17,148.00</u>

## VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

### VENDOR

FIRM/BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

AUTHORIZED AGENT

TITLE

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

### REFERENCES

**LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE  
COMMODITIES HAVE BEEN PROVIDED.**

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_



## HBC TH Fluid

### Features

HBC TH Fluid is a premium quality, tractor hydraulic oil fortified with additives that provide excellent wear protection in modern tractor circulation systems that include hydraulics, transmissions, wet brakes and clutches. Special additives provide anti-wear protection and resistance to sludge and varnish formation.

### Applications

HBC TH Fluid oils are recommended for use in all types of farm tractors and industrial tractors, including John Deere, Case IH, International Harvester, Kubota, Massey Ferguson, and others where a universal fluid is recommended. It is also recommended for equipment specifying Allison C-3, C-4 or Caterpillar TO-2.

### Typical Properties

Viscosity cSt at 40°C	60
cSt at 100°C	9.8
Viscosity SUS at 100 ° F	320
SUS at 210 ° F	56
Viscosity Index	130
Pour Point, ° F	-35
Flash Point, ° F	395
API Gravity	28.5
Gear Wear Test JD.J-20C	Pass
Four Ball Test M2C-33F	Pass

**COASTAL CHEMICAL CO., L.L.C.**  
**KILGORE, TEXAS**

## HBC Multipurpose ATF

### Features

HBC Multipurpose ATF is a premium quality, automatic transmission fluid designed for use in most automatic transmissions. It can also be used in many rotary screw compressors and some high pressure, high speed hydraulic systems. HBC Multipurpose ATF can be used in many bearing applications where a light viscosity oil with high oxidation resistance is needed.

### Applications

HBC Multipurpose ATF is recommended for use in power shift transmissions which require Allison C-4 or Caterpillar TO-2 fluid. It is suitable for use in Sundstrand and Eaton heavy duty transmissions and where GM or Ford Dextron®-III/Mercon® fluids are required.

### Typical Properties

TEST DESCRIPTION	TYPICAL
Viscosity cSt at 40°C	33
cSt at 100°C	7.2
Viscosity SUS at 100 ° F	167
SUS at 210 ° F	50
Viscosity Index	190
Pour Point, ° C, (° F)	-45 (-55)
Flash Point, ° C, (° F)	180 (380)
API Gravity	32.1
Color	Red

Friday March 25, 2005

*To Upsher County Commissioners and County Judge;*

*After looking over with the spreadsheet for oil and grease supply for RB01-04 it has come to my attention that all venders did not bid all items as the contract asked for, for example, Pleasant Oil bid 4 line items incorrectly, for example line item #10 synthetic sae 50 200 gallons, and my bid was 17.00 a gallon for a total of \$3,400.00, H&W Petroleum bid \$18.00 per gallon for a total of \$3,600.00. Pleasant Oil bid \$2.23 for a total of \$4.46, which is obvious to me that they bid pounds instead of gallons there is approximately 7.5 pounds per gallon, so that made their bid look almost \$3,000.00 less than me and H&W. Line item #13 the bid asked for two 5 gallon buckets of 90 weight mineral oil per bucket, they bid per pound again. Line item #14 TO-4SAE 30 110 gallons my bid was \$7.15 per gallon for a total of \$786.50, H&W was a total of \$704.00 and Pleasant Oil put in \$168.00 in the per gallon column for a total of \$336.00 for a 110 gallons, so that doesn't add up correctly. Line item #15 two four hundred pound drums of grease asked for per drum and they bid per pound again. This is kind of like as a quote on a 200horse power motor and someone quotes cubic inches. All quotes should be quoted for what the bid asked for, so that all the venders are on the same page.*

*Thank You,*

*David H. Smith  
Smith Oil Co.*



## HBC Hydraulic AW oils

### Features

HBC Hydraulic AW oils are premium quality, anti-wear hydraulic oils fortified with additives that provide excellent wear protection in industrial and mobile hydraulic systems. Special additives provide resistance to sludge and varnish formation and help in rapid water separation. HBC Hydraulic AW oils meet or exceed the requirements of Hagglands-Denison HF-O, Vickers and Cincinnati Milacron specifications.

### Applications

HBC Hydraulic AW oils are recommended for use in all high pressure, high speed systems using vane, piston or gear pumps. They may also be utilized in circulation systems requiring lubricants with anti-wear properties.

### *Typical Properties*

<b>ISO GRADE:</b>	<b>32</b>	<b>46</b>	<b>68</b>
Viscosity			
cSt at 40°C	30	45	68
cSt at 100°C	5.2	6.5	8.4
Viscosity			
SUS at 100 ° F	160	230	340
SUS at 210 ° F	44	49	55
Viscosity Index	96	96	96
Pour Point, ° F	-20	-20	-15
Flash Point, ° F	405	410	430
API Gravity	32.5	31.0	30.9
Oxidation, Hrs. ASTM D-943	3000	3000	3000

69 FG 200



# Mobil

## Product Data Sheet

120\*

Tuber

## Mobilgrease® HTS

### Product Description

Mobilgrease HTS is a lithium complex soap grease having excellent extreme-pressure and antiwear properties. This grease contains high-viscosity base oils to provide outstanding extended service, water spray-off, and heavy duty performance. Additionally the lithium complex soap combined with an advanced additive system delivers outstanding high-temperature performance properties.

### Applications

Mobilgrease HTS is recommended for the lubrication of heavy duty and extended service automotive and mobile equipment. It is also an excellent fifth wheel lubricant. The grease sheds water, continues to lubricate, and aids in forming a strong seal to resist water and dirt intrusion. When free water does enter a bearing, the grease maintains consistency. Its extreme-pressure properties and high oil viscosity reduce wear, making it especially applicable for heavy shock loads. It also can be used in central systems at temperatures to about 20° F.

This heavy duty grease requires special pumping equipment considerations. Although it will generally pump well with standard equipment, low air pressures, incorrect or worn pumping equipment, or very long or inadequately sized lines can cause difficulty. Mobilgrease HTS provides maximum bearing and pin lubrication performance.

### Advantages

Mobilgrease HTS provides the following advantages and benefits:

- Excellent resistance to wear
- Fewer bearing and pin failures caused by water contamination
- Reduced wear
- Lower maintenance costs
- Good pumpability at moderate temperatures
- Better stay-put properties at high temperatures, loads and tough service

### Typical Characteristics

Physical characteristics are listed in the table. Those not shown as maximum or minimum are typical and may vary slightly.

Mobilgrease HTS	
Product Number	64231-4
NLGI Grade	2
Soap Type	Lithium Complex
Structure	Smooth/Tacky


 Mobil

# Mobilube HD Plus 80W-90, 85W-140

Extra High Performance Commercial Gear Lubricants

## Product Description

Mobilube HD Plus 80W-90 and 85W-140 are extra high performance commercial gear lubricants formulated from select base oils and an advanced additive system. These lubricants are engineered for performance in heavy-duty commercial transmissions, axles, and final drives where extreme pressures and shock loading are expected. They provide excellent chemical and thermal stability at elevated bulk oil temperatures, good performance at low temperatures, and have demonstrated good rust protection resulting from water contamination and wet conditions. They provide excellent performance where API GL-5 and MT-1 service is required.

## Features & Benefits

Today's heavy equipment applications place higher performance demands on drive train lubricants. Higher speeds, higher torque, and heavier loads require improved formulations to maximise equipment life and optimise operating costs. Longer service intervals place additional demands on the gear lubricant. Mobilube HD Plus gear lubricants are engineered to meet these challenges. The key benefits include:

Features	Advantages and Potential Benefits
Excellent thermal stability and resistance to high temperature oxidation	Extended gear and bearing life due to minimal deposits and longer seal life
Good protection against low speed/high torque wear and against high speed scoring	Increased load carrying capability and reduced operating costs
Excellent rust, staining, and corrosion protection	Reduced wear and longer component life
Effective low temperature lubrication	Reduced wear and ease of start-up
Wide multipurpose capability	Reduced number of gear lubricants to simplify inventory and minimize misapplication
Good resistance to foaming	Maintains film strength for effective lubrication
Compatible with typical automotive seals and gaskets	Minimum leakage and reduced contamination

## Applications

- Heavy-duty manual transmissions, axles, and final drives requiring API GL-5 and MT-1 level performance
- On-highway light and heavy-duty trucks, busses, vans, and cars
- Off-highway industries including construction, mining, quarrying, and agriculture

### ExxonMobil Lubricants & Specialties

All products may not be available locally. For more information, contact your local sales office or visit [www.exxonmobil.com](http://www.exxonmobil.com). ExxonMobil is comprised of numerous affiliates and subsidiaries, many with names that include Esso, Mobil, or ExxonMobil. Nothing in this document is intended to override or supersede the corporate separateness of local entities. Responsibility for local action and accountability remains with the local ExxonMobil-affiliate entities. Due to continual product research and development, the information contained herein is subject to change without notification. Typical Properties may vary slightly.

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- Other heavy-duty industrial and automotive applications involving hypoid and other gears operating under conditions where high speed/shock load, high speed/low torque, and/or low speed/high torque conditions prevail
- Mobilube HD Plus gear lubricants are intended for initial fill, top-off, and refill of enclosed commercial gearing in manual or semiautomatic transmissions where gear lubricants are recommended including drive axles and final drives
- Not recommended for applications requiring API GL-4 Level performance
- Not intended for transmissions for which engine oil or automatic transmission fluids are recommended

### Specifications & Approvals

Mobilube HD Plus Gear Oil meets or exceeds the following industry specifications.	80W-90	85W-140
API GL-5	X	X
API MT-1	X	X

Mobilube HD Plus Gear Oil has the following builder approvals:	80W-90	85W-140
Mack GO-J	X	X

Mobilube HD Plus Gear Oil	80W-90	85W-140
Approved against Mil - PRF-2105E	X	X

### Typical Properties

Mobilube HD Plus	80W-90	85W-140
SAE Grade		
Viscosity, ASTM D 445		
cSt @ 40°C	139	333
cSt @ 100°C	14.5	25.4
Viscosity Index, ASTM D 2270	103	99
Pour Point, °C, ASTM D 97	-27	-18
Flash Point, °C, ASTM D 92	210	230
Density @ 15°C kg/l, ASTM D 4052	0.895	0.903

### Health & Safety

Based on available information, this product is not expected to produce adverse effects on health when used for the intended application and the recommendations provided in the Material Safety Data Sheet (MSDS) are followed. MSDS's are available upon request through your sales contract office, or via the Internet. This product should not be used for purposes other than its intended use. If disposing of used product, take care to protect the environment.

The Mobil logotype, the Pegasus design, and Mobilube HD Plus are trademarks of Exxon Mobil Corporation, or one of its subsidiaries.





# Exxon XD-3 10W-30, 15W-40

## Premium Diesel Engine Oils

### Product Description

Exxon XD-3 10W-30 and 15W-40 are premium diesel engine oils formulated to provide excellent protection to modern, high performance diesel engines used in severe on and off-highway applications. These multigrade diesel engine oils are designed using top quality, highly refined base oils and an effective additive system that protects all parts of the engine. Exxon XD-3 is recommended for use in a wide range of heavy-duty applications and operating environments and meets the latest API specifications for gasoline engines used in mixed fleets.

### Features & Benefits

Today's low emission diesel engines place increasing demands on engine lubricants. The quality and reliability built into Exxon XD-3 10W-30 and 15W-40 deliver excellent performance in modern diesel and gasoline engines as well as older models. In addition, it has proven to protect engines with Exhaust Gas Recirculation (EGR). The key benefits include:

- Excellent oxidation and thermal stability reduces sludge and deposits to keep engines cleaner
- Effective anti-wear and anti-scuff properties reduce wear and extend engine life
- Reliable soot handling capabilities
- Stay-in-grade shear stability protects engine parts at high operating temperatures and reduces oil consumption

### Applications

- Naturally aspirated and turbo-charged equipment powered equipment manufactured
- Over the road heavy and light duty diesel trucks
- Pickup trucks and sport utility vehicles with diesel or gasoline engines
- Off-Highway operations including construction, mining, quarrying, and agriculture

### Specifications & Approvals

Exxon XD-3 Multigrades meet or exceed the following industry and builder specifications.	10W-30	15W-40
API CI-4/CH-4/CG-4/CF-4/CF/SL/SJ	X	X
Detroit Diesel (Four Stroke) 7SE 270		X

#### ExxonMobil Lubricants & Specialties

All products may not be available locally. For more information, contact your local sales office or visit [www.exxonmobil.com](http://www.exxonmobil.com). ExxonMobil is comprised of numerous affiliates and subsidiaries, many with names that include Esso, Mobil, or ExxonMobil. Nothing in this document is intended to override or supersede the corporate separateness of local entities. Responsibility for local action and accountability remains with the local ExxonMobil-affiliate entities. Due to continual product research and development, the information contained herein is subject to change without notification. Typical Properties may vary slightly.  
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Exxon XD-3 Multigrades have the following builder approvals:	10W-30	15W-40
Mack EO-M Plus	X	X
Cummins CES 20078/20076	X	X
Volvo VDS-2	X	X
Volvo VDS-3		X

Exxon XD-3 Multigrades are recommended for use in applications requiring:	10W-30	15W-40
Mack EO-M, EO-N	X	X
Cummins CES 20071	X	X
Allison C-4		X

## Typical Properties

Exxon XD-3 Multigrades	10W-30	15W-40
SAE Grade	10W-30	15W-40
Viscosity, ASTM D 445		
cSt @ 40°C	74	113
cSt @ 100°C	11.5	15.0
Viscosity Index, ASTM D 2270	145	138
Sulfated Ash, wt%, ASTM D 874	1.1	1.1
Total Base #, mg KOH/g, ASTM D 2896	10	10
Pour Point, °C, ASTM D 97	-33	-33
Flash Point, °C, ASTM D 92	240	240
Density @ 15°C kg/l, ASTM D 4052	0.866	0.883

## Health & Safety

Based on available information, this product is not expected to produce adverse effects on health when used for the intended application and the recommendations provided in the Material Safety Data Sheet (MSDS) are followed. MSDS's are available upon request through your sales contract office, or via the Internet. This product should not be used for purposes other than its intended use. If disposing of used product, take care to protect the environment.

The Exxon logo, the Running Tiger, and XD-3 are trademarks of Exxon Mobil Corporation, or one of its subsidiaries.

### ExxonMobil Lubricants & Specialties

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BID # RB 01-05

BID PACKAGE FOR:

\*\*\*\*\*

**OIL AND GREASE SUPPLY FOR  
UPSHUR COUNTY  
ROAD AND BRIDGE DEPT.**

\*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: PENCO Oil Co.

**RETURN SEALED BID TO:**

Upshur County Judge's Office  
100 Tyler Street, County Courthouse, Third Floor  
P.O. Box 730  
Gilmer, Texas 75644

**FOR INQUIRIES PLEASE CALL:**

Robert D. Lyons  
County Road Administrator  
Phone: (903) 843-7623

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH  
ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD  
WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS  
WHEN POSSIBLE!**

**\*\*\*PLEASE DENOTE BID NUMBER ON THE OUTSIDE OF ENVELOPE.**

## **SPECIFICATIONS AND CONDITIONS FOR OIL AND GREASE SUPPLY:**

THE OIL AND GREASES ARE TO BE DELIVERED IN NEW SEALED CONTAINERS. PROPERLY LABELED WITH CONTENTS AND BRAND NAME TO THE COUNTY GARAGE, UPSHUR COUNTY, TEXAS ON REQUEST FROM THE SHOP FOREMAN.

ALL OILS AND GREASES ARE TO BE IDENTIFIED BY BRAND NAME IN BID AND COMPLETE SPECIFICATIONS SUBMITTED WITH BID. ALSO PRINTED RECOMMENDATIONS OF MANUFACTURER TO THEIR PRODUCT APPLICATION IN THE SERVICING OF TRUCKS, MOTOR GRADERS, TRACTORS, RECLAIMERS AND ETC.

BIDS ARE REQUESTED ON THE FOLLOWING TYPES OF OILS AND GREASES:

- A. ENGINE OIL: MULTI-DUTY - SHALL CONFORM TO API SF-CC-CD-CF-4-CG-4 CLASSIFICATION - VISCOSITY SAE 15W-40.
- B. HYDRAULIC OIL - ISO-AW68: SHALL CONFORM TO VICKERS VANE PUMP TEST (ASTM D-288-2) AND OTHER ASTM SPECIFICATIONS.
- C. HYDRAULIC OIL UNIVERSAL/TRACTOR HYDRAULIC: THIS OIL SHALL CONFORM TO THE REQUIREMENTS OF JOHN DEERE SPECIFICATION NO. JD 303/J14B AND J20A/J20C, CASE MS1207, AND FORD M2C 134B/C/D.

NOTE: THESE HYDRAULIC OILS ARE TO MEET THE REQUIREMENTS OF A HYDRAULIC OIL SUITABLE FOR HEAVY EQUIPMENT AND AIR COMPRESSORS. IT SHALL BE PROPERLY INHIBITED AGAINST RUST AND OXIDATION AND FREE FROM WATER SEDIMENT, SOAP, RESIN AND ANOTHER DELETERIOUS SUBSTANCE. THEY MUST CONTAIN ANTI-WEAR AND ANTI-FOAMING AGENTS.

- D. HYDRAULIC OIL - ISO-AW46: MUST MEET VICKERS VANE PUMP TEST (35VQ25) AND MUST HAVE A MINIMUM OF 0.9% ZINC ADDITIVE.
- E. AW32 - ISO32 SHALL CONFORM TO OR EXCEED VICKERS VANE PUMP TEST AND OTHER ASTM SPECIFICATIONS.
- F. TRANSMISSION /DRIVE TRAIN OIL: MUST MEET CATERPILLAR SPECIFICATIONS (TDTO)-(TO-4) SAE 30.
- G. GEAR OIL (SYNTHETIC): SHALL CONFORM TO API GI 1 (ONLY) SPECIFICATIONS COVERING SAE 50.
- H. GEAR OIL (MULTI-PURPOSE): SHALL CONFORM TO U.S. GL5-MIL-L2105-C (ONLY) SPECIFICATIONS COVERING SAE 90.
- I. GEAR OIL (MULTI-PURPOSE): SHALL CONFORM TO U.S. GL5-8510-407 SPECIFICATIONS COVERING SAE 85-140.

- J. MINERAL GEAR OIL: SHALL CONFORM TO API-GL-1 SAE 90.
- K. CHASSIS GREASE: SHALL BE A LITHIUM, METALLIC SOAP BASE GREASE THAT WILL WITHSTAND 300 DEGREES FAHRENHEIT AND 3,000 RPM BEARING SPEED.
- L. TUBE GREASE (MULTI-PURPOSE): SHALL MEET THE REQUIREMENTS OF A MULTI-PURPOSE GRADE 2 GREASE THAT WILL WITHSTAND 100 DEGREES FAHRENHEIT TESTING.
- M. TUBE GREASE (HIGH TEMPERATURE-EXTREME PRESSURE ): MUST BE A LITHIUM/MOLYBDENIUM COMPOUND, THAT WILL WITHSTAND EXTREME PRESSURE AND HIGH TEMPERATURES, SUCH AS PENZOIL 5730.
- N. WHEEL BEARING GREASE: MULTI-PURPOSE GREASE, NLG12 EXTREME PRESSURE , HIGH FILM AND CORROSION PROTECTION.

ALL OILS MUST BE OF VIRGIN ORIGIN.

BIDS ON ANY OILS AND GREASES NOT EQUAL TO THE ABOVE SPECIFICATIONS SHALL BE CAUSE TO REJECT ENTIRE BID. BID ON OILS NOT IDENTIFIED BY BRAND IN GENERAL USE BY MANUFACTURER SHALL BE REJECTED. THE "TOTAL BID" SHALL BE USED TO DETERMINE THE LOWER BIDDER.

OIL AND GREASE ARE SUBJECT TO TESTING BY THE COUNTY IN A COMPETENT TESTING LABORATORY.



**VENDOR REFERENCE INFORMATION SHEET**

(PLEASE PRINT CLEARLY)

## VENDOR

FIRM/BIDDER: Penco Oil CompanyBY: Steven Smith Sales Rep  
AUTHORIZED AGENT TITLEADDRESS: 510 N. PalaceTyler Tx 75710  
CITY STATE ZIP CODEPHONE: 903-597-3701 FAX: 903-597-3711

## REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE  
COMMODITIES HAVE BEEN PROVIDED.1. COMPANY NAME: Pennzoil - Quarter StateADDRESS: P.O. Box 2967 PHONE NO. 713-546-4017CONTACT PERSON: Steve Held TITLE: District Manager2. COMPANY NAME: Regions BankADDRESS: 100 E. Ferguson PHONE NO. 903-535-4359CONTACT PERSON: Gay Smith TITLE: Acct Manager3. COMPANY NAME: Lift Truck SupplyADDRESS: P.O. Box 8251 PHONE NO. 903-581-75711

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

VOL 69 PG 210

*James ...*  
*...*

BID # RB 01-05

BID PACKAGE FOR:

\*\*\*\*\*

**OIL AND GREASE SUPPLY FOR  
UPSHUR COUNTY  
ROAD AND BRIDGE DEPT.**

\*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: 5:00 Pm March 30, 2005

COMPANY NAME: Hubert Glass Oil Co.

RETURN SEALED BID TO:

Upshur County Judge's Office  
100 Tyler Street, County Courthouse, Third Floor  
P.O. Box 730  
Gilmer, Texas 75644

FOR INQUIRIES PLEASE CALL:

Robert D. Lyons  
County Road Administrator  
Phone: (903) 843-7623

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH  
ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD  
WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS  
WHEN POSSIBLE!**

**\*\*\*PLEASE DENOTE BID NUMBER ON THE OUTSIDE OF ENVELOPE.**

VOL. 69 PG 211**SPECIFICATIONS AND CONDITIONS FOR OIL AND GREASE SUPPLY:**

THE OIL AND GREASES ARE TO BE DELIVERED IN NEW SEALED CONTAINERS. PROPERLY LABELED WITH CONTENTS AND BRAND NAME TO THE COUNTY GARAGE, UPSHUR COUNTY, TEXAS ON REQUEST FROM THE SHOP FOREMAN.

ALL OILS AND GREASES ARE TO BE IDENTIFIED BY BRAND NAME IN BID AND COMPLETE SPECIFICATIONS SUBMITTED WITH BID. ALSO PRINTED RECOMMENDATIONS OF MANUFACTURER TO THEIR PRODUCT APPLICATION IN THE SERVICING OF TRUCKS, MOTOR GRADERS, TRACTORS, RECLAIMERS AND ETC.

BIDS ARE REQUESTED ON THE FOLLOWING TYPES OF OILS AND GREASES:

- A. ENGINE OIL: MULTI-DUTY - SHALL CONFORM TO API SF-CC-CD-CF-4-CG-4 CLASSIFICATION - VISCOSITY SAE 15W-40.
- B. HYDRAULIC OIL - ISO-AW68: SHALL CONFORM TO VICKERS VANE PUMP TEST (ASTM D-288-2) AND OTHER ASTM SPECIFICATIONS.
- C. HYDRAULIC OIL UNIVERSAL/TRACTOR HYDRAULIC: THIS OIL SHALL CONFORM TO THE REQUIREMENTS OF JOHN DEERE SPECIFICATION NO. JD 303/J14B AND J20A/J20C, CASE MS1207, AND FORD M2C 134B/C/D.

NOTE: THESE HYDRAULIC OILS ARE TO MEET THE REQUIREMENTS OF A HYDRAULIC OIL SUITABLE FOR HEAVY EQUIPMENT AND AIR COMPRESSORS. IT SHALL BE PROPERLY INHIBITED AGAINST RUST AND OXIDATION AND FREE FROM WATER SEDIMENT, SOAP, RESIN AND ANOTHER DELETERIOUS SUBSTANCE. THEY MUST CONTAIN ANTI-WEAR AND ANTI-FOAMING AGENTS.

- D. HYDRAULIC OIL - ISO-AW46: MUST MEET VICKERS VANE PUMP TEST (35VQ25) AND MUST HAVE A MINIMUM OF 0.9% ZINC ADDITIVE.
- E. AW32 - ISO32 SHALL CONFORM TO OR EXCEED VICKERS VANE PUMP TEST AND OTHER ASTM SPECIFICATIONS.
- F. TRANSMISSION /DRIVE TRAIN OIL: MUST MEET CATERPILLAR SPECIFICATIONS (TDTO)-(TO-4) SAE 30.
- G. GEAR OIL (SYNTHETIC): SHALL CONFORM TO API GI 1 (ONLY) SPECIFICATIONS COVERING SAE 50.
- H. GEAR OIL (MULTI-PURPOSE): SHALL CONFORM TO U.S. GL5-MIL-L2105-C (ONLY) SPECIFICATIONS COVERING SAE 90.
- I. GEAR OIL (MULTI-PURPOSE): SHALL CONFORM TO U.S. GL5-8510-407 SPECIFICATIONS COVERING SAE 85-140.

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- J. MINERAL GEAR OIL: SHALL CONFORM TO API-GL-1 SAE 90.
- K. CHASSIS GREASE: SHALL BE A LITHIUM, METALLIC SOAP BASE GREASE THAT WILL WITHSTAND 300 DEGREES FAHRENHEIT AND 3,000 RPM BEARING SPEED.
- L. TUBE GREASE (MULTI-PURPOSE): SHALL MEET THE REQUIREMENTS OF A MULTI-PURPOSE GRADE 2 GREASE THAT WILL WITHSTAND 100 DEGREES FAHRENHEIT TESTING.
- M. TUBE GREASE (HIGH TEMPERATURE-EXTREME PRESSURE ): MUST BE A LITHIUM/MOLYBDENIUM COMPOUND, THAT WILL WITHSTAND EXTREME PRESSURE AND HIGH TEMPERATURES, SUCH AS PENZOIL 5730.
- N. WHEEL BEARING GREASE: MULTI-PURPOSE GREASE, NLG12 EXTREME PRESSURE , HIGH FILM AND CORROSION PROTECTION.

ALL OILS MUST BE OF VIRGIN ORIGIN.

BIDS ON ANY OILS AND GREASES NOT EQUAL TO THE ABOVE SPECIFICATIONS SHALL BE CAUSE TO REJECT ENTIRE BID. BID ON OILS NOT IDENTIFIED BY BRAND IN GENERAL USE BY MANUFACTURER SHALL BE REJECTED. THE "TOTAL BID" SHALL BE USED TO DETERMINE THE LOWER BIDDER.

OIL AND GREASE ARE SUBJECT TO TESTING BY THE COUNTY IN A COMPETENT TESTING LABORATORY.

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**BID SHEET FOR OIL AND GREASE SUPPLY**

OIL AND GREASE SUPPLY FOR UPSHUR COUNTY ROAD DEPARTMENT FOR THE PERIOD FROM MARCH 1, 2005 THROUGH FEBRUARY 28, 2006

ALL BIDS SHALL INCLUDE THE TEXAS ENVIRONMENTAL FEE.

ALL ITEMS TO BE SHIPPED F.O B UPSHUR COUNTY SHOP

THE QUANTITIES INDICATED ARE THE APPROXIMATE REQUIREMENTS FOR THE PERIOD SPECIFIED

		UNIT SIZE	ESTIMATED TOTALS	COST PER UNIT	TOTAL COST
<i>Supercal</i>	ENGINE OIL MULTI-DUTY SAE 15 W 40 (APU SF-CC-CD-CF-4-CG-4)	BUCKET (5 Gals)	50 BUCKETS	\$ 24.95	\$ 1247.50
		BARREL (55 Gals)	5 BARRELS	\$ 228.70	\$ 1143.50
"	HYDRAULIC OIL: ISO-AW68	BARREL (55 Gals)	3 BARRELS	\$ 184.50	\$ 553.50
		BUCKET (5 Gals)	60 BUCKETS	\$ 17.90	\$ 1074.00
	ISO-AW46	BARREL (5 Gals)	1 BARREL	\$ 184.50	\$ 184.50
"		BUCKET (5 Gals)	50 BUCKETS	\$ 17.90	\$ 895.00
"	AW32-ISO32	BARREL (55 Gals)	12 BARRELS	\$ 184.50	\$ 2214.00
	HYDRAULIC OIL.				
	UNIVERSAL TRACTOR HYDRAULIC	BARREL (55 Gals)	3 BARRELS	\$ 243.10	\$ 729.30
		BUCKET (5 Gals)	60 BUCKETS	\$ 21.14	\$ 1268.40
<i>Texaco</i>	GEAR OIL SYNTHETIC SAE 50	$\frac{1}{55}$ GAL	200 GALS	\$ 22.16	\$ 4431.03
<i>Puroguard</i>	GEAR OIL MULTI-PURPOSE SAE 90	$\frac{1}{5}$ LB	200 LBS	\$ .76	\$ 152.00
"	GEAR OIL MULTI-PURPOSE SAE 85-140	$\frac{1}{55}$ LB	400 LBS	\$ .72	\$ 288.00
"	MINERAL OIL SAE 90	BUCKET (5 Gals)	2 BUCKETS	\$ 19.75	\$ 39.50
<i>Texaco</i>	TRANSMISSION OIL (TO-4) SAE 30	$\frac{1}{5}$ GAL	110 GALS	\$ 6.89	\$ 757.90
<i>Chevron</i>	CHASSIS	DRUM (400#)	2 DRUMS	\$ 502.80	\$ 1005.60
<i>Duralith</i>		DRUM (120#)	4 DRUMS	\$ 173.54	\$ 694.16
<i>Supercal</i>	AUTOMATIC TRANSMISSION FLUID	GAL	330 GALS	\$ 3.65	\$ 1204.50
		BARREL (55 Gals)	12 BARRELS	\$ 220.64	\$ 2647.68
<i>Chevron</i>	TUBE GREASE (HIGH TEMP E.P)	CASE	5 CASES	\$ 16.85	\$ 84.25
<i>Ultra Duty</i>	10-14 OZ TUBES PER CASE				
<i>Chevron</i>	WHEEL BEARING GREASE	BUCKET 35 LBS	1 BUCKET	\$ 60.59	\$ 60.59
<i>Automotive LC</i>					
	"TOTAL BID"			\$	<u>20,674.91</u>

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### VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

VENDOR

FIRM/BIDDER: HUBERT GLASS OIL Co.

BY: Todd Travis President  
AUTHORIZED AGENT TITLE

ADDRESS: 533 SE Loop 456

Jacksonville TX 75766  
CITY STATE ZIP CODE

PHONE: 903-586-8026 FAX: 903-589-1232

REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.

1 COMPANY NAME: City of Tyler

ADDRESS: 410 W Oakwood, Tyler PHONE NO. 903-531-1321

CONTACT PERSON: George Baker TITLE:

2. COMPANY NAME: Plastics, Inc.

ADDRESS: 1476 N Bolton, Jacksonville PHONE NO. 903-586-2408

CONTACT PERSON: Jack Thompson TITLE:

3. COMPANY NAME: D+L Tooling

ADDRESS: 750 Loop 456, Jacksonville PHONE NO. 903-586-9894

CONTACT PERSON: Chris TITLE: Head of Maintenance

BID # RB 01-05

BID PACKAGE FOR:

\*\*\*\*\*

**OIL AND GREASE SUPPLY FOR  
UPSHUR COUNTY  
ROAD AND BRIDGE DEPT.**

\*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: Williams Oil

**RETURN SEALED BID TO:**

Upshur County Judge's Office  
100 Tyler Street, County Courthouse, Third Floor  
P.O. Box 730  
Gilmer, Texas 75644

**FOR INQUIRIES PLEASE CALL:**

Robert D. Lyons  
County Road Administrator  
Phone: (903) 843-7623

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH  
ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD  
WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS  
WHEN POSSIBLE!**

**\*\*\*PLEASE DENOTE BID NUMBER ON THE OUTSIDE OF ENVELOPE.**

## **SPECIFICATIONS AND CONDITIONS FOR OIL AND GREASE SUPPLY:**

THE OIL AND GREASES ARE TO BE DELIVERED IN NEW SEALED CONTAINERS. PROPERLY LABELED WITH CONTENTS AND BRAND NAME TO THE COUNTY GARAGE, UPSHUR COUNTY, TEXAS ON REQUEST FROM THE SHOP FOREMAN.

ALL OILS AND GREASES ARE TO BE IDENTIFIED BY BRAND NAME IN BID AND COMPLETE SPECIFICATIONS SUBMITTED WITH BID. ALSO PRINTED RECOMMENDATIONS OF MANUFACTURER TO THEIR PRODUCT APPLICATION IN THE SERVICING OF TRUCKS, MOTOR GRADERS, TRACTORS, RECLAIMERS AND ETC.

BIDS ARE REQUESTED ON THE FOLLOWING TYPES OF OILS AND GREASES:

- A. ENGINE OIL: MULTI-DUTY - SHALL CONFORM TO API SF-CC-CD-CF-4-CG-4 CLASSIFICATION - VISCOSITY SAE 15W-40.
- B. HYDRAULIC OIL - ISO-AW68: SHALL CONFORM TO VICKERS VANE PUMP TEST (ASTM D-288-2) AND OTHER ASTM SPECIFICATIONS
- C. HYDRAULIC OIL UNIVERSAL/TRACTOR HYDRAULIC: THIS OIL SHALL CONFORM TO THE REQUIREMENTS OF JOHN DEERE SPECIFICATION NO. JD 303/J14B AND J20A/J20C, CASE MS1207, AND FORD M2C 134B/C/D.

NOTE: THESE HYDRAULIC OILS ARE TO MEET THE REQUIREMENTS OF A HYDRAULIC OIL SUITABLE FOR HEAVY EQUIPMENT AND AIR COMPRESSORS. IT SHALL BE PROPERLY INHIBITED AGAINST RUST AND OXIDATION AND FREE FROM WATER SEDIMENT, SOAP, RESIN AND ANOTHER DELETERIOUS SUBSTANCE. THEY MUST CONTAIN ANTI-WEAR AND ANTI-FOAMING AGENTS.

- D. HYDRAULIC OIL - ISO-AW46: MUST MEET VICKERS VANE PUMP TEST (35VQ25) AND MUST HAVE A MINIMUM OF 0.9% ZINC ADDITIVE.
- E. AW32 - ISO32 SHALL CONFORM TO OR EXCEED VICKERS VANE PUMP TEST AND OTHER ASTM SPECIFICATIONS.
- F. TRANSMISSION /DRIVE TRAIN OIL: MUST MEET CATERPILLAR SPECIFICATIONS (TDTO)-(TO-4) SAE 30.
- G. GEAR OIL (SYNTHETIC): SHALL CONFORM TO API GI 1 (ONLY) SPECIFICATIONS COVERING SAE 50.
- H. GEAR OIL (MULTI-PURPOSE) SHALL CONFORM TO U.S. GL5-MIL-L2105-C (ONLY) SPECIFICATIONS COVERING SAE 90
- I. GEAR OIL (MULTI-PURPOSE): SHALL CONFORM TO U.S. GL5-8510-407 SPECIFICATIONS COVERING SAE 85-140.

- J. MINERAL GEAR OIL: SHALL CONFORM TO API-GL-1 SAE 90.
- K. CHASSIS GREASE: SHALL BE A LITHIUM, METALLIC SOAP BASE GREASE THAT WILL WITHSTAND 300 DEGREES FAHRENHEIT AND 3,000 RPM BEARING SPEED
- L. TUBE GREASE (MULTI-PURPOSE): SHALL MEET THE REQUIREMENTS OF A MULTI-PURPOSE GRADE 2 GREASE THAT WILL WITHSTAND 100 DEGREES FAHRENHEIT TESTING.
- M. TUBE GREASE (HIGH TEMPERATURE-EXTREME PRESSURE ): MUST BE A LITHIUM/MOLYBDENIUM COMPOUND, THAT WILL WITHSTAND EXTREME PRESSURE AND HIGH TEMPERATURES, SUCH AS PENZOIL 5730.
- N. WHEEL BEARING GREASE: MULTI-PURPOSE GREASE, NLG12 EXTREME PRESSURE , HIGH FILM AND CORROSION PROTECTION.

ALL OILS MUST BE OF VIRGIN ORIGIN.

BIDS ON ANY OILS AND GREASES NOT EQUAL TO THE ABOVE SPECIFICATIONS SHALL BE CAUSE TO REJECT ENTIRE BID. BID ON OILS NOT IDENTIFIED BY BRAND IN GENERAL USE BY MANUFACTURER SHALL BE REJECTED THE "TOTAL BID" SHALL BE USED TO DETERMINE THE LOWER BIDDER.

OIL AND GREASE ARE SUBJECT TO TESTING BY THE COUNTY IN A COMPETENT TESTING LABORATORY

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**BID SHEET FOR OIL AND GREASE SUPPLY**

OIL AND GREASE SUPPLY FOR UPSHUR COUNTY ROAD DEPARTMENT FOR THE PERIOD FROM MARCH 1, 2005 THROUGH FEBRUARY 28, 2006.

ALL BIDS SHALL INCLUDE THE TEXAS ENVIRONMENTAL FEE.

ALL ITEMS TO BE SHIPPED F.O.B. UPSHUR COUNTY SHOP.

THE QUANTITIES INDICATED ARE THE APPROXIMATE REQUIREMENTS FOR THE PERIOD SPECIFIED.

	UNIT SIZE	ESTIMATED TOTALS	COST PER UNIT	TOTAL COST
ENGINE OIL MULTI-DUTY SAE 15 W 40 (APU SF-CC-CD-CF-4-CG-4)	BUCKET (5 Gals)	50 BUCKETS	\$ 30.95	\$ 1547.50
	BARREL (55 Gals)	5 BARRELS	\$ 288.20	\$ 1,441.00
HYDRAULIC OIL: ISO-AW68	BARREL (55 Gals)	3 BARRELS	\$ 275.55	\$ 826.65
	BUCKET (5 Gals)	60 BUCKETS	\$ 29.35	\$ 1761.00
ISO-AW46	BARREL (55 Gals)	1 BARREL	\$ 278.85	\$ 278.85
	BUCKET (5 Gals)	50 BUCKETS	\$ 28.45	\$ 1422.50
AW32-ISO32	BARREL (55 Gals)	12 BARRELS	\$ 278.85	\$ 3346.20
HYDRAULIC OIL:				
UNIVERSAL TRACTOR HYDRAULIC	BARREL (55 Gals)	3 BARRELS	\$ 202.95	\$ 608.85
	BUCKET (5 Gals)	60 BUCKETS	\$ 19.60	\$ 1176.00
GEAR OIL: SYNTHETIC SAE 50	PER GAL IN 5's	200 GALS	\$ 21.47	\$ 4294.00
GEAR OIL: MULTI-PURPOSE SAE 90	LB	200 LBS	\$ 1.99	\$ 198.00
GEAR OIL: MULTI-PURPOSE SAE 85-140	LB	400 LBS	\$ .90	\$ 360.00
MINERAL OIL: SAE 90-85W-90	BUCKET (5 Gals)	2 BUCKETS	\$ 36.05	\$ 72.10
TRANSMISSION OIL: (TO-4) SAE 30	GAL	110 GALS	\$ 6.64	\$ 730.40
CHASSIS	DRUM (400#)	2 DRUMS	\$ 496.00	\$ 992.00
	DRUM (120#)	4 DRUMS	\$ 164.40	\$ 657.60
AUTOMATIC TRANSMISSION FLUID	GAL	330 GALS	\$ 654	\$ 1962.00
	BARREL (55 Gals)	12 BARRELS	\$ 286.00	\$ 3432.00
TUBE GREASE (HIGH TEMP E.P.) 10-14 OZ TUBES PER CASE	CASE	5 CASES	\$ 15.60	\$ 78.00
WHEEL BEARING GREASE	BUCKET 35 LBS	1 BUCKET	\$ 47.95	\$ 47.95

"TOTAL BID"

\$

25,184.65

ALL OIL & GREASE EXCEPT UNIVERSAL TRACTOR HYDRAULIC ARE BRANDED "EXXON" OR "MOBIL" INDIVIDUAL SPECS ON EACH PRODUCT AVAILABLE UPON REQUEST IF WE ARE SUCCESSFUL BIDDER, UNIVERSAL TRACTOR HYDRAULIC MEETS YOUR ADVERTISED BID SPECS.

### VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

**VENDOR**

FIRM/BIDDER: Williams Oil Co.

BY: GRADY J. DOSS OWNER  
AUTHORIZED AGENT TITLE

ADDRESS: 302 S JOHNSON ST.

MINNEOLA TX 75773  
CITY STATE ZIP CODE

PHONE: 903 569 3379 FAX: 903 569 9220

**REFERENCES**

**LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.**

1. COMPANY NAME: TX DOT

ADDRESS: Gilmer PHONE NO. 903 7973100

CONTACT PERSON: Neal or Vicki TITLE:

2. COMPANY NAME: Georgia Pacific Corp

ADDRESS: MINNEOLA YARD PHONE NO. 903 569 9441

CONTACT PERSON: Charles Jackson TITLE: Transportation Supervisor

3. COMPANY NAME: Lane's Fertilizer

ADDRESS: Lindale TX PHONE NO. 903-882-4816

CONTACT PERSON: Charles Lane TITLE: Owner

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BID # RB 05-05

BID PACKAGE FOR:

\*\*\*\*\*  
REINFORCED CONCRETE, CORRUGATED  
POLYETHYLENE AND CORRUGATED  
STEEL PIPE CULVERTS FOR  
UPSHUR COUNTY ROAD AND BRIDGE DEPT.  
\*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: Holmes Concrete

RETURN SEALED BID TO:  
Upshur County Judge's Office  
100 Tyler Street, County Courthouse, Third Floor  
P.O. Box 730  
Gilmer, Texas 75644

FOR INQUIRIES PLEASE CALL:  
Robert D Lyons  
County Road Administrator  
Phone: (903) 843-7623

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH  
ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD  
WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS  
WHEN POSSIBLE!**

**\*\*\*PLEASE DENOTE BID NUMBER ON THE OUTSIDE OF ENVELOPE.**

SPECIFICATIONS AND CONDITIONS FOR REINFORCED  
CONCRETE, CORRUGATED POLYETHYLENE AND  
CORRUGATED STEEL PIPE CULVERTS.

GENERAL

The quantity of pipes listed on bidder's proposal is only approximate quantity of pipe needed for the period from March 1, 2005 thru February 28, 2006 and is not expressed or implied that these will be the amounts purchased by Upshur County. All pipe shall be subject to inspection and test for compliance with specifications.

SPECIFICATIONS

Bidder shall specify and itemize the unit price per linear foot for each size pipe bid.

CORRUGATED STEEL

All pipe to be corrugated steel pipe and meet or exceed current Texas Department of Transportation specifications for corrugated galvanized metal pipe. Pipe shall be made from zinc coated iron or steel sheets which shall conform to ASTM designation A and/or AASHTO M-218. Strength requirements shall exceed HS20 loading with back fill depth less than five feet from top of pipe.\

CORRUGATED (SMOOTH INTERIOR WALL) POLYETHYLENE PIPE

All pipe are to be corrugated polyethylene pipe and shall conform to the requirements of AASHTO M-294 for the specified diameters for circular non-perforated pipe. All pipe shall be subject to inspections and test compliance with specifications.

Pipe shall be joined with bell and joint spigot joint meeting AASHTO M-294 or AASHTO MP7. The joint shall be silt tight and non-rated watertight. Gaskets shall be made of polyisoprene meeting the requirements of ASTM F477 with the addition that the gaskets shall not have any visible cracking when tested according to ASTM D1149 after 72 hours exposure in 50PPHM ozone at 140 degrees F. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

**REINFORCED CONCRETE PIPE**

All pipe to be reinforced and meet or exceed current Texas Department of Transportation specification for Class III. Reinforced Concrete Pipe Culvert. ASTM C-76. Tongue and Groove Joints. In addition, all reinforced concrete pipe shall meet or exceed the following specifications.

<u>INSIDE DIAMETER OF PIPE, INCHES</u>	<u>MINIMUM WALL THICKNESS, IN.</u>	<u>MINIMUM CONCRETE STRENGTH, PSI</u>	<u>REINFORCEMENT SQ. IN./LIN. FT.</u>
15	2	4,000	0.12
18	2 1/4	4,000	0.11
24	3	4,000	0.12
30	3 1/2	4,000	0.15
36	4	4,000	0.21
42	4 1/2	4,000	0.24
48	5	4,000	0.27

**CONTRACT AWARD:** "TOTAL BASE BID" shall be used to determine the lower bidder. Upshur County reserves the right to award separate contracts on each of the base bids, to reject any or all bids, to award to primary and secondary vendors, to reject materials not meeting specifications, and to increase or decrease quantities.

**ESCALATION AND DE-ESCALATION POLICY**

It is agreed the unit price is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their prices to the vendor; however the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendors product supplier. The vendor shall provide notice to the County Road Administrator at least two (2) days in advance on any increase in the unit price bid. The two (2) day period shall begin upon receipt of notice by the County Road Administrator. Upshur County reserves the right to cease purchase of product, purchase from a secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.

**SPECIFICATIONS APPROVED**

ROBERT D. LYONS  
UPSHUR COUNTY  
ROAD ADMINISTRATOR

DATE

**BID SHEET FOR CONCRETE, POLYETHYLENE AND STEEL PIPE CULVERTS:**

Reinforced concrete, polyethylene and steel culvert pipe supply for the Upshur County Road & Bridge Department for the period from March 1, 2005 through February 28, 2006.

F.O.B. Delivered to job site anywhere in Upshur County.

**BASE BID "A" CORRUGATED STEEL PIPE***36 IN Corrug Steel Pipe LF**# 17.33*

UNIT OF

QTY	DESCRIPTION OF ITEMS	MEASURE	PRICE PER UNIT	TOTAL BY ITEMS
60	48 IN CORR STEEL PIPE	LF	\$ <u>27.99</u>	\$ <u>1679.40</u>
60	54 IN CORR STEEL PIPE	LF	\$ <u>31.60</u>	\$ <u>1896.00</u>
60	60 IN CORR STEEL PIPE	LF	\$ <u>37.83</u>	\$ <u>2269.80</u>
60	66 IN CORR STEEL PIPE	LF	\$ <u>41.00</u>	\$ <u>2460.00</u>
80	72 IN CORR STEEL PIPE	LF	\$ <u>42.04</u>	\$ <u>3363.20</u>
80	78 IN CORR STEEL PIPE	LF	\$ <u>47.19</u>	\$ <u>3775.20</u>
80	84 IN CORR STEEL PIPE	LF	\$ <u>61.70</u>	\$ <u>4936.00</u>
40	90 IN CORR STEEL PIPE	LF	\$ <u>66.08</u>	\$ <u>2643.20</u>
40	96 IN CORR STEEL PIPE	LF	\$ <u>70.10</u>	\$ <u>2804.00</u>
40	108 IN CORR STEEL PIPE	LF	\$ <u>108.56</u>	\$ <u>4342.40</u>
40	120 IN CORR STEEL PIPE	LF	\$ <u>120.52</u>	\$ <u>4820.80</u>

TOTAL BASE BID "A"

\$

34990.00

## PERCENT INCREASE FOR:

ASPHALT COATING

POLYMER COATING

ALUMINIZED STEEL COATING TYPE 2

25%20%

## NOTE:

UNIT COST FOR STANDARD GALVANIZED STEEL BANDS- UPSHUR COUNTY WILL PAY TWO (2) TIMES THE PRICE UNIT FOR EACH BAND FROM 48" THROUGH 120".

F O.B. UPSHUR COUNTY

**BASE BID "B" CORRUGATED (SMOOTH INTERIOR WALL) POLYETHYLENE PIPE**

QTY	DESCRIPTION OF ITEMS	PRICE PER FOOT	TOTAL PRICE
300	15 IN POLYETHYLENE PIPE	\$ <u>4.86</u>	\$ <u>1458.00</u>
500	18 IN POLYETHYLENE PIPE	\$ <u>6.82</u>	\$ <u>3410.00</u>
200	24 IN POLYETHYLENE PIPE	\$ <u>10.58</u>	\$ <u>2116.00</u>
100	36 IN POLYETHYLENE PIPE	\$ <u>20.81</u>	\$ <u>2081.00</u>
60	42 IN POLYETHYLENE PIPE	\$ <u>29.25</u>	\$ <u>1755.00</u>
60	48 IN POLYETHYLENE PIPE	\$ <u>35.48</u>	\$ <u>2128.80</u>
40	54 IN POLYETHYLENE PIPE	\$ <u>N/A</u> *	\$ <u>N/A</u>

*\* Not Available*

TOTAL BASE BID "B"

\$

12948.80

EXTRA COUPLINGS

<u>UNIT</u>	<u>DESCRIPTION OF ITEMS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	15 IN POLYETHYLENE COUPLING	\$ N/C	\$ N/C
1	18 IN POLYETHYLENE COUPLING	\$ {	\$ {
1	24 IN POLYETHYLENE COUPLING	\$ {	\$ {
1	30 IN POLYETHYLENE COUPLING	\$ {	\$ {
1	36 IN POLYETHYLENE COUPLING	\$ {	\$ {
1	42 IN POLYETHYLENE COUPLING	\$ {	\$ {
1	48 IN POLYETHYLENE COUPLING	\$ {	\$ {
1	54 IN POLYETHYLENE COUPLING	\$ N/A	\$ N/A

F.O.B. UPSHUR COUNTY

N/C No charge  
N/A Not Available

**BASE BID "C" REINFORCED CONCRETE PIPE**

<u>QTY</u>	<u>DESCRIPTION OF ITEMS</u>	<u>PRICE PER LIN FT</u>	<u>TOTAL PRICE</u>
40	15 IN REINFORCED CONCRETE PIPE	\$ 10.50	\$ 420.00
40	18 IN REINFORCED CONCRETE PIPE	\$ 14.50	\$ 580.00
40	24 IN REINFORCED CONCRETE PIPE	\$ 19.50	\$ 780.00
20	30 IN REINFORCED CONCRETE PIPE	\$ N/A	\$ N/A
20	36 IN REINFORCED CONCRETE PIPE	\$ N/A	\$ N/A
20	42 IN REINFORCED CONCRETE PIPE	\$ N/A	\$ N/A
20	48 IN REINFORCED CONCRETE PIPE	\$ N/A	\$ N/A

N/A Not Available

TOTAL BASE BID "C" \$ 1780.00

### VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

**VENDOR**

FIRM/BIDDER: Helmes Concrete & Pipe Co.

BY: David Holmes President  
AUTHORIZED AGENT TITLE

ADDRESS: 3960 U S Hwy 271 North

Gilmer Texas 75644  
CITY STATE ZIP CODE

PHONE: 903-762-2277 FAX: 903-762-2274

**REFERENCES**

**LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.**

1. COMPANY NAME: Upshur County

ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

2. COMPANY NAME: Camp County

ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

3. COMPANY NAME: Marion County

ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

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BID # RB 05-05

BID PACKAGE FOR:

\*\*\*\*\*  
 REINFORCED CONCRETE, CORRUGATED  
 POLYETHYLENE AND CORRUGATED  
 STEEL PIPE CULVERTS FOR  
 UPSHUR COUNTY ROAD AND BRIDGE DEPT.  
 \*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: Hewitts Farm and Fencing

RETURN SEALED BID TO:

Upshur County Judge's Office  
100 Tyler Street, County Courthouse, Third Floor  
P.O. Box 730  
Gilmer, Texas 75644

FOR INQUIRIES PLEASE CALL:

Robert D. Lyons  
County Road Administrator  
Phone: (903) 843-7623

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH  
ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD  
WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS  
WHEN POSSIBLE!**

**\*\*\*PLEASE DENOTE BID NUMBER ON THE OUTSIDE OF ENVELOPE.**

**SPECIFICATIONS AND CONDITIONS FOR REINFORCED  
CONCRETE, CORRUGATED POLYETHYLENE AND  
CORRUGATED STEEL PIPE CULVERTS.**

**GENERAL**

The quantity of pipes listed on bidder's proposal is only approximate quantity of pipe needed for the period from March 1, 2005 thru February 28, 2006 and is not expressed or implied that these will be the amounts purchased by Upshur County. All pipe shall be subject to inspection and test for compliance with specifications.

**SPECIFICATIONS**

Bidder shall specify and itemize the unit price per linear foot for each size pipe bid.

**CORRUGATED STEEL**

All pipe to be corrugated steel pipe and meet or exceed current Texas Department of Transportation specifications for corrugated galvanized metal pipe. Pipe shall be made from zinc coated iron or steel sheets which shall conform to ASTM designation A and/or AASHTO M-218. Strength requirements shall exceed HS20 loading with back fill depth less than five feet from top of pipe.\

**CORRUGATED (SMOOTH INTERIOR WALL) POLYETHYLENE PIPE**

All pipe are to be corrugated polyethylene pipe and shall conform to the requirements of AASHTO M-294 for the specified diameters for circular non-perforated pipe. All pipe shall be subject to inspections and test compliance with specifications.

Pipe shall be joined with bell and joint spigot joint meeting AASHTO M-294 or AASHTO MP7. The joint shall be silt tight and non-rated watertight. Gaskets shall be made of polyisoprene meeting the requirements of ASTM F477 with the addition that the gaskets shall not have any visible cracking when tested according to ASTM D1149 after 72 hours exposure in 50PPHM ozone at 140 degrees F. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

**REINFORCED CONCRETE PIPE**

All pipe to be reinforced and meet or exceed current Texas Department of Transportation specification for Class III. Reinforced Concrete Pipe Culvert. ASTM C-76. Tongue and Groove Joints. In addition, all reinforced concrete pipe shall meet or exceed the following specifications.

<b><u>INSIDE DIAMETER OF PIPE, INCHES</u></b>	<b><u>MINIMUM WALL THICKNESS, IN.</u></b>	<b><u>MINIMUM CONCRETE STRENGTH, PSI</u></b>	<b><u>REINFORCEMENT SQ. IN./LIN. FT.</u></b>
15	2	4,000	0.12
18	2 1/4	4,000	0.11
24	3	4,000	0.12
30	3 1/2	4,000	0.15
36	4	4,000	0.21
42	4 1/2	4,000	0.24
48	5	4,000	0.27

**CONTRACT AWARD:** "TOTAL BASE BID" shall be used to determine the lower bidder. Upshur County reserves the right to award separate contracts on each of the base bids, to reject any or all bids, to award to primary and secondary vendors, to reject materials not meeting specifications, and to increase or decrease quantities.

**ESCALATION AND DE-ESCALATION POLICY**

It is agreed the unit price is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their prices to the vendor; however the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendors product supplier. The vendor shall provide notice to the County Road Administrator at least two (2) days in advance on any increase in the unit price bid. The two (2) day period shall begin upon receipt of notice by the County Road Administrator. Upshur County reserves the right to cease purchase of product, purchase from a secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.

**SPECIFICATIONS APPROVED**

ROBERT D. LYONS  
UPSHUR COUNTY  
ROAD ADMINISTRATOR

DATE

**BID SHEET FOR CONCRETE, POLYETHYLENE AND STEEL PIPE CULVERTS:**

Reinforced concrete, polyethylene and steel culvert pipe supply for the Upshur County Road & Bridge Department for the period from March 1, 2005 through February 28, 2006.

F.O.B. Delivered to job site anywhere in Upshur County.

**BASE BID "A" CORRUGATED STEEL PIPE**

QTY	DESCRIPTION OF ITEMS	UNIT OF MEASURE	PRICE PER UNIT	TOTAL BY ITEMS
60	48 IN CORR STEEL PIPE	LF	\$ 26.46	\$ 1587.60
60	54 IN CORR STEEL PIPE	LF	\$ 29.76	\$ 1785.60
60	60 IN CORR STEEL PIPE	LF	\$ 32.70	\$ 1962.00
60	66 IN CORR STEEL PIPE	LF	\$ 35.96	\$ 2157.60
80	72 IN CORR STEEL PIPE	LF	\$ 39.25	\$ 3140.00
80	78 IN CORR STEEL PIPE	LF	\$ 42.46	\$ 3396.80
80	84 IN CORR STEEL PIPE	LF	\$ 54.46	\$ 4356.80
40	90 IN CORR STEEL PIPE	LF	\$ -0-	\$
40	96 IN CORR STEEL PIPE	LF	\$ 84.06	\$ 3362.40
40	108 IN CORR STEEL PIPE	LF	\$ 94.36	\$ 3774.40
40	120 IN CORR STEEL PIPE	LF	\$ 104.36	\$ 4174.40

TOTAL BASE BID "A" \$ 29,697.60

## PERCENT INCREASE FOR:

ASPHALT COATING

POLYMER COATING

ALUMINIZED STEEL COATING TYPE 2

not available  
50%  
50%

## NOTE:

UNIT COST FOR STANDARD GALVANIZED STEEL BANDS- UPSHUR COUNTY WILL PAY TWO (2) TIMES THE PRICE UNIT FOR EACH BAND FROM 48" THROUGH 120".

F O.B. UPSHUR COUNTY

**BASE BID "B" CORRUGATED (SMOOTH INTERIOR WALL) POLYETHYLENE PIPE**

QTY	DESCRIPTION OF ITEMS	PRICE PER FOOT	TOTAL PRICE
300	15 IN POLYETHYLENE PIPE	\$ 5.50	\$ 1650.00
500	18 IN POLYETHYLENE PIPE	\$ 7.70	\$ 3850.00
200	24 IN POLYETHYLENE PIPE	\$ 11.75	\$ 2350.00
100	36 IN POLYETHYLENE PIPE	\$ 23.35	\$ 2335.00
60	42 IN POLYETHYLENE PIPE	\$ 32.25	\$ 1935.00
60	48 IN POLYETHYLENE PIPE	\$ 33.90	\$ 2034.00
40	54 IN POLYETHYLENE PIPE	\$ 55.55	\$ 2222.00

TOTAL BASE BID "B" \$ 16,376.00

EXTRA COUPLINGS

<u>UNIT</u>	<u>DESCRIPTION OF ITEMS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	15 IN POLYETHYLENE COUPLING	\$ 10.60	\$
1	18 IN POLYETHYLENE COUPLING	\$ 12.95	\$
1	24 IN POLYETHYLENE COUPLING	\$ 21.80	\$
1	30 IN POLYETHYLENE COUPLING	\$ 64.70	\$
1	36 IN POLYETHYLENE COUPLING	\$ 70.60	\$
1	42 IN POLYETHYLENE COUPLING	\$ 158.82	\$
1	48 IN POLYETHYLENE COUPLING	\$ 182.35	\$
1	54 IN POLYETHYLENE COUPLING	\$ 264.70	\$

F.O.B. UPSHUR COUNTY

**BASE BID "C" REINFORCED CONCRETE PIPE**

<u>QTY</u>	<u>DESCRIPTION OF ITEMS</u>	<u>PRICE PER LIN FT</u>	<u>TOTAL PRICE</u>
40	15 IN REINFORCED CONCRETE PIPE	\$	\$
40	18 IN REINFORCED CONCRETE PIPE	\$	\$
40	24 IN REINFORCED CONCRETE PIPE	\$	\$
20	30 IN REINFORCED CONCRETE PIPE	\$	\$
20	36 IN REINFORCED CONCRETE PIPE	\$	\$
20	42 IN REINFORCED CONCRETE PIPE	\$	\$
20	48 IN REINFORCED CONCRETE PIPE	\$	\$

TOTAL BASE BID "C" \$ \_\_\_\_\_

### VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

VENDOR

FIRM/BIDDER: Hewitt Farm Supply

BY: Scott Hewitt owner  
AUTHORIZED AGENT TITLE

ADDRESS: 10464 Hwy 155  
Big Sandy Tx 75755  
CITY STATE ZIP CODE

mailing  
P.O. Box 1152  
Gilmer, TX  
75644

PHONE: 903-636-9007 FAX: 903-636-9194

REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.

1. COMPANY NAME: ~~Orfitt~~

ADDRESS: Tenniss PHONE NO. ~~800-347-2800~~

CONTACT PERSON: ~~Dean Swannick~~ TITLE: ~~Dist. Manager~~

2. COMPANY NAME: ~~HDS Inc.~~

ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

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BID # RB 05-05

BID PACKAGE FOR:

\*\*\*\*\*  
 REINFORCED CONCRETE, CORRUGATED  
 POLYETHYLENE AND CORRUGATED  
 STEEL PIPE CULVERTS FOR  
 UPSHUR COUNTY ROAD AND BRIDGE DEPT.  
 \*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: Wilson Culvert, Inc.

**RETURN SEALED BID TO:**

Upshur County Judge's Office  
100 Tyler Street, County Courthouse, Third Floor  
P.O. Box 730  
Gilmer, Texas 75644

**FOR INQUIRIES PLEASE CALL:**

Robert D. Lyons  
County Road Administrator  
Phone: (903) 843-7623

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**SPECIFICATIONS AND CONDITIONS FOR REINFORCED  
CONCRETE, CORRUGATED POLYETHYLENE AND  
CORRUGATED STEEL PIPE CULVERTS.**

**GENERAL**

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**SPECIFICATIONS**

Bidder shall specify and itemize the unit price per linear foot for each size pipe bid.

**CORRUGATED STEEL**

All pipe to be corrugated steel pipe and meet or exceed current Texas Department of Transportation specifications for corrugated galvanized metal pipe. Pipe shall be made from zinc coated iron or steel sheets which shall conform to ASTM designation A and/or AASHTO M-218. Strength requirements shall exceed HS20 loading with back fill depth less than five feet from top of pipe.\

**CORRUGATED (SMOOTH INTERIOR WALL) POLYETHYLENE PIPE**

All pipe are to be corrugated polyethylene pipe and shall conform to the requirements of AASHTO M-294 for the specified diameters for circular non-perforated pipe. All pipe shall be subject to inspections and test compliance with specifications.

Pipe shall be joined with bell and joint spigot joint meeting AASHTO M-294 or AASHTO MP7. The joint shall be silt tight and non-rated watertight. Gaskets shall be made of polyisoprene meeting the requirements of ASTM F477 with the addition that the gaskets shall not have any visible cracking when tested according to ASTM D1149 after 72 hours exposure in 50PPHM ozone at 140 degrees F. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

**REINFORCED CONCRETE PIPE**

All pipe to be reinforced and meet or exceed current Texas Department of Transportation specification for Class III. Reinforced Concrete Pipe Culvert. ASTM C-76. Tongue and Groove Joints. In addition, all reinforced concrete pipe shall meet or exceed the following specifications.

<u>INSIDE DIAMETER OF PIPE, INCHES</u>	<u>MINIMUM WALL THICKNESS, IN.</u>	<u>MINIMUM CONCRETE STRENGTH, PSI</u>	<u>REINFORCEMENT SQ. IN./LIN. FT.</u>
15	2	4,000	0.12
18	2 1/4	4,000	0.11
24	3	4,000	0.12
30	3 1/2	4,000	0.15
36	4	4,000	0.21
42	4 1/2	4,000	0.24
48	5	4,000	0.27

**CONTRACT AWARD:** "TOTAL BASE BID" shall be used to determine the lower bidder. Upshur County reserves the right to award separate contracts on each of the base bids, to reject any or all bids, to award to primary and secondary vendors, to reject materials not meeting specifications, and to increase or decrease quantities.

**ESCALATION AND DE-ESCALATION POLICY**

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**SPECIFICATIONS APPROVED**

ROBERT D. LYONS  
UPSHUR COUNTY  
ROAD ADMINISTRATOR

DATE

**BID SHEET FOR CONCRETE, POLYETHYLENE AND STEEL PIPE CULVERTS:**

Reinforced concrete, polyethylene and steel culvert pipe supply for the Upshur County Road & Bridge Department for the period from March 1, 2005 through February 28, 2006.

F.O.B. Delivered to job site anywhere in Upshur County.

**BASE BID "A" CORRUGATED STEEL PIPE**

QTY	DESCRIPTION OF ITEMS	UNIT OF MEASURE	PRICE PER UNIT	TOTAL BY ITEMS
60	48 IN CORR STEEL PIPE 16ga.	LF 5"x1"	\$ 23.03	\$ 1381.80
60	54 IN CORR STEEL PIPE 16ga.	LF 5"x1"	\$ 25.90	\$ 1554.00
60	60 IN CORR STEEL PIPE 16ga.	LF 5"x1"	\$ 28.45	\$ 1707.00
60	66 IN CORR STEEL PIPE 16ga.	LF 5"x1"	\$ 31.02	\$ 1861.20
80	72 IN CORR STEEL PIPE 16ga.	LF 5"x1"	\$ 34.14	\$ 2731.20
80	78 IN CORR STEEL PIPE 14ga.	LF 5"x1"	\$ 43.68	\$ 3494.40
80	84 IN CORR STEEL PIPE 14ga.	LF 5"x1"	\$ 47.39	\$ 3791.20
40	90 IN CORR STEEL PIPE 14ga.	LF 5"x1"	\$ 50.40	\$ 2016.00
40	96 IN CORR STEEL PIPE 14ga.	LF 5"x1"	\$ 54.00	\$ 2160.00
40	108 IN CORR STEEL PIPE 14ga.	LF 5"x1"	\$ 60.47	\$ 2418.80
40	120 IN CORR STEEL PIPE 12ga.	LF 5"x1"	\$ 90.80	\$ 3632.00

TOTAL BASE BID "A" \$ 26747.60

PERCENT INCREASE FOR:

ASPHALT COATING	<u>NA</u>
POLYMER COATING	<u>50%</u>
ALUMINIZED STEEL COATING TYPE 2	<u>60%</u>

NOTE:

UNIT COST FOR STANDARD GALVANIZED STEEL BANDS- UPSHUR COUNTY WILL PAY TWO (2) TIMES THE PRICE UNIT FOR EACH BAND FROM 48" THROUGH 120"

F.O.B. UPSHUR COUNTY

**BASE BID "B" CORRUGATED (SMOOTH INTERIOR WALL) POLYETHYLENE PIPE**

QTY	DESCRIPTION OF ITEMS	PRICE PER FOOT	TOTAL PRICE
300	15 IN POLYETHYLENE PIPE	\$ NO BID	\$ NO BID
500	18 IN POLYETHYLENE PIPE	\$ " "	\$ " "
200	24 IN POLYETHYLENE PIPE	\$ " "	\$ " "
100	36 IN POLYETHYLENE PIPE	\$ " "	\$ " "
60	42 IN POLYETHYLENE PIPE	\$ " "	\$ " "
60	48 IN POLYETHYLENE PIPE	\$ " "	\$ " "
40	54 IN POLYETHYLENE PIPE	\$ " "	\$ " "

TOTAL BASE BID "B" \$ NO BID

### VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

**VENDOR**

FIRM/BIDDER: WILSON CULVERTS, INC

BY: Jerry D. Hoffman VP of PLANT OPERATIONS  
AUTHORIZED AGENT TITLE

ADDRESS: P O Box 940

ELKHART TEXAS 75839  
CITY STATE ZIP CODE

PHONE: 800-234-0084 FAX: 903-764-2740

**REFERENCES**

**LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.**

1. COMPANY NAME: BASTROP COUNTY, TX

ADDRESS: BASTROP COUNTY COURTHOUSE PHONE NO. 512-581-7110

CONTACT PERSON: MALLISSIA JACKSON TITLE: PURCHASING AGENT

2. COMPANY NAME: ANDERSON COUNTY, TX

ADDRESS: PALESTINE, TX PHONE NO. 903-723-7401

CONTACT PERSON: STAN CHAMBERS TITLE: COUNTY AUDITOR

3. COMPANY NAME: GUADALUPE COUNTY, TX

ADDRESS: SEGUIN, TX PHONE NO. 830-303-4188

CONTACT PERSON: DONALD SCHRAUB, SR TITLE: COUNTY JUDGE

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BID # RB 05-05

BID PACKAGE FOR:

\*\*\*\*\*  
REINFORCED CONCRETE, CORRUGATED  
POLYETHYLENE AND CORRUGATED  
STEEL PIPE CULVERTS FOR  
UPSHUR COUNTY ROAD AND BRIDGE DEPT.  
\*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: Hanson Pipe and Products

**RETURN SEALED BID TO:**

Upshur County Judge's Office  
100 Tyler Street, County Courthouse, Third Floor  
P.O. Box 730  
Gilmer, Texas 75644

**FOR INQUIRIES PLEASE CALL:**

Robert D. Lyons  
County Road Administrator  
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**SPECIFICATIONS AND CONDITIONS FOR REINFORCED CONCRETE, CORRUGATED POLYETHYLENE AND CORRUGATED STEEL PIPE CULVERTS.**

**GENERAL**

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**SPECIFICATIONS**

Bidder shall specify and itemize the unit price per linear foot for each size pipe bid.

**CORRUGATED STEEL**

All pipe to be corrugated steel pipe and meet or exceed current Texas Department of Transportation specifications for corrugated galvanized metal pipe. Pipe shall be made from zinc coated iron or steel sheets which shall conform to ASTM designation A and/or AASHTO M-218. Strength requirements shall exceed HS20 loading with back fill depth less than five feet from top of pipe.\

**CORRUGATED (SMOOTH INTERIOR WALL) POLYETHYLENE PIPE**

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<u>INSIDE DIAMETER OF PIPE, INCHES</u>	<u>MINIMUM WALL THICKNESS, IN.</u>	<u>MINIMUM CONCRETE STRENGTH, PSI</u>	<u>REINFORCEMENT SQ. IN./LIN. FT.</u>
15	2	4,000	0.12
18	2 1/4	4,000	0.11
24	3	4,000	0.12
30	3 1/2	4,000	0.15
36	4	4,000	0.21
42	4 1/2	4,000	0.24
48	5	4,000	0.27

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**SPECIFICATIONS APPROVED**

ROBERT D. LYONS  
UPSHUR COUNTY  
ROAD ADMINISTRATOR

DATE

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**BID SHEET FOR CONCRETE, POLYETHYLENE AND STEEL PIPE CULVERTS:**

Reinforced concrete, polyethylene and steel culvert pipe supply for the Upshur County Road & Bridge Department for the period from March 1, 2005 through February 28, 2006.

F.O.B. Delivered to job site anywhere in Upshur County.

**BASE BID "A" CORRUGATED STEEL PIPE**

<u>QTY</u>	<u>DESCRIPTION OF ITEMS</u>	<u>UNIT OF MEASURE</u>	<u>PRICE PER UNIT</u>	<u>TOTAL BY ITEMS</u>
60	48 IN CORR STEEL PIPE	LF	\$	\$
60	54 IN CORR STEEL PIPE	LF	\$	\$
60	60 IN CORR STEEL PIPE	LF	\$	\$
60	66 IN CORR STEEL PIPE	LF	\$	\$
80	72 IN CORR STEEL PIPE	LF	\$	\$
80	78 IN CORR STEEL PIPE	LF	\$	\$
80	84 IN CORR STEEL PIPE	LF	\$	\$
40	90 IN CORR STEEL PIPE	LF	\$	\$
40	96 IN CORR STEEL PIPE	LF	\$	\$
40	108 IN CORR STEEL PIPE	LF	\$	\$
40	120 IN CORR STEEL PIPE	LF	\$	\$

TOTAL BASE BID "A" \$ \_\_\_\_\_

**PERCENT INCREASE FOR:**

- ASPHALT COATING \_\_\_\_\_
- POLYMER COATING \_\_\_\_\_
- ALUMINIZED STEEL COATING TYPE 2 \_\_\_\_\_

**NOTE:**

UNIT COST FOR STANDARD GALVANIZED STEEL BANDS- UPSHUR COUNTY WILL PAY TWO (2) TIMES THE PRICE UNIT FOR EACH BAND FROM 48" THROUGH 120".

F O.B. UPSHUR COUNTY

**BASE BID "B" CORRUGATED (SMOOTH INTERIOR WALL) POLYETHYLENE PIPE**

<u>QTY</u>	<u>DESCRIPTION OF ITEMS</u>	<u>PRICE PER FOOT</u>	<u>TOTAL PRICE</u>
300	15 IN POLYETHYLENE PIPE	\$	\$
500	18 IN POLYETHYLENE PIPE	\$	\$
200	24 IN POLYETHYLENE PIPE	\$	\$
100	36 IN POLYETHYLENE PIPE	\$	\$
60	42 IN POLYETHYLENE PIPE	\$	\$
60	48 IN POLYETHYLENE PIPE	\$	\$
40	54 IN POLYETHYLENE PIPE	\$	\$

TOTAL BASE BID "B" \$ \_\_\_\_\_

EXTRA COUPLINGS

<u>UNIT</u>	<u>DESCRIPTION OF ITEMS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	15 IN POLYETHYLENE COUPLING	\$	\$
1	18 IN POLYETHYLENE COUPLING	\$	\$
1	24 IN POLYETHYLENE COUPLING	\$	\$
1	30 IN POLYETHYLENE COUPLING	\$	\$
1	36 IN POLYETHYLENE COUPLING	\$	\$
1	42 IN POLYETHYLENE COUPLING	\$	\$
1	48 IN POLYETHYLENE COUPLING	\$	\$
1	54 IN POLYETHYLENE COUPLING	\$	\$

F.O.B. UPSHUR COUNTY

**BASE BID "C" REINFORCED CONCRETE PIPE**

<u>QTY</u>	<u>DESCRIPTION OF ITEMS</u>	<u>PRICE PER LIN FT</u>	<u>TOTAL PRICE</u>
40	15 IN REINFORCED CONCRETE PIPE	\$ 15.65	\$ 626.00
40	18 IN REINFORCED CONCRETE PIPE	\$ 17.55	\$ 702.00
40	24 IN REINFORCED CONCRETE PIPE	\$ 26.20	\$ 1,048.00
20	30 IN REINFORCED CONCRETE PIPE	\$ 37.00	\$ 740.00
20	36 IN REINFORCED CONCRETE PIPE	\$ 52.90	\$ 1,058.00
20	42 IN REINFORCED CONCRETE PIPE	\$ 75.35	\$ 1,507.00
20	48 IN REINFORCED CONCRETE PIPE	\$ 91.80	\$ 1,836.00

TOTAL BASE BID "C" \$ 7,517.00

### VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

VENDOR

FIRM/BIDDER: HANSON Pipe + Products

BY: Billy Burnell Sales Rep  
AUTHORIZED AGENT TITLE

ADDRESS: 405 Cherokee

Longview Tx. 75608  
CITY STATE ZIP CODE

PHONE: 903 759 9422 FAX: 903 759 0458

REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.

1. COMPANY NAME: Texas Department of Transportation  
ADDRESS: 1301 Karnes Road Lg. PHONE NO. 903 234 0532  
CONTACT PERSON: David Selman TITLE: Design Engineer
2. COMPANY NAME: HARRISON County  
ADDRESS: 200 W. Houston Marshall Tx. PHONE NO. 903 935 4804  
CONTACT PERSON: Amy Holdeman TITLE: Purchasing Agent
3. COMPANY NAME: Smith County  
ADDRESS: P.O. Box 1162 Tyler, Tx. PHONE NO. 903 535 0878  
CONTACT PERSON: Brenda Adams TITLE: Purchasing Agent

BID # RB 05-05

BID PACKAGE FOR:

\*\*\*\*\*  
 REINFORCED CONCRETE, CORRUGATED  
 POLYETHYLENE AND CORRUGATED  
 STEEL PIPE CULVERTS FOR  
 UPSHUR COUNTY ROAD AND BRIDGE DEPT.  
 \*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: Morrison Supply Co.

RETURN SEALED BID TO:  
 Upshur County Judge's Office  
 100 Tyler Street, County Courthouse, Third Floor  
 P.O. Box 730  
 Gilmer, Texas 75644

FOR INQUIRIES PLEASE CALL:  
 Robert D. Lyons  
 County Road Administrator  
 Phone: (903) 843-7623

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH  
 ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD  
 WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS  
 WHEN POSSIBLE!**

**\*\*\*PLEASE DENOTE BID NUMBER ON THE OUTSIDE OF ENVELOPE.**

SPECIFICATIONS AND CONDITIONS FOR REINFORCED  
CONCRETE, CORRUGATED POLYETHYLENE AND  
CORRUGATED STEEL PIPE CULVERTS.

GENERAL

The quantity of pipes listed on bidder's proposal is only approximate quantity of pipe needed for the period from March 1, 2005 thru February 28, 2006 and is not expressed or implied that these will be the amounts purchased by Upshur County. All pipe shall be subject to inspection and test for compliance with specifications.

SPECIFICATIONS

Bidder shall specify and itemize the unit price per linear foot for each size pipe bid.

CORRUGATED STEEL

All pipe to be corrugated steel pipe and meet or exceed current Texas Department of Transportation specifications for corrugated galvanized metal pipe. Pipe shall be made from zinc coated iron or steel sheets which shall conform to ASTM designation A and/or AASHTO M-218. Strength requirements shall exceed HS20 loading with back fill depth less than five feet from top of pipe.\

CORRUGATED (SMOOTH INTERIOR WALL) POLYETHYLENE PIPE

All pipe are to be corrugated polyethylene pipe and shall conform to the requirements of AASHTO M-294 for the specified diameters for circular non-perforated pipe. All pipe shall be subject to inspections and test compliance with specifications.

Pipe shall be joined with bell and joint spigot joint meeting AASHTO M-294 or AASHTO MP7. The joint shall be silt tight and non-rated watertight. Gaskets shall be made of polyisoprene meeting the requirements of ASTM F477 with the addition that the gaskets shall not have any visible cracking when tested according to ASTM D1149 after 72 hours exposure in 50PPHM ozone at 140 degrees F. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

**REINFORCED CONCRETE PIPE**

All pipe to be reinforced and meet or exceed current Texas Department of Transportation specification for Class III. Reinforced Concrete Pipe Culvert. ASTM C-76. Tongue and Groove Joints. In addition, all reinforced concrete pipe shall meet or exceed the following specifications.

<u>INSIDE DIAMETER OF PIPE, INCHES</u>	<u>MINIMUM WALL THICKNESS, IN.</u>	<u>MINIMUM CONCRETE STRENGTH, PSI</u>	<u>REINFORCEMENT SQ. IN./LIN. FT.</u>
15	2	4,000	0.12
18	2 1/4	4,000	0.11
24	3	4,000	0.12
30	3 1/2	4,000	0.15
36	4	4,000	0.21
42	4 1/2	4,000	0.24
48	5	4,000	0.27

**CONTRACT AWARD:** "TOTAL BASE BID" shall be used to determine the lower bidder. Upshur County reserves the right to award separate contracts on each of the base bids, to reject any or all bids, to award to primary and secondary vendors, to reject materials not meeting specifications, and to increase or decrease quantities.

**ESCALATION AND DE-ESCALATION POLICY**

It is agreed the unit price is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their prices to the vendor; however the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendors product supplier. The vendor shall provide notice to the County Road Administrator at least two (2) days in advance on any increase in the unit price bid. The two (2) day period shall begin upon receipt of notice by the County Road Administrator. Upshur County reserves the right to cease purchase of product, purchase from a secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.

**SPECIFICATIONS APPROVED**

ROBERT D. LYONS  
UPSHUR COUNTY  
ROAD ADMINISTRATOR

DATE

**BID SHEET FOR CONCRETE, POLYETHYLENE AND STEEL PIPE CULVERTS:**

Reinforced concrete, polyethylene and steel culvert pipe supply for the Upshur County Road & Bridge Department for the period from March 1, 2005 through February 28, 2006.

F.O.B. Delivered to job site anywhere in Upshur County.

**BASE BID "A" CORRUGATED STEEL PIPE**

QTY	DESCRIPTION OF ITEMS	UNIT OF MEASURE	PRICE PER UNIT	TOTAL BY ITEMS
60	48 IN CORR STEEL PIPE	LF	\$	\$
60	54 IN CORR STEEL PIPE	LF	\$	\$
60	60 IN CORR STEEL PIPE	LF	\$	\$
60	66 IN CORR STEEL PIPE	LF	\$	\$
80	72 IN CORR STEEL PIPE	LF	\$	\$
80	78 IN CORR STEEL PIPE	LF	\$	\$
80	84 IN CORR STEEL PIPE	LF	\$	\$
40	90 IN CORR STEEL PIPE	LF	\$	\$
40	96 IN CORR STEEL PIPE	LF	\$	\$
40	108 IN CORR STEEL PIPE	LF	\$	\$
40	120 IN CORR STEEL PIPE	LF	\$	\$

TOTAL BASE BID "A"      \$ NO BID

PERCENT INCREASE FOR:

- ASPHALT COATING \_\_\_\_\_
- POLYMER COATING \_\_\_\_\_
- ALUMINIZED STEEL COATING TYPE 2 \_\_\_\_\_

NOTE:

UNIT COST FOR STANDARD GALVANIZED STEEL BANDS- UPSHUR COUNTY WILL PAY TWO (2) TIMES THE PRICE UNIT FOR EACH BAND FROM 48" THROUGH 120".

F.O.B. UPSHUR COUNTY

**BASE BID "B" CORRUGATED (SMOOTH INTERIOR WALL) POLYETHYLENE PIPE**

QTY	DESCRIPTION OF ITEMS	PRICE PER FOOT	TOTAL PRICE
300	15 IN POLYETHYLENE PIPE	\$ <u>4.71</u>	\$ <u>1413.00</u>
500	18 IN POLYETHYLENE PIPE	\$ <u>6.70</u>	\$ <u>3350.00</u>
200	24 IN POLYETHYLENE PIPE	\$ <u>10.40</u>	\$ <u>2080.00</u>
100	36 IN POLYETHYLENE PIPE	\$ <u>19.80</u>	\$ <u>1980.00</u>
60	42 IN POLYETHYLENE PIPE	\$ <u>28.10</u>	\$ <u>1686.00</u>
60	48 IN POLYETHYLENE PIPE	\$ <u>34.20</u>	\$ <u>2052.00</u>
40	54 IN POLYETHYLENE PIPE	\$ <u>NO BID</u>	\$ <u>NO BID</u>

TOTAL BASE BID "B"      \$ 12,561.00

## EXTRA COUPLINGS

<u>UNIT</u>	<u>DESCRIPTION OF ITEMS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	15 IN POLYETHYLENE COUPLING	\$ 4.71	\$ 4.71
1	18 IN POLYETHYLENE COUPLING	\$ 6.70	\$ 6.70
1	24 IN POLYETHYLENE COUPLING	\$ 10.40	\$ 10.40
1	30 IN POLYETHYLENE COUPLING	\$ 16.22	\$ 16.22
1	36 IN POLYETHYLENE COUPLING	\$ 19.80	\$ 19.80
1	42 IN POLYETHYLENE COUPLING	\$ 28.10	\$ 28.10
1	48 IN POLYETHYLENE COUPLING	\$ 34.20	\$ 34.20
1	54 IN POLYETHYLENE COUPLING	\$ NO BID	\$ —

F.O.B. UPSHUR COUNTY

**BASE BID "C" REINFORCED CONCRETE PIPE**

<u>QTY</u>	<u>DESCRIPTION OF ITEMS</u>	<u>PRICE PER LIN FT</u>	<u>TOTAL PRICE</u>
40	15 IN REINFORCED CONCRETE PIPE	\$	\$
40	18 IN REINFORCED CONCRETE PIPE	\$	\$
40	24 IN REINFORCED CONCRETE PIPE	\$	\$
20	30 IN REINFORCED CONCRETE PIPE	\$	\$
20	36 IN REINFORCED CONCRETE PIPE	\$	\$
20	42 IN REINFORCED CONCRETE PIPE	\$	\$
20	48 IN REINFORCED CONCRETE PIPE	\$	\$

TOTAL BASE BID "C"

\$ NO BID

### VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

**VENDOR**

FIRM/BIDDER: MORRISON Supply Co.

BY: John Towerky SALLES  
AUTHORIZED AGENT TITLE

ADDRESS: 930 N. FREDONIA

Longview Tx 75601  
CITY STATE ZIP CODE

PHONE: 903-234-2183 FAX: 903-234-2146

**REFERENCES**

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.

1. COMPANY NAME: HARRISON CO.

ADDRESS: \_\_\_\_\_ PHONE NO. 903-935-8412

CONTACT PERSON: AMY HOLDERMAN TITLE: \_\_\_\_\_

2. COMPANY NAME: SMITH CO.

ADDRESS: \_\_\_\_\_ PHONE NO. 903-535-0875

CONTACT PERSON: BRENDA ADAMS TITLE: \_\_\_\_\_

3. COMPANY NAME: L+L ASPHALT

ADDRESS: \_\_\_\_\_ PHONE NO. 903-561-2887

CONTACT PERSON: DAVID LOCKRIDGE TITLE: \_\_\_\_\_



SPREADSHEET FOR CORRUGATED STEEL PIPE- SHEET 1

RB-05-05

AWARD EACH BASE BID

LOW BID SHADED

CORRUGATED STEEL PIPE FOR THE UPSHUR COUNTY  
ROAD DEPARTMENT FOR THE PERIOD

FROM APRIL 1, 2005 THROUGH FEBRUARY 28, 2006

F O.B. DELIVERED TO JOB-SITE ANYWHERE IN UPSHUR COUNTY

Contech Const.Prod., Inc.  
4425 W. Airport Freeway  
Suite 340  
Irving, Texas 75062  
(972) 659-0828  
(972) 257-3786

Hewitts  
P. O. Box 1152  
Gilmer, TX 75644  
(903) 636-9007

Wilson Culverts, Inc.  
P.O. Box 940  
Elkhart, Texas 75839  
(800) 234-0084

BASE BID "A"			PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
QTY.	DESCRIPTION OF ITEMS	UNIT OF MEASURE	PER UNIT	BY ITEMS	PER UNIT	BY ITEMS	PER UNIT	BY ITEMS
60	48" CORR STEEL PIPE	LF	\$ 26 46	\$ 1587 60	\$ 23 03	\$ 1381 80		
60	54" CORR STEEL PIPE	LF	\$ 29 76	\$ 1785 60	\$ 25 90	\$ 1554 00		
60	60" CORR STEEL PIPE	LF	\$ 32 70	\$ 1962 00	\$ 28 45	\$ 1707 00		
60	66" CORR STEEL PIPE	LF	\$ 35 96	\$ 2157 60	\$ 31 02	\$ 1861 20		
80	72" CORR STEEL PIPE	LF	\$ 39 25	\$ 3140 00	\$ 34 14	\$ 2731 20		
80	78" CORR STEEL PIPE	LF	\$ 42 46	\$ 3396 80	\$ 43 68	\$ 3494 40		
80	84" CORR STEEL PIPE	LF	\$ 54 46	\$ 4356 80	\$ 47 39	\$ 3791 20		
40	90" CORR STEEL PIPE	LF	\$ n/a	\$ n/a	\$ 50 40	\$ 2016 00		
40	96" CORR STEEL PIPE	LF	\$ 84 06	\$ 3362 40	\$ 54 00	\$ 2160 00		
40	108" CORR STEEL PIPE	LF	\$ 94 36	\$ 3774 40	\$ 60 47	\$ 2418 80		
40	120" CORR STEEL PIPE	LF	\$ 104 36	\$ 4174 40	\$ 90 80	\$ 3632 00		
<b>TOTAL BASE BID "A"</b>				NO BID		\$29,697.60		26,747.60
PERCENT INCREASE FOR ASPHALT COATING				%		%		N/A %
POLYMER COATING				%		50%		50 %
ALUMINIZED STEEL COATING TYPE 2				%		50%		60%

NOTE: UNIT COST FOR STANDARD GALVANIZED STEEL BANDS -  
UPSHUR COUNTY WILL PAY TWO (2) TIMES THE UNIT PRICE FOR EA BAND FROM 48" THROUGH 120"

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PG 251

SPREADSHEET FOR CORRUGATED POLYETHYLENE PIPE - SHEET 1  
(SMOOTH INTERIOR WALLS)

RB-05-05

AWARD TOTAL EACH BASE BID

LOW BID SHADED

CORRUGATED POLYETHYLENE PIPE SUPPLY FOR  
THE UPSHUR COUNTY ROAD DEPARTMENT  
FOR THE PERIOD FROM APRIL 1, 2005 THROUGH  
FEBRUARY 28, 2006

F O.B. DELIVERED TO JOB-SITE ANYWHERE IN UPSHUR COUNTY.

BASE BID "B"		Morrison Supply Co.		Adv. Drainage Systems		Hewitts	
QTY - LINEAR FOOT		930 North Fredonia Longview, Texas 75601 (903) 234-2183 (903) 234-2146		1490 Lakeview Drive Wylie, Texas 75098 (800) 733-9987 (800) 73301974		6527 Hwy. 155 South Big Sandy, Texas 75755 (903) 734-4873	
DESCRIPTION OF ITEMS		PRICE PER FT.	TOTAL PRICE	PRICE PER FT.	TOTAL PRICE	PRICE PER FT	TOTAL PRICE
300	15" POLYETHYLENE PIPE	\$4.71	\$1,413.00	\$	\$	\$5.50	\$1,650.00
500	18" POLYETHYLENE PIPE	\$6.70	\$3,350.00	\$	\$ N	\$7.70	\$3,850.00
200	24" POLYETHYLENE PIPE	\$10.40	\$2,080.00	\$	\$ O	\$11.75	\$2,350.00
100	36" POLYETHYLENE PIPE	\$19.80	\$1,980.00	\$	\$	\$23.35	\$2,335.00
60	42" POLYETHYLENE PIPE	\$28.10	\$1,686.00	\$	\$ B	\$32.25	\$1,935.00
60	48" POLYETHYLENE PIPE	\$34.20	\$2,052.00	\$	\$ I	\$33.90	\$2,034.00
40	54" POLYETHYLENE PIPE	N/A	N/A	\$	\$ D	\$55.55	\$2,222.00
TOTAL BASE BID "B"			\$12,561.00		\$		\$16,376.00
EXTRA COUPLINGS		UNIT PRICE		UNIT PRICE		UNIT PRICE	
1	15" POLYETHYLENE COUPLING	4.71		\$		\$10.60	
1	18" POLYETHYLENE COUPLING	6.70		\$		\$12.95	
1	24" POLYETHYLENE COUPLING	10.40		\$		\$21.80	
1	30" POLYETHYLENE COUPLING	16.22		\$		\$64.70	
1	36" POLYETHYLENE COUPLING	19.80		\$		\$70.60	
1	42" POLYETHYLENE COUPLING	28.10		\$		\$158.82	
1	48" POLYETHYLENE COUPLING	34.20		\$		\$182.35	
1	54" POLYETHYLENE COUPLING	N/A		\$		\$264.70	
						\$786.52	

SPREADSHEET FOR REINFORCED CONCRETE PIPE - SHEET 1  
 RB-05-05

AWARD: TOTAL EACH BASE BID



LOW BID SHADED

REINFORCED CONCRETE PIPE SUPPLY FOR  
 UPSHUR COUNTY ROAD DEPARTMENT  
 FOR THE PERIOD FROM APRIL 1,2005  
 THROUGH FEBRUARY 28, 2006

Hewitts 6527 Hwy. 155 South Big Sandy, Texas 75755 (903) 734-4873	Holmes Concrete Pipe 3960 Hwy. 271 North Gilmer, Texas 75644 (903) 762-2277	Hanson Pipe & Products 405 Cherokee Longview, Texas 75608 (903) 759-9422
--	--	---

F.O.B. DELIVERED TO JOB-SITE ANYWHERE IN UPSHUR COUNTY.

BASE BID "C" QTY	DESCRIPTION OF ITEMS	PRICE PER LIN FT	TOTAL PRICE	PRICE PER LIN FT	TOTAL PRICE	PRICE PER LIN FT	TOTAL PRICE
40	15" REINFORCED CONCRETE PIPE	\$	\$	\$10.50	\$420.00	\$15.65	\$626.00
40	18" REINFORCED CONCRETE PIPE	\$	\$ N	\$14.50	\$580.00	\$17.55	\$702.00
40	24" REINFORCED CONCRETE PIPE	\$	\$ O	\$19.50	\$780.00	\$26.20	\$1,048.00
20	30" REINFORCED CONCRETE PIPE	\$	\$	N/A	N/A	\$37.00	\$740.00
20	36" REINFORCED CONCRETE PIPE	\$	\$ B	N/A	N/A	\$52.90	\$1,058.00
20	42" REINFORCED CONCRETE PIPE	\$	\$ I	N/A	N/A	\$75.35	\$1,507.00
20	48" REINFORCED CONCRETE PIPE	\$	\$ D	N/A	N/A	\$91.80	\$1,836.00
TOTAL BASE BID "C"		\$			\$1,780.00		\$7,517.00

101 69 FG 252

**SPREADSHEET FOR EQUIPMENT RENTAL RB-03-05**

Rental Equipment for Upshur County Road Department for the Period from April 1, 2005 to Feb. 28,

**BASE BID "A" DUMP TRUCKS WITH OPERATORS WITHIN UPSHUR COUNTY**

Ronnie Mitchell 254 PR 1001 Gilmer, Texas 75645 (903) 734-5716	Joe Watkins P.O. Box 703 Gladewater, Texas 75647 (903) 738-9678 (2)	Skinner's Trucking Rt. 2 Box 235 Longview, Texas 75605 (903) 663-6484 (903) 663-6971 fax	Dodd Trucking P.O. Box 36 Gilmer, Tx. 75644 (903) 725-6033	Craig's Dirt Service 18199 CR 4108 Lindale, Texas 75771 (903) 882-5096
---	---	--	---	---

TRUCK SIZE	COST PER HOUR	COST PER HOUR	COST PER HOUR	COST PER HOUR	COST PER HOUR
6 YARD	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid
12 YARD	\$ No Bid	\$40.00	\$40.00	\$ No Bid	\$ No Bid
24 YARD	No Bid	\$65.00	\$ No Bid	\$ No Bid	\$ No Bid
	Mike Little 2546 FM 852 Gilmer, Texas 75644 (903) 734-5716	Ronnie Wall P.O. Box 153 Diana, Texas 75640 (903) 720-7774	Bobby Rogers P.O. Box 784 Gladewater, Texas 75647	Jimmy Stegall 3387 Hare Road Gilmer, Tx. 75644 (903) 725-6517 (3)	J Stephens Hauling P. O. Box 1066 Pittsburg, TX 75686 (903)856-3824
TRUCK SIZE	COST PER HOUR	COST PER HOUR	COST PER HOUR	COST PER HOUR	COST PER HOUR
LESS THAN 6 YARD	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid
12 YARD	\$ No Bid	\$ No Bid	\$ No Bid	\$45.00	\$40.00
24 YARD	\$ No Bid	\$ No Bid	\$ No Bid	\$62.50	\$ No Bid

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**SPREADSHEET FOR EQUIPMENT RENTAL, RB-03-05**  
**Rental Equipment for Upshur County Road Department for the Period from April 1, 2005 to Feb. 28, 2006**

a. 69 PG 2574

**BASE BID "B" DUMP TRUCKS WITH OPERATORS OUTSIDE UPSHUR COUNTY**

Ronnie Mitchell  
 254 PR 1001  
 Gilmer, Texas 75645  
 (903) 734-5716

Joe Watkins  
 P.O. Box 703  
 Gladewater, Texas 75647  
 (903) 738-9678

Skinner's Trucking  
 Rt. 2 Box 235  
 Longview, Texas 75605  
 (903) 663-6484  
 (903)663-6971 fax

Dodd Trucking  
 P.O. Box 36  
 Gilmer, Tx. 75644  
 (903) 725-6033

TRUCK SIZE	COST PER TON MILE	MIN COST PER HR	COST PER TON MILE	MIN COST PER HR	COST PER TON MILE	MIN COST PER HR	COST PER TON MILE	MIN COST PER HR
6 YARD	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid
12 YARD	\$ No Bid	\$ No Bid	25 under 50 miles 21 over 50 miles	\$45.00	\$0.25	\$40.00	\$ No Bid	\$ No Bid
24 YARD	\$	\$60.00	14 under 50 miles 12 over 50 miles	\$65.00	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid
	Mike Little 2546 Fm 852 Gilmer, Texas 75644 (903) 734-5716		Ronnie Wall P.O. Box 153 Diana, Texas 75640 (903) 720-7774		J. Stephens Hauling 488 CR 1220 Pittsburg, Texas 75686		Jimmy Stegall 3387 Hare Road Gilmer, Tx. 75644 (903) 725-6517	
TRUCK SIZE	COST PER TON MILE	MIN COST PER HR	COST PER TON MILE	MIN COST PER HR	COST PER TON MILE	MIN COST PER HR	COST PER TON MILE	MIN COST PER HR
6 YARD	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid
12 YARD	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid	\$0.00	\$42.50	\$0.25	\$45.00
24 YARD	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid	\$0.18	\$62.50

**SPREADSHEET FOR EQUIPMENT RENTAL, RB-03-04**

Rental Equipment for Upshur County Road Department for the Period from April 1, 2005 to Feb. 28, 2006

Hershell Wingfield 141 PR 1198 Gilmer, Texas 75645 903-797-3620 903-790-5828	J. Stephens Hauling 488 CR 1220 Pittsburg, Texas 75686 903-856-3824 903-285-0302 (1)	Stegall & Stegall Jimmy Stegall 3387 Hare Road Gilmer, Texas 75645 903-725-6517	Ronnie Mitchell 254 PR 1001 Gilmer, Texas 75645 903-734-5716	Dodd Trucking P.O. Box 36 Gilmer, Texas 75644 903-725-6033
COST PER HOUR	COST PER HOUR	COST PER HOUR	COST PER HOUR	COST PER HOUR

BASE BID "C"  
LAYDOWN MACHINE WITH TWO  
(2) OPERATORS

\$ No Bid                      \$ No Bid                      \$200 00                      \$ No Bid                      \$ No Bid

BASE BID "D"  
TRACK DOZER WITH  
OPERATOR

\$ No Bid                      \$90 00                      Fiat-Allis 8B  
\$60.00                      \$ No Bid                      \$ No Bid

BASE BID "E"  
HAUL TRUCK WITH  
OPERATOR

\$ No Bid                      \$75.00                      \$65.00(4 hr min)                      \$ No Bid                      \$ No Bid

BASE BNID "F"  
TRACK HOE WITH  
OPERATOR

\$75 00                      \$90.00                      \$ No Bid                      \$ No Bid                      \$ No Bid

01-69-PG 255

SPREADSHEET FOR GASOLINE AND DIESEL FUEL  
 RB-06-04  
 AWARD TOTAL BID  
 LOW BID SHADED

GASOLINE AND DIESEL FUEL SUPPLY FROM  
 April 1, 2005 through February 28, 2006

TRUMAN ARNOLD CO  
 2738 CR 2168  
 CADDO MILLS, TEXAS  
 75135  
 (800) 247-1556  
 (903) 527-5007 Fax

MANSFIELD OIL CO  
 1025 AIRPORT PKWY S W  
 GAINESVILLE, GA  
 30501-6833  
 (770) 532-7571  
 (770) 535-0127 Fax

H&W PETROLEUM CO INC  
 145 LAKE LAMOND  
 LONGVIEW, TEXAS 75604  
 (903) 758-4446  
 (903) 758-4070 Fax

PETROLEUM TRADERS CORP  
 7110 POINTE IVERNESS WAY  
 FORT WAYNE, IN 46804  
 (219) 432-6622  
 (219) 432-6564

WILLIAMS OIL  
 302 S JOHNSON ST  
 MINEOLA, TEXAS  
 903-569-3379

GREEN OIL CO  
 205 W BROADWAY  
 BIG SANDY, TEXAS 75755  
 (903) 636-4359

BASE BID "A" - TRANSPORT LOADS		PRICE PER UNIT	TOTAL BY ITEMS	PRICE PER UNIT	TOTAL BY ITEMS	PRICE PER UNIT	TOTAL BY ITEMS	PRICE PER UNIT	TOTAL BY ITEMS	PRICE PER UNIT	TOTAL BY ITEMS	PRICE PER UNIT	TOTAL BY ITEMS
QUANTITY	DESCRIPTION OF ITEMS	UNIT OF MEASURE											
	LEAD-FREE DOCK PRICE AS OF 2 00 P M March 20, 2005	Gallon(s)	<b>NO BID</b>										
	MARGIN OF PROFIT	Gallon(s)		1 5650				1 5430		1 5720			
15,000	TOTAL		\$	0075	23,587 50			0024	23,181 00	25	27,330 00	\$	\$
	DIESEL FUEL DOCK PRICE AS OF 2 00 P M March 20, 2005	Gallon(s)		1 5725				1 5454		1 822			
	MARGIN OF PROFIT	Gallon(s)		1 5990				1 5980		1 605			
40,000	TOTAL		\$	0075	64,260 00			0024	64,016 00	25	74,200 00	\$	\$
	TOTAL BID		\$	1 6065	87,847 50			1 6004	87,197 00	1 855	101,530 00	\$	\$
	ADDITIONAL MARGIN OF PROFIT IF "TANKER LOADS" ARE REQUESTED BY UPSHUR COUNTY		\$	+ 0583				\$ -0-	\$75 00	-0-		\$	

**\*\* Plus 3% For Out Of County Bids  
 Quoted Dock Prices As Of 2:00 P.M. March 20, 2005**

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SPREADSHEET FOR PLANT MIXED ASPHALT

RB-02-05

AWARD: TOTAL PRICE PER TON

LOW BIDS SHADED

	(1)	Moore Asphalt		(2)	
		P.O. Box 173 Tyler, Texas 75710 (903) 561-1321 (903) 509-3630		Longview Asphalt P.O. Box 3661 Longview, Texas 75606 (903) 758-0065	
		Price Per Ton	TOTAL BID	Price Per Ton	TOTAL (2) BID
PLANT MIXED ASPHALT FOR UPSHUR COUNTY ROAD DEPARTMENT FOR THE PERIOD FROM APRIL 1, 2005 THROUGH FEBRUARY 28, 2006					
<u>BASE BID "A"</u> 2,000 TONS PLANT MIXED ASPHALT - OIL DIRT				Del. \$34.50	\$69,000.00
<u>BASE BID "B"</u> 3,000 TONS PLANT MIXED ASPHALT - HOT OIL SAND		NO	BID	Del. \$40.50	\$121,500.00
<u>BASE BID "C"</u> 1,000 TONS PLANT MIXED - HOT MIX TYPE D				Del. \$42.75	\$42,750.00
				F.O.B. \$37.25	\$37,250.00

0. 69 Pa 257

SPREADSHEET FOR OIL AND GREASE SUPPLY

RB 01-05

AWARD TOTAL BID

LOW BIDS SHADED

OIL AND GREASE SUPPLY FOR UPSHUR COUNTY

ROAD DEPARTMENT FOR THE PERIOD FROM

MARCH 1, 2005 THROUGH FEBRUARY 28, 2006

ALL BIDS SHALL INCLUDE THE TEXAS ENVIRONMENTAL FEE

ALL ITEMS SHALL BE SHIPPED F O B UPSHUR COUNTY

The quantities indicated are the approximate requirements for 2004

			SMITH OIL COMPANY		PENCO OIL CO		H&W PETROLEUM		HUBERT GLASS OIL CO		WILLIAMS OIL		PLEASANT OIL CO	
			5799 HWY 154 E GILMER, TEXAS 75644 (903) 797-2802 (903) 576-6454		P O BOX 659 TYLER, TEXAS 75710 (903) 597-3701 (903) 758-4070		145 LAKE LAMOND ROAD LONGVIEW, TEXAS 75604 (903) 758-4446 (903) 758-4070		533 SE LOOP 456 JACKSONVILLE, TX 903-586-8026		302 S JOHNSON ST MINEOLA, TX 903-569-3379		P O BOX 1133 MT PLEASANT, TX 75456-1133	
			(1)											
	UNIT SIZE	ESTIMATED TOTALS	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST
ENGINE OIL MULTI-DUTY SAE 15W40 (API SF-CC-CD-CF-4-CG-4)	Buckets (5 Gals)	50 Buckets	\$19 95	\$997 50	\$33 64	\$1,682 00			24 95	1247 50	30 95	1547 50		
	Barrel (55Gals)	5 Barrels	\$255 00	\$1,275 00	\$329 27	\$1,646 35			228 70	1143 50	288 20	1441 00		
HYDRAULIC OIL ISO-AW68	Barrel (55Gals)	3 Barrels	\$140 00	\$420 00	\$204 34	\$613 02			184 50	553 50	275 55	826 65		
	Buckets (5 Gals)	60 Buckets	\$14 00	\$840 00	\$17 18	\$1,030 80	N		17 90	1074 00	29 35	1761 00	N	
ISO-AW46	Barrel (55Gals)	1 Barrel	\$140 00	\$140 00	\$265 32	\$265 32	O		184 50	184 50	278 85	278 85	O	
	Buckets (5 Gals)	50 Buckets	\$14 00	\$700 00	\$27 77	\$1,388 50			17 90	895 00	28 45	1422 50		
AW32-ISO32	Barrel (55Gals)	12 Barrels	\$140 00	\$1,680 00	\$265 32	\$3,183 84	B		184 50	2214 00	278 85	3346 20	B	
UNIVERSAL TRACTOR HYDRAULIC OIL	Barrel (55Gals)	3 Barrels	\$210 00	\$630 00	\$201 10	\$630 30	I		243 10	729 30	202 95	608 85	I	
	Bucket (5 Gals)	60 Buckets	\$17 00	\$1,020 00	\$14 38	\$862 80	D		21 14	1268 40	19 60	1176 00	D	
GEAR OIL SYNTHETIC SAE 50	GAL	200 Gals	\$17 00	\$3,400 00	\$18 13	\$3,626 47			22 16	4431 03	21 47	4294 00		
GEAR OIL MULTI-PURPOSE SAE 90	LB	200 Lbs	\$0 50	\$100 00	\$1 14	\$228 48			0 76	152 00	0 99	198 00		
GEAR OIL MULTI-PURPOSE SAE 85-140	LB	400 Lbs	\$0 70	\$280 00	\$0 62	\$247 00			0 72	288 00	0 90	360 00		
MINERAL GEAR OIL SAE 90	Buckets (5 Gals)	2 Buckets	\$10 00	\$20 00	\$14 17	\$28 34			19 75	39 50	36 05	72 10		
TRANSMISSION OIL ( TO-4) SAE 30	GAL	110 Gals	\$6 75	\$742 00	\$5 57	\$612 26			6 89	757 90	6 64	730 40		
CHASSIS GREASE	Drum (400#)	2 Drums	\$220 00	\$440 00	\$534 24	\$1,068 48			502 80	1005 60	496 00	992 00		
	Drum (120#)	4 Drums	\$135 00	\$540 00	\$164 45	\$657 80			173 54	694 16	164 40	657 60		
AUTOMATIC TRANSMISSION FLUID (DEXRON II)	GAL	330 Gals	\$3 20	\$1,056 00	\$3 18	\$1,049 40			3 65	1204 50	6 54	1962 00		
	Barrel (55Gals)	12 Barrels	\$230 00	\$2,760 00	\$236 20	\$2,834 40			220 64	2647 68	286 00	3432 00		
TUBE GREASE (HIGH TEMPERATURE - E P)	Case	5 Cases	\$17 50	\$87 50	\$14 62	\$73 10			16 85	84 25	15 60	78 00		
WHEEL BEARING GREASE	Buckets (35Lbs)	1 Bucket	\$20 00	\$20 00	\$49 86	\$49 86			60 59	60 59	47 95	47 95		
<b>"TOTAL BID FOR OIL &amp; GREASE"</b>			\$17,148.00	\$21,778.52					20,674.91		25,184.65			

NOTE: 3% WILL BE ADDED FOR OUT OF COUNTY BIDS

### VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

**VENDOR**

FIRM/BIDDER. Bryan & Bryan Asphalt Road Oil Co , Inc

BY Billy Todd Bryan President  
AUTHORIZED AGENT TITLE

ADDRESS PO Box 625

Henderson Texas 75653  
CITY STATE ZIP CODE

PHONE. (903) 657-2391 FAX. (903) 655-0061

**REFERENCES**

**LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.**

1 COMPANY NAME Anderson County Pct #1

ADDRESS Rt 2 Box 2530, Elkhart, TX PHONE NO (903) 764-2646

CONTACT PERSON Joe Chaffin TITLE. Commissioner

2 COMPANY NAME Harrison County

ADDRESS 3801 Five Notch Rd, Marshall, TX PHONE NO (903) 935-4868

CONTACT PERSON John Paul Jones TITLE. Engineer

3. COMPANY NAME Rusk County Pct #3

ADDRESS PO Box 113, Mt Enterprise, TX PHONE NO. (903) 822-3211

CONTACT PERSON: Freddie Swann TITLE. Commissioner



BID # RB 02-05

BID PACKAGE FOR:

\*\*\*\*\*  
 PLANY MIXED ASPHALT, OIL DIRT  
 HOT MIX ASPHALT AND HOT OIL SAND FOR  
 UPSHUR COUNTY  
 ROAD AND BRIDGE DEPT.  
 \*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: Tyler Asphalt and Gravel

RETURN SEALED BID TO:

Upshur County Judge's Office  
 100 Tyler Street, County Courthouse, Third Floor  
 P.O. Box 730  
 Gilmer, Texas 75644

FOR INQUIRIES PLEASE CALL:

Robert D. Lyons  
 County Road Administrator  
 Phone: (903) 843-7623

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH  
 ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD  
 WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS  
 WHEN POSSIBLE!**

**\*\*\*PLEASE DENOTE BID NUMBER ON THE OUTSIDE OF ENVELOPE.**

VOL 69 PG 262

**SPECIFICATIONS AND CONDITIONS FOR PLANT MIXED ASPHALT OIL DIRT, AND HOT OIL SAND:**

GENERAL The successful bidder will be capable of mixing at least 1, 000 tons per day. Upshur County will be required to notify the bidder twenty-four (24) hours in advance of their need of the material. Any delay by the low bidder of over thirty (30) minutes in loading Road & Bridge trucks will be cause to purchase asphalt mix from the second low bidder.

SPECIFICATIONS PLANT MIXED ASPHALT OIL DIRT GRADATION

Passing 1/2" sieve	100
Retained on No. 10 sieve	0 to 10
Passing No. 10 sieve, retained on No. 40 sieve	5 to 30
Passing No. 40 sieve, retained on No. 80 sieve	25 to 60
Passing No. 80 sieve, retained on No. 200 sieve	10 to 35
Passing No. 200 sieve	0 to 10
% Density 80-95	Stability-Min. 20

The asphaltic material shall form from 4 5 to 7.0 percent of mixture by weight. The asphaltic material shall be equal to AC-3 or MC-800 type.

PLANT MIXED ASPHALT HOT OIL SAND

Retained No. 40 sieve	5 to 30
Passing on No. 40 sieve, retained on No. 80 sieve	25 to 50
Passing on No. 80 sieve, retained on No. 200 sieve	10 to 30
Passing on No. 200 sieve	0 to 10
% Density 80-95	Stability-Min. 20

The asphaltic material shall form from 4.5 to 7.0 percent of the mixture by the weight. The asphaltic material shall be AC type from April 1 until November 1 unless otherwise authorized by the County Road Administrator

PLANT MIXED ASPHALT TYPE "D" HOT MIX

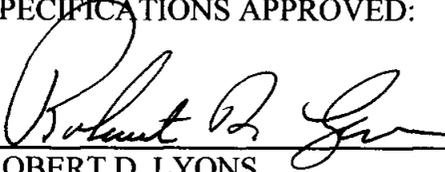
Plant Mixed Asphalt-Hot Mix Type D - shall conform to Texas Department of Transportation specification (Item 340 (Hot Mix Asphaltic Concrete Pavement "D"))

**BIDDING AND AWARD OF CONTRACT:** Quantities shown are approximate. Upshur County reserves the right to increase or decrease the quantities, to reject material not meeting specifications, to award separate contracts on each of the base bids and to award contracts to more than one bidder. Upshur County will procure the road material(s) covered by this bid package on any particular instance, from the vendor whose price is most economical to Upshur County with the express understanding that when the lowest price bid vendors is/are further from the place of origin than one or more other vendors, \$0.25 per ton mile multiplied by the total difference in miles will be added to such bidder's unit cost per ton in determining the most economical cost to Upshur County. Contract award will be based on "Unit Price" per ton.

**ESCALATION AND DE-ESCALATION POLICY**

It is agreed the unit price bid is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their price to the vendor; however the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendor's product supplier. The vendor shall provide notice to the County Road Administrator at least two (2) days in advance of any increase in the unit price bid. The two (2) day period shall begin upon receipt of the notice by the County Road Administrator. Upshur County reserves the right to cease purchase of the product, purchase from the secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.

SPECIFICATIONS APPROVED:



ROBERT D. LYONS  
UPSHUR COUNTY  
ROAD ADMINISTRATOR

3/4/05  
DATE

Vol. 69 PG. 264

**BID SHEET FOR PLANT MIXED ASPHALT, OIL DIRT HOT OIL SAND AND TYPE "D" HOT MIX:**

Plant mixed asphalt oil dirt, hot oil sand and Type "D" hot mix for Upshur County Road and Bridge Department for the period from March 1, 2005 through February 28, 2006.

DESCRIPTION	ESTIMATED QTY	UNIT PRICE	TOTAL
BASE BID "A" PLANT MIXED ASPHALT OIL DIRT per specifications	2,000 TONS	F.O.B. \$ <u>26.00</u> DEL. \$ <u>33.00</u>	\$ <u>52,000</u> \$ <u>66,000</u>
BASE BID "B" PLANT MIXED ASPHALT HOT OIL SAND per specifications	3,000 TONS	F.O.B. \$ <u>27.00</u> DEL. \$ <u>34.00</u>	\$ <u>81,000</u> \$ <u>102,000</u>
BASE BID "C" PLANT MIXED ASPHALT TYPE "D" HOT MIX per specifications	1,000 TONS	F.O.B. \$ <u>37.00</u> DEL. \$ <u>44.00</u>	\$ <u>37,000</u> \$ <u>44,000</u>

*James Phillis* 3/13/05

**VENDOR REFERENCE INFORMATION SHEET**

(PLEASE PRINT CLEARLY)

**VENDOR**

FIRM/BIDDER: ARMOR MATERIALS

BY: LANCE PHILLIPS VP  
AUTHORIZED AGENT TITLE

ADDRESS: PO BOX 5028

TYLER TX 75712  
CITY STATE ZIP CODE

PHONE: 903-597-5051 FAX: 903-593-1363

**REFERENCES**

**LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED.**

1. COMPANY NAME: SMITH COUNTY

ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

2. COMPANY NAME: VAN ZANT COUNTY

ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

3. COMPANY NAME: ANDERSON COUNTY

ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

Lance Phillips 3/16/05

OL 69 FG 266

BID # RB 02-05

BID PACKAGE FOR:

\*\*\*\*\*  
 PLANY MIXED ASPHALT, OIL DIRT  
 HOT MIX ASPHALT AND HOT OIL SAND FOR  
 UPSHUR COUNTY  
 ROAD AND BRIDGE DEPT.  
 \*\*\*\*\*

RETURN DEADLINE IS NO LATER THAN: March 30, 2005

COMPANY NAME: Longview Asphalt

RETURN SEALED BID TO:

Upshur County Judge's Office  
100 Tyler Street, County Courthouse, Third Floor  
P.O. Box 730  
Gilmer, Texas 75644

FOR INQUIRIES PLEASE CALL:

Robert D. Lyons  
County Road Administrator  
Phone: (903) 843-7623

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WHEN POSSIBLE!**

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VOL 69 PG 267

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PLANT MIXED ASPHALT HOT OIL SAND

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PLANT MIXED ASPHALT TYPE "D" HOT MIX

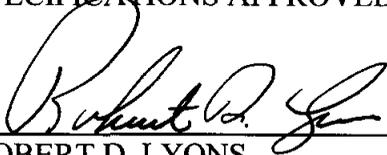
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ESCALATION AND DE-ESCALATION POLICY

It is agreed the unit price bid is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their price to the vendor; however the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendor's product supplier. The vendor shall provide notice to the County Road Administrator at least two (2) days in advance of any increase in the unit price bid. The two (2) day period shall begin upon receipt of the notice by the County Road Administrator. Upshur County reserves the right to cease purchase of the product, purchase from the secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.

SPECIFICATIONS APPROVED:



ROBERT D. LYONS  
UPSHUR COUNTY  
ROAD ADMINISTRATOR

3/04/05  
DATE



**BID SHEET FOR PLANT MIXED ASPHALT, OIL DIRT HOT OIL SAND AND TYPE "D" HOT MIX:**

Plant mixed asphalt oil dirt, hot oil sand and Type "D" hot mix for Upshur County Road and Bridge Department for the period from March 1, 2005 through February 28, 2006.

DESCRIPTION	ESTIMATED QTY	UNIT PRICE	TOTAL
BASE BID "A" PLANT MIXED ASPHALT OIL DIRT per specifications	2,000 TONS	F.O.B. \$ <u>29<sup>00</sup></u>	\$ <u>58,000<sup>00</sup></u>
		DEL. \$ <u>34<sup>50</sup></u>	\$ <u>69,000<sup>00</sup></u>
BASE BID "B" PLANT MIXED ASPHALT HOT OIL SAND per specifications	3,000 TONS	F.O.B. \$ <u>35<sup>00</sup></u>	\$ <u>105,000<sup>00</sup></u>
		DEL. \$ <u>40<sup>50</sup></u>	\$ <u>121,500<sup>00</sup></u>
BASE BID "C" PLANT MIXED ASPHALT TYPE "D" HOT MIX per specifications	1,000 TONS	F.O.B. \$ <u>37<sup>25</sup></u>	\$ <u>37,250<sup>00</sup></u>
		DEL. \$ <u>42<sup>75</sup></u>	\$ <u>42,750<sup>00</sup></u>

*Radney Shivers*

VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

VENDOR

FIRM/BIDDER: LONGVIEW ASPHALT, Inc.

BY: Redmy Shire General Manager  
AUTHORIZED AGENT TITLE

ADDRESS: P.O. Box 3441

Longview TX 75606  
CITY STATE ZIP CODE

PHONE: 903-758-0065 FAX: 903-758-6440

REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE  
COMMODITIES HAVE BEEN PROVIDED.

1. COMPANY NAME: Upshur Co.  
ADDRESS: Gilmer, TX PHONE NO. 903-843-7623  
CONTACT PERSON: Robert Lyons TITLE: Co. Rd. Admin.
2. COMPANY NAME: Harrison Co.  
ADDRESS: Marshall, TX PHONE NO. 903-935-8412  
CONTACT PERSON: Amy Holderman TITLE: Purchasing
3. COMPANY NAME: Gregg Co.  
ADDRESS: Longview PHONE NO. 903-237-2684  
CONTACT PERSON: Shelia Embury TITLE: Purchasing

*Redmy Shire*

ATTENDANCE SIGN-IN SHEET  
 UPSHUR COUNTY COMMISSIONER'S COURT  
 DATE: 4-15-05

1. Margie Clement	1.
2. Mike King	2. Constable Pet 4
3. Miss Smith	3. County
4. Charles Daniels	4. Bldg maint
5. John W. Moore	5.
6. Dan Smith	6. Smith Oil Co
7. Kamee Kelley	7.
8. [Signature]	8.
9. Kamee H.	9. Pet 1 Constable
10. Jimmy Laughman	10.
11. Candice Budick	11. DC
12. Jerry Davis	12.
13. Allen Weatherford	13.
14. Phillip Williams	14. <sup>GLASSWATER</sup> <del>GLASSWATER</del> Mirror
15. Jaida Juel	15.
16. Mac Overton	16. Mirror
17. Glenn Evans	17. "
18. Parno Song	18. Belmer
19.	19.
20.	20.

FB