

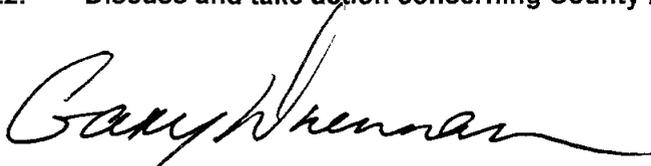
NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, AUGUST 15, 2005, 9:00 AM, REGULAR SESSION
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

AGENDA

FILED
ROBIN RODRIGUEZ
COUNTY CLERK
2005 AUG 11 11P 4: 51
UPSUR COUNTY, TX.
BY _____
DEPUTY

1. Consider and take action on approval of:
 - A. Accept for recording all payroll changes;
 - B. Payroll;
 - C. Budget amendments;
 - D. Accounts payable;
 - E. Treasurer's monthly report;
 - F. Accept Auditor reports for recording,
 - G. Accept for recording County Jail Inspection Report;
 - H. Applications for use of Upshur County roads and rights-of-way; and
 - I. 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 Debbie Wood regarding the County sponsorship of the annual air show and the Flight of the Phoenix Aviation Museum.
4. Discuss and take action to appoint Jim Daniels as chair of the Upshur County Historical Commission.
5. Discuss and take action to purchase shelves for Pct. 1 Justice of the Peace office.
6. Discuss and take action to purchase four (4) office chairs - three (3) for the Sheriff's Department to be placed in dispatch and one (1) for the Commissioners' secretary.
7. Discuss and take action to approve the Upshur/Marion County CSCD Community Service Restitution Waiver, Release of Liability and Indemnification Agreement.
8. Discuss and take action to move Wendell Duke, D. R. Inspector to the Rock Building.
9. Discuss and take action regarding approval of election judges and alternate election judges for the term beginning August 1, 2005.
10. Discuss and take action to approve and accept for recording an amended plat for Lake Gladewater.
11. Hear from the County Clerk concerning moving voting box for voting pct. 1 to the Rock Building and to authorize County Clerk to prepare and submit appropriate documentation to the U. S. Justice Department. Discuss and take action.
12. Discuss and take action to approve request from County Clerk to purchase record management supplies from the County Clerk's Records Management Fund.

13. Discuss and take action to approve use of the Courthouse lawn by the Merchants Association on the second Saturday of September and November 2005.
14. Discuss and take action to approve use of the Courthouse lawn by the Republican Women of Upshur County on the evening of September 11, 2005.
15. Discuss and take action to approve use of the lot next to the Roberts Building by the East Texas Yamboree Carnival Committee during the East Texas Yamboree in October 2005.
16. Discuss and take action concerning the adoption of a Road and Bridge Department policy regarding the County's liability for damage to private vehicles.
17. Discuss and take action to accept PR 1242 and PR 1243 into the County Road system for the 2 year waiting period.
18. Discuss and take action to adopt PR 1240 as a county road and to name it Wood Duck Lane.
19. Discuss and take action to approve the 9-1-1 Interlocal PSAP Agreement between the County and ETCOG.
20. Discuss and take action to approve the Interlocal Agreement for 9-1-1 Database Maintenance between the County and ETCOG.
21. Discuss and take action on Sheriffs' and Constables' Fees for fiscal year 2006.
22. Discuss and take action concerning County health plan benefits.



Gary Drennan,
Upshur County Commissioner, Pct. 4

UPSHUR COUNTY COMMISSIONER'S COURT

AUGUST 15, 2005

COMMISSIONER'S COURT MET IN REGULAR SESSION ALL MEMBERS
PRESENT

1. A. MOTION BY GARY DRENNAN SECONDED BY JAMES CRITTENDEN TO
APPROVE PAYROLL CHANGES. MOTION CARRIED. COPY OF ALL PAYROLL
CHANGES ATTACHED.

B MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO
APPROVE PAYROLL REGISTER AS PRESENTED BY COUNTY TREASURER.
MOTION CARRIED. COPY OF PAYROLL REGISTER ATTACHED.

C MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO
APPROVE BUDGET AMENDMENTS AND RESTORE DISTRICT ATTORNEY'S
BUDGET PRIOR TO THE TIME THEY MADE ANY TRANSFERS, RESTORE ALL
LINE ITEMS TO WHERE THEY WERE AND PLACE \$15,000.00 OUT OR
RESERVES INTO INVESTIGATIVE EXPENSIVES. MOTION CARRIED. COPY OF
ROAD AND BRIDGE BUDGET AMENDMENTS ATTACHED.

D. MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO
APPROVE ACCOUNTS PAYABLE AS PRESENTED BY COUNTY TREASURER.
MOTION CARRIED.

E. NO FORMAL ACTION TAKEN ON AGENDA ITEM CONCERNING
TREASURER'S MONTHLY REPORT. NO DOCUMENTATION SUBMITTED TO
COURT

F. MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO
ACCEPT FOR RECORDING AUDITOR'S REPORTS. MOTION CARRIED. LETTER
FROM PATTILLO, BROWN AND HILL ATTACHED. FINANCIAL STATEMENTS,
FOR MONTH ENDING JULY 31, 2005 ON FILE IN COUNTY CLERKS OFFICE.

G. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO
ACCEPT FOR RECORDING THE COUNTY JAIL INSPECTION REPORT MOTION
CARRIED. COPY OF INSPECTION REPORT ATTACHED.

H MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO
APPROVE THE FOLLOWING APPLICATIONS FOR USE OF COUNTY ROADS
AND RIGHTS-OF-WAY·

SPECIAL ROAD USE AGREEMENT SUBMITTED BY CODY BERRY TO HAUL
ON DAFFODIL ROAD

PERMIT APPLICATION SUBMITTED BY CORY TURMAN TO PLACE A CULVERT WITHIN THE ROW OF ZINNIA ROAD.

PERMIT APPLICATION SUBMITTED BY STEVEN MITCHELL TO PLACE A CULVERT WITHIN THE ROW OF RAVEN ROAD.

PERMIT APPLICATION SUBMITTED BY ROBERT HALL TO PLACE A CULVERT WITHIN THE ROW OF DAVIDSON ROAD.

NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES SUBMITTED BY ENBRIDGE PIPELINES (NE TEXAS), L.P. TO PLACE A STEEL GAS LINE WITHIN THE ROW OF SUFFOLK ROAD.

NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES SUBMITTED BY ENBRIDGE PIPELINES (NE TEXAS), L.P. TO PLACE A STEEL GAS LINE WITHIN THE ROW OF HACKBERRY ROAD

NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES SUBMITTED BY ENBRIDGE PIPELINES (NE TEXAS), L.P. TO PLACE A STEEL GAS LINE WITHIN THE ROW OF ASPEN ROAD.

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

1. NO FORMAL ACTION TAKEN ON AGENDA ITEM CONCERNING BONDS, OATHS, DEPUTATIONS AND CERTIFICATES. NO DOCUMENTATION SUBMITTED TO COURT.

2. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO TABLE BIDS FOR PROPERTY STRUCK OFF FOR TAXES FOR 16.837 ACRES IN THE J G REYNOLDS SURVEY MOTION CARRIED

MOTION BY LLOYD CRABTREE SECONDED BY BUDDY FERGUSON TO ACCEPT BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID \$1,600.00 FOR 1.023 ACRES IN THE THOMAS CAMPBELL SURVEY. MOTION CARRIED.

MOTION BY JAMES CRITTENDEN SECONDED BY LLOYD CRABTREE TO REJECT BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID \$200.00 FOR GLENWOOD ACRES LOT 525 PHASE M4 MOTION CARRIED

3 DEBBIE WOODS SPOKE WITH COURT CONCERNING SPONSORSHIP OF THE ANNUAL AIR SHOW AND THE FLIGHT OF THE PHOENIX AVIATION MUSEUM NO FORMAL ACTION TAKEN.

4. MOTION BY GARY DRENNAN SECONDED BY JAMES CRITTENDEN TO APPOINT JIM DANIELS AS CHAIR OF THE UPSHUR COUNTY HISTORICAL COMMISSION. MOTION CARRIED

5. MOTION BY JAMES CRITTENDEN SECONDED BY LLOYD CRABTREE TO APPROVE PURCHASE OF SHELVES FOR PCT 1 JUSTICE OF THE PEACE OFFICE. FUNDS TO BE PAID OUT OF THE COUNTY RECORDS MANAGEMENT FUND. MOTION CARRIED

6. MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO APPROVE PURCHASE OF FOUR (4) OFFICE CHAIRS- THREE (3) FOR THE SHERIFF'S DEPARTMENT FOR DISPATCH AND ONE (1) FOR THE COMMISSIONER'S SECRETARY. FUNDS TO BE PAID OUT OF NON DEPARTMENTAL FURNISHINGS. MOTION CARRIED

7. MOTION BY LLOYD CRABTREE SECONDED BY JAMES CRITTENDEN TO APPROVE THE UPSHUR/MARION COUNTY CSCD COMMUNITY SERVICE RETITUTION WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT MOTION CARRIED. AGREEMENT ATTACHED

8. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE TO MOVE WENDALL DUKE, D R. INSPECTOR TO THE ROCK BUILDING. MOTION CARRIED.

9. MOTION BY GARY DRENNAN SECONDED BY BUDDY FERGUSON TO APPROVE APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES FOR THE TERM BEGINNING AUGUST 1, 2005. MOTION CARRIED. LIST OF JUDGES AND ALTERNATE JUDGES ATTACHED

10. MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO APPROVE AND TO ACCEPT FOR RECORDING AN AMENDED PLAT FOR LAKE GLADEWATER MOTION CARRIED. COPY OF AMENDED PLAT ATTACHED.

11. MOTION BY BUDDY FERGUSON SECONDED BY JAMES CRITTENDEN TO APPROVE MOVING VOTING BOX PCT. 1 FROM THE GILMER JUNIOR HIGH TO THE ROCK BUILDING AND TO AUTHORIZE THE COUNTY CLERK TO PREPARE AND SUBMIT APPROPRIATE DOCUMENTATION TO THE U S JUSTICE DEPARTMENT. MOTION CARRIED.

12 MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO APPROVE REQUEST FROM THE COUNTY CLERK TO PURCHASE RECORD MANAGEMENT SUPPLIES FROM THE COUNTY CLERK'S RECORDS MANAGEMENT FUND. MOTION CARRIED.

13. MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO APPROVE REQUEST BY THE MERCHANTS ASSOCIATION FOR USE OF THE COURTHOUSE LAWN ON THE SECOND SATURDAY IN SEPTEMBER AND NOVEMBER 2005 MOTION CARRIED

14. MOTION BY LLOYD CRABTREE SECONDED BY JAMES CRITTENDEN TO APPROVE REQUEST BY REPUBLICAN WOMEN OF UPSHUR COUNTY TO USE THE COURTHOUSE LAWN ON THE EVENING OF SEPTEMBER 11, 2005. MOTION CARRIED.

15. MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN APPROVE REQUEST BY THE EAST TEXAS YAMBOREE CARNIVAL COMMITTEE TO USE LOT NEXT TO THE ROBERTS BUILDING DURING THE EAST TEXAS YAMBOREE. MOTION CARRIED

16. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE ADOPTION OF ROAD AND BRIDGE DEPARTMENT POLICY REGARDING THE COUNTY'S LIABILITY FOR DAMAGE TO PRIVATE VEHICLES. MOTION CARRIED.

18 MOTION BY JAMES CRITTENDEN SECONDED BY GARY DRENNAN TO ACCEPT PR 1240 AS A COUNTY ROAD AND RENAME IT WOODDUCK ROAD MOTION CARRIED

17. NO FORMAL ACTION TAKEN ON AGENDA ITEM CONCERNING TO ACCEPT PR 1242 AND PR 1243 INTO THE COUNTY ROAD SYSTEM FOR THE 2 YEAR WAITING PERIOD

19. MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO APPROVE THE 9-1-1 INTERLOCAL PSAP INTERLOCAL AGREEMENT BETWEEN THE COUNTY AND ETCOG. MOTION CARRIED. COPY OF INTERLOCAL AGREEMENT ATTACHED

20. MOTION BY BUDDY FERGUSON SECONDED BY JAMES CRITTENDEN TO APPROVE THE INTERLOCAL AGREEMENT FOR 9-1-1 DATABASE MAINTENANCE BETWEEN THE COUNTY AND ETCOG MOTION CARRIED. COPY OF INTERLOCAL AGREEMENT ATTACHED.

21. MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO APPROVE SHERIFF'S AND CONSTABLES' FEES FOR FISCAL YEAR 2006, LEAVING ALL FEES THE SAME AND TO DESIGNATE THE SHERIFF'S OFFICE \$15.00 POSTING FEE MOTION CARRIED.

22 MOTION BY JAMES CRITTENDEN SECONDED BY LLOYD CRABTREE TO APPROVE CHANGES TO THE COUNTY HEALTH PLAN BENEFITS AS OUTLINED BY COURT. MOTION CARRIED

MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO
ADJOURN.

BILLS PREVIOUSLY APPROVED PLACED INTO MINUTES FOR RECORDING
PURPOSES ONLY.

JURY SELECTION LIST PLACED INTO MINUTES FOR RECORDING PURPOSES
ONLY.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES
ONLY.


ATTESTED BY COUNTY CLERK



UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 08.01.05 Dept 611
 Employee Danny Thompson
 Social Security No _____ Emp ID# 739

VOL 20

CHANGES(S)	FROM	TO
Grade Step		
Rate		
Department		
Position		

BY DEBRA
 OF SHUR COUNTY
 2005 AUG 15 AM 11:51
 FILED
 ROBIN ROBERTSON
 COUNTY CLERK

REASON(S) FOR THE CHANGE(S)

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

Comments:

9 yrs longevity / \$185/m

07.25.05 anniversary date

Authorized by Debra Penick 8-1-05
 Approved by _____ Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-16-05 Dept District Clerk
 Employee Casey Pate
 Social Security No _____ Emp ID# 513

701-70 PG 4/95

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department	UPSHUR COUNTY	ROBIN ROULENBERG CDU/CLERK
	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 11 years Longevity \$

Authorized by _____
 Approved by Carolyn Bullock Date: 8-2-05

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 08.01.05 Dept 611
 Employee Michael Barnes
 Social Security No _____ Emp ID# 970

X	CHANGES(S)	FROM	TO
466	Grade Step		
	Rate	BY UPSHUR COUNTY	2005 AUG 15 A 11 57
	Department		FILED ROBIN ROSENBERG COUNTY CLERK
	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
byrs longevity \$125/m
07.26.05 anniversary date

Authorized by [Signature] Date 8-1-05
 Approved by _____ Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8/14/05 Dept 5657 B. Jail
 Employee Cristal Powell
 Social Security No _____ Emp ID# 1335

VOL TO PG 467

X	CHANGES(S)	FROM	TO
	Grade Step	6.7	13.5
	Rate	\$ 83546 s/m	\$ 1047.64/s
	Department		
	Position	Asst Treas	Tailer

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

2005 AUG 15 AM 11:57
 UP SHUR COUNTY
 ROBIN RODRIGUEZ
 COUNTY CLERK
 FILED

Comments Transferred from Treasurer's Office.
Melinda Gay Acker position

Authorized by _____
 Approved by [Signature] Date 8-12-05

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 08/08/05 Dept 565 Jail
 Employee Jim Morris
 Social Security No _____ Emp ID# 1434

X	CHANGES(S)	FROM	TO
894 468	Grade Step		
	Rate	\$ 1146.39 s/m	
	Department		
	Position		

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

Comments

Bailiff, Courthouse Security
All salary out of jail budget.
Some English position

Authorized by

Approved by: *Gary Roberts*

Date *8-10-05*

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8/12/05 Dept 565/CO JAIL

Employee Brady Lunn

Social Security No _____ Emp ID# 1436

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X	CHANGES(S)	FROM	TO
	Grade Step	13.5	
	Rate	# 1047.64 s/m	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED
 ROB M. ROSENBERG
 COUNTY CLERK
 2005 AUG 15 AM 11:57
 DEPUTY
 COUNTY CLERK
 COUNTY CLERK
 COUNTY CLERK

Comments.

Added Thompson position with probation.

Authorized by _____

Approved by Brady Lunn

Date 8-12-05

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8/22/05 Dept 476/DA OFFICE
 Employee Cynthia Jan Frost
 Social Security No _____ Emp ID# _____

	CHANGES(S)	FROM	TO
X	Grade Step		
X	Rate	\$623.595/m	
X	Department		
X	Position		

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

FILED
 ROBIN RODRIGUEZ
 COUNTY CLERK
 AUG 15 2005
 DEPUTY

Comments Receptionist/Secretary
Stephanie Green position

Authorized by Mike Jett by Ann McCreaver
 Approved by _____ Date. 8-12-05

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 03.01.05 Dept 611
 Employee David Albright
 Social Security No _____ Emp ID# 971

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

REASON(S) FOR THE CHANGE(S)

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

FILED
 ROBIN RODGERS
 COUNTY CLERK
 2005 MAR 15 AM 11:17
 UPSHUR COUNTY

Comments

Longevity \$125/m

Authorized by Ruth Perkins 8-1-05
 Approved by _____ Date _____

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
135993-APC	08/15/05	UPSHUR CO CSCD BENEFITS ACCOUNT	920 83
135994-APC	08/15/05	UPSHUR CO CSCD BENEFITS ACCOUNT	25 61
135995-APC	08/15/05	NATIONWIDE RETIREMENT	212 21
135996-APC	08/15/05	FIRST NATIONAL BANK GILMER	34,954 58
135997-APC	08/15/05	FIRST NATIONAL BANK GILMER	17,503 92
135998-APC	08/15/05	GASA	1,324 55
135999-APC	08/15/05	GASA	210 00
136000-APC	08/15/05	UPSHUR COUNTY IRC/125	306 78
136001-APC	08/15/05	UPSHUR COUNTY IRC/125	138 37
136002-APC	08/15/05	UPSHUR COUNTY IRC/125	86 92
136003-APC	08/15/05	UPSHUR COUNTY IRC/125	62 85
136004-APC	08/15/05	UPSHUR COUNTY IRC/125	234 90
136005-APC	08/15/05	UPSHUR COUNTY IRC/125	3,402 68
136006-APC	08/15/05	ATTORNEY GENERAL OF TEXAS	148 00
136007-APC	08/15/05	FIRST NATIONAL BANK	1,100 00
136008-APC	08/15/05	UPSHUR COUNTY INEUPANCE ACCOUNT	1,796 86
136009-APC	08/15/05	TXCSDU	88 00
136010-APC	08/15/05	TXCSDU	300 00
136011-APC	08/15/05	TXCSDU	181 13
136012-APC	08/15/05	OFFICE OF THE ATTORNEY GENERAL	188 16
136013-APC	08/15/05	OFFICE OF THE ATTORNEY GENERAL	112 50
136014-APC	08/15/05	TEXAS CHILD SUPPORT DISBURSEMENT UNIT	150 00
136015-APC	08/15/05	OFFICE OF THE ATTORNEY GENERAL	112 50
136016-APC	08/15/05	TXCSDU	90 00
136017-APC	08/15/05	TXCSDU	25 50
136018-APC	08/15/05	SHARON KEMP #0539055371	130 00
136019-APC	08/15/05	STANDING CHAPTER THIRTEEN TRUSTEE	115 00
136020-APC	08/15/05	STANDING CHAPTER THIRTEEN TRUSTEE	152 50
136021-APC	08/15/05	STANDING CHAPTER THIRTEEN TRUSTEE	240 00
136022-APC	08/15/05	TG	208 50
136023-APC	08/15/05	VALIC	320 00
Total for All Payments -			64,953 85

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Jer	Check Date	Check number	GROSS PAY	GROSS PAY	Issued to
401	08/15/05	19391-PCA	1,645 43	1,645 43	DRENNAN, GARY L
401	08/15/05	19392-PCA	1,645 43	1,645 43	FERGUSON, GE E
401	08/15/05	137381002-PC	2,053 77	2,053 77	FOWLER, JEPALD DEAN
		A			
401	08/15/05	137381000-PC	1,645 43	1,645 43	CPABTREE LLOYD A
		A			
401	08/15/05	137381001-PC	1,645 43	1,645 43	CRITTENDEN, JAMES L
		A			
401	08/15/05	19393-PCA	945 55	945 55	WHITESIDE RUTH TYSON
***				9 581 04	
403	08/15/05	137381003-PC	1,077 64	1,077 64	CAIN, DEPONDA KAYE
		A			
403	08/15/05	137381004-PC	839 46	839 46	COX, GLENDA M
		A			
403	08/15/05	137381007-PC	930 29	930 29	SEAHORN, LORY D
		A			
403	08/15/05	137381008-PC	742 63	742 63	VICK, BRANDY R
		A			
403	08/15/05	19396-PCA	518 40	518 40	HALL, LAURA
403	08/15/05	19401-PCA	453 60	453 60	STARNES HADDEN S
403	08/15/05	137381005-PC	291 60	291 60	FOWLER, JEPALD DEAN
		A			III
403	08/15/05	19402-PCA	589 28	589 28	WINCHESTER, LAUREN
		A			PENEE
403	08/15/05	19398-PCA	319 95	319 95	JONES, IANA RENAE
403	08/15/05	19395-PCA	691 21	691 21	GIPSON SANDEE TERESA
403	08/15/05	19397-PCA	742 63	742 63	HARRIS, JERRY LINN
403	08/15/05	19394-PCA	498 15	498 15	DAVIS-HARTFIELD TRIS
		A			TAN T
403	08/15/05	19400-PCA	514 35	514 35	RATCLIFFE, HEATHER
		A			ANN
403	08/15/05	19399-PCA	454 50	454 50	MORRIS, ADDIE PENE
403	08/15/05	137381009-PC	958 29	958 29	WINCHESTER, BARBARA
		A			L
403	08/15/05	137381006-PC	1,545 52	1,545 52	RODENBERG, ROBIN L
		A			
***				11,167 50	
405	08/15/05	19403-PCA	1,245 72	1,245 72	LOYD, DANNY MICHAEL
***				1,245 72	
411	08/15/05	137381010-PC	1,153 21	1,153 21	KELLEY, KARMEN CITA
		A			
***				1,153 21	
426	08/15/05	137381011-PC	1,322 40	1,322 40	CULBERSON KRISTIN E
		A			
***				1,322 40	
435	08/15/05	19404-PCA	305 91	305 91	BLASINGAME, ALICE P

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
435	08/15/05	137381012-PC A	1,376 63	1,376 63	HENRY, KRISTI L
435	08/15/05	19405-PCA	2,011 39	2,011 39	DRENNAN, DEANNA R
***			3,693 93		
450	08/15/05	137381015-PC A	845 46	845 46	MARSHALL LORING F
450	08/15/05	137381017-PC A	830 20	830 20	SMITH, SUSAN K
450	08/15/05	137381013-PC A	1,545 52	1,545 52	BULLOCK, CAROLYN SUE
450	08/15/05	137381016-PC A	935 03	935 03	PATE, CASEY N
450	08/15/05	19407-PCA	807 68	807 68	RICHARDSON, MARGARET A
450	08/15/05	137381014-PC A	933 03	933 03	CHEVALIER MELISSA K
450	08/15/05	19406-PCA	1,065 64	1,065 64	HENSON TEENA
***			6,962 56		
451	08/15/05	137381020-PC A	835 46	835 46	NORRED, LAURA L
451	08/15/05	137381019-PC A	978 08	978 08	MANES, AMNA WYONE
451	08/15/05	137381018-PC A	1,133 00	1,133 00	GRIMES ARNOLD
***			2,946 54		
452	08/15/05	137381021-PC A	879 24	879 24	GRIFFITH, MICHELE D
452	08/15/05	157381022-PC A	826 20	826 20	FEE, KIMBERLY A
452	08/15/05	137381023-PC A	1,133 00	1,133 00	POTTER, LYLE M JR
***			2,838 44		
453	08/15/05	137381025-PC A	1,133 00	1,133 00	PERRY CAROLYN JO
453	08/15/05	137381024-PC A	875 24	875 24	BINGHAM BRANDY L
***			2,008 24		
454	08/15/05	19408-PCA	951 44	951 44	JEWKES, SHERYL L
454	08/15/05	19410-PCA	114 62	114 62	RUSSELL JAMES D
454	08/15/05	19409-PCA	1,133 00	1,133 00	PAY, WILLIAM VALTON
***			2,199 06		
476	08/15/05	137381030-PC A	1,418 54	1,418 54	MCCRIVEN, TRACI L'N
476	08/15/05	137381028-PC A	1,590 38	1,590 38	JETER, DONALD R
476	08/15/05	137381026-PC	2,213 89	2,213 89	CARIKER, TIMOTHY J

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DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
		A			
476	08/15/05	137381027-PC	1,030 05	1,030 05	HAPRIS, NANCY J
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476	08/15/05	19411-PCA	768 00	768 00	GREEN, STEPHANIE
476	08/15/05	137381031-PC	1,666 67	1,666 67	WOOD, ROBYN K
		A			
476	08/15/05	137381029-PC	1,281 73	1,281 73	JONES, EVELYN D
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495	08/15/05	137381032-PC	1,111 36	1,111 36	HUTCHINS, WANDA L
		A			
495	08/15/05	19412-PCA	1,728 94	1,728 94	LONG, PAMELA GAY
		A			
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497	08/15/05	19414-PCA	837 46	837 46	POWELL, CRYSTAL A
497	08/15/05	137381034-PC	795 68	795 68	LEWIS, AMBER N
		A			
497	08/15/05	137381033-PC	1,545 52	1,545 52	HARRIS, MYRA N
		A			
497	08/15/05	137381035-PC	1,077 64	1,077 64	TJEL, LINDA LOUISE
		A			
497	08/15/05	19413-PCA	196 16	196 16	EVANS, MINA LEE
		A			
***				4,452 46	
499	08/15/05	19418-FCA	938 29	938 29	LEONARD FONDA K
499	08/15/05	137381038-PC	849 93	849 93	GIBSON, CARLA R
		A			
499	08/15/05	19420-PCA	894 51	894 51	NEELEY, LISA D
499	08/15/05	137381036-PC	888 51	888 51	DAVIS, BFFANDY H
		A			
499	08/15/05	137381040-PC	902 51	902 51	JENKINS, LATICIA ANN
		A			
499	08/15/05	137381041-FC	1,545 52	1,545 52	SMITH, MICHEAL LOYD
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499	08/15/05	137381042-PC	903 01	903 01	WHITAKER, LADONNA LEE
		A			
499	08/15/05	137381037-PC	1,014 60	1,014 60	BENTRY, PAULA A
		A			
499	08/15/05	19416-PCA	1,008 60	1,008 60	HOWELL, LUANA GAIL
499	08/15/05	137381035-PC	940 29	940 29	HILL, BARBARA A
		A			
499	08/15/05	19419-PCA	900 51	900 51	MCKINLEY CHARLOTTE ELAINE
499	08/15/05	19415-PCA	900 51	900 51	HARRIS, JOANNA S
499	08/15/05	19417-PCA	1,107 64	1,107 64	LAMINACK, SHERRON H
		A			
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509	08/15/05	137381043-PC	618 40	618 40	STILL, DORIS E
		A			
509	08/15/05	19421-PCA	1,048 38	1,048 38	PHODEN STELLA GINA
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***				1,665 75	

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DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
510	08/15/05	19424-PCA	837 46	837 46	HUDGINS ROYCE L 2
510	08/15/05	19425-PCA	835 46	835 46	TUPNER, LARRY A
510	08/15/05	19422-PCA	1,051 12	1,051 12	COOK, JOHN RUBIN
510	08/15/05	19423-PCA	1,321 60	1,321 60	DANIELE, CHARLES D
***				4 045 64	
551	08/15/05	137381044-PCA A	885 07	885 07	HARRIS, RUSSELL T
***				885 07	
552	08/15/05	137381045-PCA A	885 07	885 07	ROGERS, WILLIAM A
***				885 07	
553	08/15/05	19426-PCA	885 07	885 07	KUHN, JERPY LYNN
***				885 07	
554	08/15/05	137381046-PCA A	885 07	885 07	KUZA, HENRY MICHAEL II
***				885 07	
560	08/15/05	137381056-PCA A	1,700 95	1,700 95	STANLEY, TIMOTHY S
560	08/15/05	19427-PCA	1,645 42	1,645 43	BETTERTON, ANTHONY S
560	08/15/05	19429-PCA	1,201 51	1,201 51	DAVIDSON, JUSTIN SCOTT
560	08/15/05	137381051-PCA A	1,201 51	1,201 51	GROSS, DON LARRY
560	08/15/05	19439-PCA	1,199 51	1,199 51	TAYLOR, ANTHONY M
560	08/15/05	19438-PCA	1,182 26	1,182 26	STRACENER, CALED L
560	08/15/05	137381050-PCA A	1,367 91	1,367 91	DICKERSON DAVID LEE
560	08/15/05	137381054-PCA A	1,180 26	1,180 26	MULLINS, ANDREW CHASE
560	08/15/05	19434-PCA	1,180 26	1,180 26	MCCAULEY, CHRISTOPHER H
560	08/15/05	19428-PCA	1,180 26	1,180 26	CARTER, TERRY G
560	08/15/05	137381059-PCA A	1,448 96	1,448 96	YOUNG, LELAND WAYNE
560	08/15/05	19431-PCA	1,303 08	1,303 08	FORTSON, LARRY WAYNE
560	08/15/05	19435-PCA	1,250 04	1,250 04	MURPHY NADRA H
560	08/15/05	137381055-PCA A	1,117 95	1,117 95	SEWELL, LARRY W
560	08/15/05	137381047-PCA A	1,371 91	1,371 91	ALFORD, JOHN MATTHEW
560	08/15/05	137381053-PCA A	1,246 04	1,246 04	MOORE, LARRY A
560	08/15/05	19430-PCA	1,297 08	1,297 08	DEQUIR, JAMES A
560	08/15/05	19440-PCA	752 29	752 29	THOMPSON, NANCY K
560	08/15/05	19433-PCA	1,171 73	1,171 72	MATTHEWS GENEVA NELL

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DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
560	08/15/05	19436-PCA	1,436 96	1,436 96	ROBERTS, GARY DALE
560	08/15/05	137381048-PC A	1,211 51	1,211 51	DANIELS, JOE NATHAN
560	08/15/05	19432-PCA	1,209 51	1,209 51	MARTIN, JOSHUA P
560	08/15/05	137381057-PC A	1,314 87	1,314 87	TICLEPY, HIRAM D
560	08/15/05	137381052-PC A	1,379 91	1,379 91	MASSOLETTI, MARTY
560	08/15/05	19437-PCA	1,326 87	1,326 87	STEELMAN, PAUL A
560	08/15/05	137381049-PC A	1,326 87	1,326 87	DAVIS, SCOTT WAYDE II
560	08/15/05	137381058-PC A	1,377 91	1,377 91	WARREN, ROYANNE
***				34,783 35	
565	08/15/05	19449-PCA	936 29	936 29	RUSHES, KAREN S
565	08/15/05	19452-PCA	1,154 39	1,154 39	MCCAULEY, JILL A
565	08/15/05	137381081-PC A	1,068 90	1,068 90	YOUNGBLOOD, JOHN MICHAEL
565	08/15/05	19453-PCA	1,066 90	1,066 90	MCNTS, DEBPA J
565	08/15/05	137381065-PC A	1,152 39	1,152 39	BLEDSOE, TRACI K
565	08/15/05	137381079-PC A	1,066 90	1,066 90	WARREN, DENNIS C
565	08/15/05	19443-PCA	1,066 90	1,066 90	CHOYCE, LAWANA J
565	08/15/05	137381066-PC A	1,062 90	1,062 90	BRASHEP, WILLIAM A
565	08/15/05	137381072-PC A	1,119 95	1,119 95	MONTGOMERY, HERMAN C JR
565	08/15/05	157381063-PC A	1,064 90	1,064 90	BASKERVILLE, MELANIE
565	08/15/05	137381064-PC A	877 24	877 24	BISHOP, LOFA ANN
565	08/15/05	137381070-PC A	1,148 39	1,148 39	HUISPETH, RONALD T
565	08/15/05	137381074-PC A	1,060 90	1,060 90	PAGE, JAMES E
565	08/15/05	19447-PCA	1,049 64	1,049 64	GRISWOLD, JAMES B
565	08/15/05	137381061-PC A	1,235 30	1,235 30	ANDREWS, TERESA L
565	08/15/05	137381080-PC A	1,062 90	1,062 90	WOLOSZYN, RICHARD JOHN
565	08/15/05	137381067-PC A	1,047 64	1,047 64	GAGE, GARY DON
565	08/15/05	137391060-PC A	1,060 90	1,060 90	ALLEN, STELLA M
565	08/15/05	19457-PCA	1,060 90	1,060 90	SMITH, IVIVIAN M
565	08/15/05	19445-PCA	810 06	810 06	DAVIS, JAMES RODNEY
565	08/15/05	137381071-PC A	1,060 90	1,060 90	MCHENRY, ANNITA
565	08/15/05	137381069-PC A	1,060 90	1,060 90	HUBBARD, STEVEN A
565	08/15/05	19454-PCA	1,047 64	1,047 64	MORRIS, FEBEKAH A
565	08/15/05	137381076-PC A	1,047 64	1,047 64	THOMAS, CLINT
565	08/15/05	137381076-PC A	1,047 64	1,047 64	WADE, CHAD D

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
565	08/15/05	137381077-PC	1 110 90	1.110 90	THOMPSON, DAVID S
		A			
565	08/15/05	137381073-PC	1,047 64	1,047 64	NICHOLS, MARCUS ALLEN
		A			
565	08/15/05	19451-PCA	1,047 64	1,047 64	JAY MELINDA A
565	08/15/05	19444-PCA	1,047 64	1,047 64	CLARK, CHRISTOPHER J
565	08/15/05	19460-PCA	563 52	563 52	FJEL CODY JOE
565	08/15/05	19446-PCA	1,110 50	1,110 50	ELLIOTT, RONNIE SCOTT
565	08/15/05	19450-PCA	1,047 64	1,047 64	HUNTER, JONATHAN ELLIS
565	08/15/05	137381075-PC	957 00	957 00	SEWARD JENNIFER DAWN
		A			
565	08/15/05	19459-PCA	926 74	926 74	TOWNSEND, DAVID L JR
565	08/15/05	19441-PCA	1,047 64	1,047 64	AULD, H B
565	08/15/05	19456-PCA	1 508 51	1,508 51	SANDERS, BOBBY NEAL
565	08/15/05	137381068-PC	1 271 93	1,271 93	GRISWOLD, JAMES E
		A			
565	08/15/05	137381062-PC	1,068 90	1,068 90	BARBER, BILLIE DARLENE
		A			
565	08/15/05	19442-PCA	1 090 90	1,090 90	BEAN, ELIZABETH M
565	08/15/05	19462-PCA	878 72	878 72	WALKER, DIANE
565	08/15/05	19448-PCA	1,088 90	1,088 90	HELLENSTILL, RAY R
565	08/15/05	19455-PCA	1,139 95	1,139 95	NIELL, SHERRY L
565	08/15/05	19461-PCA	1,160 39	1,160 39	WADE, ALAN M
565	08/15/05	19452-PCA	1,122 90	1,122 90	TEFFTELLER, ALLEN A
***				46,676 97	
570	08/15/05	19464-PCA	1,765 00	1,765 00	MCJIMSEY, BRUCE F
570	08/15/05	137391087-PC	1,647 50	1,647 50	HODGES, RANDAL R
		A			
570	08/15/05	137381089-PC	1,460 00	1,460 00	LOFTICE, MIAMI MICHELLE
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570	08/15/05	137381084-PC	800 00	800 00	DURRUM JAMES
		A			
570	08/15/05	137381088-PC	2,070 00	2,070 00	HUDGINS, ROYCE L 3RD
		A			
570	08/15/05	137381062-PC	955 00	955 00	BERRY, DEBORAH DENISE
		A			
570	08/15/05	19465-PCA	2,445 00	2,445 00	RAY, JIMMY DARRÉLL
570	08/15/05	137381095-PC	1,103 75	1,103 75	GRANT GLENDA ANN
		A			
570	08/15/05	137381086-PC	1,281 25	1,281 25	HANCOCK KATHRYN B
		A			
570	08/15/05	137381083-PC	1,975 00	1,975 00	BROWN, CHRISTOPHER E
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570	08/15/05	137381091-PC	2,027 50	2,027 50	SPIVEY, JOHN K
		A			
570	08/15/05	19466-PCA	930 00	930 00	WAPREN SHERRY L
570	08/15/05	19463-PCA	1,485 00	1,485 00	GEE LINDA H
570	08/15/05	137381050-PC	1,527 50	1,527 50	SMITH, TRACY B
		A			
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DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
575	08/15/05	137381093-PC A	1,270 00	1,270 00	HEPNDON, LORIE A
575	08/15/05	19448-PCA	1,043 05	1,043 05	PILL, JESSICA L
575	08/15/05	19467-PCA	576 00	576 00	AVEY, RONNIE L
575	08/15/05	137381095-PC A	2,020 00	2,020 00	WYLIE, MILTON J
575	08/15/05	137381092-PC A	1,341 00	1,341 00	EDWARDS, SANDRA D
575	08/15/05	137381094-PC A	1,482 00	1,482 00	SMITH, MELINDA L
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580	08/15/05	137381096-PC A	1,063 64	1,063 64	EDGE, PAMELA S
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611	08/15/05	19471-PCA	929 03	929 03	BECK, EARNEST EAPL
611	08/15/05	19492-PCA	947 55	947 55	VALENTINE MERLE WAYNE
611	08/15/05	19495-PCA	1,027 12	1,027 12	WRIGHT, JEPRY D
611	08/15/05	137381099-PC A	892 51	892 51	HOVE EARNEST T
611	08/15/05	19496-PCA	808 94	808 94	YINGLING, GARY D
611	08/15/05	19498-PCA	810 94	810 94	TACKETT CLIFFORD A
611	08/15/05	19472-PCA	584 80	584 80	CAMPELL, THOMAS M JR
611	08/15/05	19472-PCA	785 38	785 38	BROWN, MARCUS A
611	08/15/05	137381099-PC A	614 04	614 04	COUTON, JAMES G
611	08/15/05	19490-PCA	797 68	797 68	TENNISON, RICHARD EARL
611	08/15/05	19479-PCA	808 94	808 94	HOLEMAN, LUTHER LYNN
611	08/15/05	19486-PCA	785 38	785 38	STEGALL TIMOTHY PHIL
611	08/15/05	19493-PCA	785 38	785 38	WALTERS RICHARD W
611	08/15/05	19481-PCA	785 38	785 38	JONES, MITCHEAL E
611	08/15/05	19478-PCA	785 38	785 38	GUNN, GOPDON
611	08/15/05	19489-PCA	941 55	941 55	TEFTELLER LISA ANN
611	08/15/05	19485-PCA	1,130 69	1,130 69	SMITH, EDDIE J
611	08/15/05	19484-PCA	1,666 67	1,666 67	PENDAPVIS ABBOTT LYNN
611	08/15/05	19487-PCA	1,329 60	1,329 60	STOKER, JAMES LOUIS
611	08/15/05	19480-PCA	1,051 12	1,051 12	JEFFERY, DONALD RAY
611	08/15/05	19474-PCA	1,035 86	1,035 86	CROCKETT, HARRY JAMES
611	08/15/05	19477-PCA	949 55	949 55	GLENN, BILL E
611	08/15/05	19476-PCA	526 32	526 32	EDWARDS, GENERAL LEE
611	08/15/05	19497-PCA	974 08	974 08	YOUNG, JOEY A
611	08/15/05	19494-PCA	962 81	962 81	WALTON, LLOYD H
611	08/15/05	19482-PCA	808 94	808 94	MCCAULEY JAMES L
611	08/15/05	19483-PCA	1,029 86	1,029 86	NELSON, WILLIAM P
611	08/15/05	137381100-PC A	1,029 86	1,029 86	RITTER DON L
611	08/15/05	137381097-PC	1,120 69	1,120 69	BLACKSTONE, WILLY PAT

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
		A			
611	08/15/05	19475-PCA	1,116 69	1,116 69	DAVIS, GARY W
611	08/15/05	19491-PCA	1,063 64	1,063 64	THOMPSON, DANNY R
611	08/15/05	19470-PCA	978 08	978 08	BARNES, MICHAEL H
611	08/15/05	19469-PCA	1,006 60	1,006 60	ALBRIGHT, GAYLE DAVID

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642	08/15/05	137381101-PC	1,462 22	1,462 22	JOHNSON, GERALD DON
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650	08/15/05	137381102-PC	697 59	697 59	DAVIDSON, TINA J
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650	08/15/05	137381104-PC	1,381 83	1,381 83	SEMRAU, RUTH E
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650	08/15/05	19500-PCA	190 55	190 55	WEATHEREV STEVEN A
650	08/15/05	19498-PCA	182 83	182 83	RHEA, LARA J
650	08/15/05	19499-PCA	958 29	958 29	SMITH, EMMA JEAN
650	08/15/05	19501-PCA	945 03	945 03	WILLIAMS, JANET C
650	08/15/05	137381103-PC	557 96	557 96	GILES, PEGGY J
		A			

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665	08/15/05	127381105-PC	353 64	353 64	HILL DRIAN K
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665	08/15/05	19503-PCA	353 64	353 64	WIGGINS, PAMELA ROCHELLE
665	08/15/05	19502-PCA	1,077 64	1,077 64	CAMPBELL, MARY ROSE

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235,188 58

219 records selected 219 values listed

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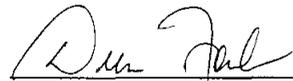
EMPLOYER - PAID

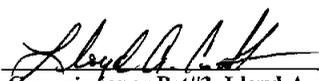
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		CURR	YTD	TYPE	TXBL	AMOUNT				
TOTALS -- ALL DEPARTMENTS	411	0 00	0 00	FICA	14164 57	GROSS	235,188 58	676,823 69	3286986 51	
	BAIL/H	0 00	0 00	INCCCL	0 00	125AH	86 92	260 76	1303 80	
Total # of Employees	219	CCP/QT	1,400 00	16,852 50	INLCO	0 00	125CC	210 00	800 00	1390 00
Total # of Checks	113	CTFEES	0 00	2,731 42	MDCR	3312 72	125CL	234 90	704 70	3432 06
Total # of DD Stubs	106	CTSECU	50 00	750 00	RET	20606 96	125CD	3,402 68	10,390 76	54620 64
Total # of Prenotes	2	DA/32	0 00	0 00			125FC	138 37	415 11	2645 75
	H	9,765 42	107,193 09				125NF	306 78	920 34	5409 70
	J-IVE	1,381 33	20,793 79				125TL	62 85	188 55	1263 55
	J-PSO	3,115 67	41,568 25				125UN	1,324 55	3,973 65	20091 25
	J-PSP	813 05	11,967 91				CSCD/BENEF	960 83	2,882 49	14412 45
	J-SA	475 00	7,125 00				DEFCO	212 21	636 63	3593 15
	J-SAID	1,371 00	20,565 00				INSPF	118 41	355 23	1776 15
	JPJUV	184 82	2,772 30				RET	15,956 57	47,320 31	223934 13
	JUV	200 00	3,000 00				VALIC	330 00	990 00	3910 00
	JUV/SU	0 00	2,337 50				NET TXBL	211,961 92	627,340 39	2950980 03
	LAWLIE	66 64	999 60				FED W/H	17,527 42	51,731 93	246349 39
	LONG	1,576 00	23,148 00				FICA TXBL	228,460 70	676,287 33	3182417 31
	PROB	18,905 00	283,575 00				FICA	14,164 57	41,929 78	197309 69
	PROB/H	800 00	7,975 00				MEDICARE	3,312 72	9,806 32	46145 54
	PROB/O	367 50	15,365 00				EIC	23 50	70 50	70 50
	SAL	192,261 96	685,690 66				1012	88 00	264 00	1320 00
	SAL-M	485 56	7,283 40				1096	181 13	543 39	2716 95
	SAL-TF	499 44	3,795 52				1231	300 00	900 00	4500 00
	SAL/91	0 00	0 00				1280	150 00	450 00	1050 00
	SIAI	62 50	937 50				1394	188 16	564 48	2666 08
	STATE	1,199 35	16,834 97				1395	112 50	337 50	1050 00
	SUPP	208 34	3,125 10				1395A	112 50	337 50	450 00
							1405	90 00	270 00	360 00
							441	85 50	256 50	1282 50
	COMP	0 00	0 00				791	0 00	0 00	0 00
	HOLIDA	0 00	0 00				878	0 00	0 00	0 00
	SICK	12 82	-58 48				ALLTEL/PCA	0 00	0 00	0 00
	VAC	0 00	-18 14				CSCD/LIFE	25 61	76 83	384 15
							INSAH	8 10	24 30	121 50
							INSL	54 37	163 11	542 25
							INSCO	1,796 86	5,312 55	21014 09
							INSFC	127 77	383 31	1346 35
							INSNF	104 33	312 99	1332 45
							INSTL	23 51	70 53	117 54
							OTH	149 00	447 00	2235 00
							PETP	0 00	1,067 50	9945 50
							PFNB	1,100 00	4,555 00	26755 00
							PGNB	0 00	1,360 00	10030 00
							SUP10	0 00	0 00	1375 00
							SUPP9	130 00	390 00	1950 00
							TRUSTEE	115 00	345 00	1702 50
							TRUSTEE/2	0 00	0 00	700 00
							TRUSTEE/3	152 50	457 50	2287 50
							TRUSTEE/4	240 00	720 00	3600 00
							TXGSLC	208 50	625 50	3127 50
							NET PAY	171,318 96	503,313 14	2355507 90

VOL 170 PG 48A

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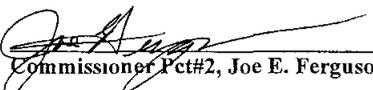
CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
135993-APC	08/15/05	UPSHUR CO CSCD BENEFITS ACCOUNT	960 83
135994-APC	08/15/05	UPSHUR CO CSCD BENEFITS ACCOUNT	25 61
135995-APC	08/15/05	NATIONWIDE RETIREMENT	212 21
135996-APC	08/15/05	FIRST NATIONAL BANK GILMER	34,954 58
135997-APC	08/15/05	FIRST NATIONAL BANK GILMER	17,503 92
135998-APC	08/15/05	GASA	1,324 55
135999-APC	08/15/05	GASA	210 00
136000-APC	08/15/05	UPSHUR COUNTY IRC/125	306 72
136001-APC	08/15/05	UPSHUR COUNTY IRC/125	139 37
136002-APC	08/15/05	UPSHUR COUNTY IRC/125	25 92
136003-APC	09/15/05	UPSHUR COUNTY IRC/125	62 85
136004-APC	08/15/05	UPSHUR COUNTY IRC/125	234 90
136005-APC	08/15/05	UPSHUR COUNTY IRC/125	3,402 68
136006-APC	08/15/05	ATTORNEY GENERAL OF TEXAS	149 00
136007-APC	08/15/05	FIRST NATIONAL BANK	1 100 00
136008-APC	08/15/05	UPSHUR COUNTY INSURANCE ACCOUNT	1 796 86
136009-APC	08/15/05	TXCSDU	28 00
136010-APC	08/15/05	TXCSDU	300 00
136011-APC	08/15/05	TXCSDU	181 13
136012-APC	08/15/05	OFFICE OF THE ATTORNEY GENERAL	128 16
136013-APC	08/15/05	OFFICE OF THE ATTORNEY GENERAL	112 50
136014-APC	08/15/05	TEXAS CHILD SUPPORT DISBURSEMENT UNIT	150 00
136015-APC	08/15/05	OFFICE OF THE ATTORNEY GENERAL	112 50
136016-APC	08/15/05	TCSDU	90 00
136017-APC	08/15/05	TXCSDU	25 50
136018-APC	08/15/05	SHARON KEMP #0539655371	120 00
136019-APC	08/15/05	STANDING CHAPTER THIRTEEN TRUSTEE	115 00
136020-APC	08/15/05	STANDING CHAPTER THIRTEEN TRUSTEE	152 50
136021-APC	08/15/05	STANDING CHAPTER THIRTEEN TRUSTEE	240 00
136022-APC	08/15/05	TG	208 50
136023-APC	08/15/05	VALIC	320 00
Total for All Payments -			64 953 85


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

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 AUG 15 A 11:57
UPSHUR COUNTY, TX
BY _____
DEPUTY

VOL 70 PG 482

UPSHUR COUNTY ROAD AND BRIDGE DEPARTMENT
P.O. Box 730
Gilmer, Texas 75644

Phone (903) 843-7623

Fax (903) 680-8114

I would like to request a budget amendment be made in the amount of \$6,00.00 be made out of line 10-611-3330 (Sand & Gravel) to be put in line 10-611-3210 (Diesel).

Thank you,



Bubba Pendarvis

FILED
ROBIN RIDDENBERG
COUNTY CLERK
2005 AUG 15 1 A 11: 56
UPSHUR COUNTY, TX.
BY _____
DEPUTY

UPSHUR COUNTY ROAD AND BRIDGE DEPARTMENT

**P.O. Box 730
Gilmer, Texas 75644**

Phone (903) 843-7623

Fax (903) 680-8114

I would like to request a budget amendment be made in the amount of \$5,00.00 be made out of line 10-611-3240 (Tires & Tubes) to be put in line 10-611-3210 (Diesel).

Thank you,



Bubba Pendarvis

**FILED
ROBIN RODENBERG
COUNTY CLERK
2005 AUG 15 A 11: 56
UPSHUR COUNTY, TX.
BY _____
DEPUTY**

UPSHUR COUNTY ROAD AND BRIDGE DEPARTMENT
P.O. Box 730
Gilmer, Texas 75644

Phone (903) 843-7623

Fax (903) 680-8114

I would like to request a budget amendment be made in the amount of \$2,00.00 be made out of line 10-611-3220 (Oil, Grease, Lubricants, Fluids) to be put in line 10-611-3210 (Diesel).

Thank you,



Bubba Pendarvis

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 AUG 15 1A 11: 56
UPSHUR COUNTY, TX.
BY _____
DEPUTY

VOL 70 - 486

UPSHUR COUNTY ROAD AND BRIDGE DEPARTMENT
P.O. Box 730
Gilmer, Texas 75644

Phone (903) 843-7623

Fax (903) 680-8114

I would like to request a budget amendment be made in the amount of \$10,00.00 be made out of line 10-611-3430 (Equipment Repair & Maint.) to be put in line 10-611-3210 (Diesel).

Thank you,



Bubba Pendarvis

RESTORE D.A. LINE ITEMS TO AMOUNTS PRIOR
TO ANY TRANSFERS AND ADD \$15000.00 FROM
RESOLVES TO INVESTIGATING

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 AUG 15 A 11:56
UPSHUR COUNTY, TX.
BY _____
DEPUTY



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

June 13, 2005

Upshur County
Attn: Ms Pam Long, County Auditor
P.O. Box 730
Gilmer, Texas 75644

Ladies and Gentlemen:

We are pleased to confirm our understanding of the services we are to provide Upshur County for the year ended September 30, 2004. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of Upshur County as of and for the year ended September 30, 2004. Also, the document we submit to you will include the following additional information that will be subjected to the auditing procedures applied in our audit of the financial statements:

1. Management's discussion and analysis.
2. Combining and individual fund statements.

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with U S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Upshur County and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. This report will include a statement that the report is intended solely for the information and use of the audit committee, management, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties

Management Responsibilities

Management is responsible for establishing and maintaining internal control and for compliance with laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will advise you in the preparation of your financial statements, but the responsibility for the financial statements remains with you. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

As part of the audit we will prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Identifying and ensuring that Upshur County complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Upshur County's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Procedures—Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on Upshur County's financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses.

and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2004 peer review letter of comment accompanies this letter.

We appreciate the opportunity to be of service to Upshur County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

PATRILO, BROWN & HILL, L.L.P.

Chris Pruitt, CPA

COPY

CP/as

RESPONSE:

This letter correctly sets forth the understanding of Upshur County.

By: _____

Title: _____

Date: _____

FILED
ROBIN ROEDERBERG
COUNTY CLERK
2005 AUG 15 1 A 11:56
UPSHUR COUNTY, TX.
BY _____
DEPUTY

TEXAS COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR

Terry Julian



P.O. Box 12985
Austin, Texas 78711
Voice: (512) 463-5505
Fax: (512) 463-3185
Agency Website: <http://www.tcjs.state.tx.us>
E-mail Address: director@tcjs.state.tx.us

August 4, 2005

Sheriff Anthony Betterton
Upshur County Sheriff
405 N. Titus
Gilmer, TX 75644

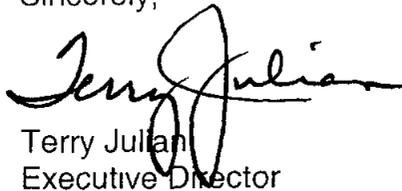
Dear Sheriff Betterton.

I have just signed a Certificate of Compliance attesting to your jail's compliance with Texas Minimum Jail Standards

Congratulations! This accomplishment demonstrates your continuing efforts to provide a safe and secure facility

The citizens of your county should be as proud of you as is the Jail Commission

Sincerely,


Terry Julian
Executive Director

TJ:sc

cc: Judge Dean Fowler, Upshur County

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 AUG 15 A 11: 56
UPSHUR COUNTY, TX.
BY _____
DEPUTY

**Texas Commission on Jail Standards
CERTIFICATE OF COMPLIANCE**

This is to certify that the

UPSHUR COUNTY JAIL

Has Been Duly Inspected On

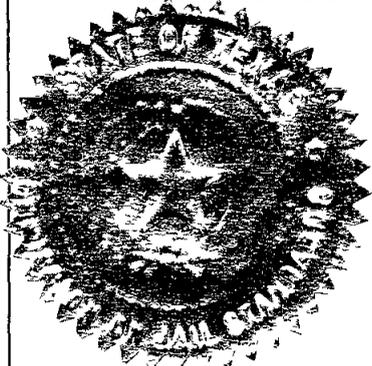
July 25, 2005

and Has Been Found That Date

To Be In Compliance With

The Minimum Jail Standards of the Texas Commission on Jail Standards

Under Authority of
Government Code,
Chapter 511




Terry Julian, Executive Director



VOL 70, no 494

TEXAS COMMISSION ON JAIL STANDARDS

UPSHUR COUNTY

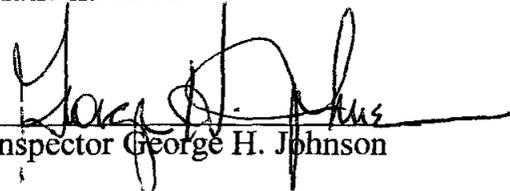
GILMER, TEXAS

SUBJECT: COUNTY JAIL INSPECTION REPORT

State Law requires periodic inspections of county jail facilities (VTCA, Local Government Code, Chapter 351, VTCA, Government Code, Chapter 511; Chapter 297.8, Texas Commission on Jail Standards).

- The facility was inspected on the date indicated below, and it was determined that deficiencies exist. You are urged: (1) to give these areas of noncompliance your serious and immediate consideration; and (2) to promptly initiate and complete appropriate corrective measures. The Commission is available to discuss or assist you with the appropriate corrective measures required.
- Failure to initiate and complete corrective measures following receipt of the Notice of Noncompliance may result in the issuance of a Remedial Order (Chapter 297.8, et seq.).
- This facility was inspected on the date indicated below. There were no deficiencies noted and upon review of this report by the Executive Director of the Texas Commission on Jail Standards, a certificate of Compliance may be issued per the requirements of VTCA, Chapter 511 and Texas Minimum Jail Standards.

Authenticated:


 Inspector George H. Johnson

July 25, 2005
 Date(s) of Inspection

cc: Judge
 Sheriff
 Inspector

Inter-office Use Only	
<hr style="border: 0; border-top: 1px solid black;"/> <p style="text-align: center;">Received by:</p>	
<hr style="border: 0; border-top: 1px solid black;"/> <p style="text-align: center;">Reviewed by: Date</p>	

Individuals and/or entities regulated by the Texas Commission on Jail Standards shall direct all complaints regarding the commission procedures and functions to the Executive Director at:

P.O. Box 12985, Austin, Texas 78711 (512)463-5505, Fax (512)463-3185

George Johnson
 George Johnson-T.C.J.S. Inspector

**TEXAS COMMISSION ON JAIL STANDARDS
 REQUIREMENTS REVIEW**

County: Upshur

Date: July 25, 2005

		REVIEWED BY	COMMENTS
259	New Construction	<i>George Johnson</i>	Conducted a walk through inspection of the facility
261	Existing Construction	<i>George Johnson</i>	Not applicable.
263	Life Safety.	<i>George Johnson</i>	Inspected life safety equipment and conducted and observed emergency drill Reviewed documentation. Conducted staff interviews Technical assistance provided
265	Admission	<i>George Johnson</i>	Reviewed a random sample of twenty five inmate files Interviewed staff. Reviewed policy
267	Release	<i>George Johnson</i>	Reviewed a random sample of five inmate files Interviewed staff.
269	Records and Procedures	<i>George Johnson</i>	Reviewed policy and documentation. Interviewed staff and reviewed ADA compliance evaluation.
271	Classification	<i>George Johnson</i>	Reviewed a random selection of twenty five inmate files Reviewed staff training records Reviewed internal classification audits. Reviewed policy. Interviewed staff
273	Health Services	<i>George Johnson</i>	Reviewed a random selection of fifteen files. Interviewed staff and inmates Reviewed training records Reviewed policy.
275	Supervision/Staff - Adequate, Qualified	<i>George Johnson</i>	Reviewed a random selection of ten officer TCLEOSE certification records. Reviewed officer documentation Interviewed staff.
277	Personal Hygiene	<i>George Johnson</i>	Conducted a facility walk through Reviewed facility schedule
279	Sanitation	<i>George Johnson</i>	Conducted a facility walk through Interviewed staff and inmates Reviewed policy
281	Food Service	<i>George Johnson</i>	Conducted walk through inspection in kitchen area. Interviewed staff and discussed issues concerning diabetic diets Reviewed documentation
283.1	Discipline	<i>George Johnson</i>	Reviewed ten disciplinary hearing records. Interviewed staff and inmates Reviewed policy Reviewed inmate rules
283.2	Grievance	<i>George Johnson</i>	Reviewed five inmate grievances with staff response Reviewed policy. Interviewed staff and inmates

285	Exercise	<i>George Johnson</i>	Walk through of exercise area conducted Reviewed documentation Interviewed staff and inmates.
287	Education and Library	<i>George Johnson</i>	Reviewed policy and schedule Interviewed staff and inmates.
289	Work Assignments	<i>George Johnson</i>	Reviewed policy and schedule Interviewed staff and inmates
291.1	Telephone	<i>George Johnson</i>	Reviewed policy and schedule. Interviewed staff and inmates
291.2	Correspondence	<i>George Johnson</i>	Reviewed policy and schedule Interviewed staff and inmates
291.3	Commissary	<i>George Johnson</i>	Reviewed policy and schedule. Interviewed staff and inmates.
291.4	Visitation	<i>George Johnson</i>	Reviewed policy and schedule. Interviewed staff and inmates
291.5	Religious Practices	<i>George Johnson</i>	Reviewed policy and schedule Interviewed staff and inmates
xxx	Variances	<i>George Johnson</i>	Not applicable
xxx	Remedial Orders	<i>George Johnson</i>	Not applicable
xxx	Complaints	<i>George Johnson</i>	Not applicable.

FILED
 ROBIN RODENBERG
 COUNTY CLERK
 2005 AUG 15 A 11:56
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

TEXAS COMMISSION ON JAIL STANDARDS
Annual Jail Report

County Upshur
 Sheriff Anthony Betterton Judge Dean Fowler
 Jail Administrator Bobby Sanders Inspector George Johnson **(GJ)**

Last Inspection 8/3/2004 Certified Yes No Inspection Date(s) 7/25/2005
 Remedial Order Yes No Effect Not applicable
 Reportable Incidents Previous 12 months: Fires 0 Deaths 0 Suicides 0
 Escapes 0 (Walkaway 0) Secured 0
 Date Plans Approved 12/20/1999

1. Facility Name UPSHUR COUNTY JAIL
 Address 405 N Titus Gilmer, TX Zip Code 75644
 Phone # (903) 843-2541 Fax # (903) 843-3204
 Built 1987 Renovated N/A Addition 1998

Type Max Drill Time 1Min00Sec
 Number of Variances 0
 Facility Capacity 226
 Average Daily Population 165
 Population this Date 203

2. Facility Name _____
 Address _____ Zip Code _____
 Phone # _____ Fax # _____
 Built _____ Renovated _____ Addition _____

Type _____ Drill Time _____
 Number of Variances _____
 Facility Capacity _____
 Average Daily Population _____
 Population this Date _____

3. Facility Name _____
 Address _____ Zip Code _____
 Phone # _____ Fax # _____
 Built _____ Renovated _____ Addition _____

Type _____ Drill Time _____
 Number of Variances _____
 Facility Capacity _____
 Average Daily Population _____
 Population this Date _____

Housing Capacity <u>226</u> Cells Capacity Sep Cells <u>20</u> <u>20</u> Single Cells <u>16</u> <u>16</u> M O Cells <u>26</u> <u>190</u> Dorms <u>0</u> <u>0</u> Neg Press Cells <u>0</u> <u>0</u> Medical Cells <u>0</u> <u>0</u>		Holding/Detox/Violent Capacity <u>15</u> Cells Capacity Holding Cells <u>3</u> <u>9</u> Detoxification Cells <u>1</u> <u>6</u> Violent Cells <u>0</u> <u>0</u>		Females <u>42</u> (Female Population Today) # of Cells <u>6</u> # of Bunks <u>48</u>	
Construction Security Level Minimum Capacity <u>0</u> Medium Capacity <u>0</u> Maximum Capacity <u>226</u>				Contract Inmates 100 + Capacity (30% + Non - TX) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Population: (During inspection) Housing 203 Hold/Detox/Violent 3 Total System Population 206
 Total Inspection Time 6 5 Hours Total Average Daily Population 165

Interview with Court Representative Yes No

Anthony Betterton
 Sheriff
Bobby Sanders

Spoke to Judge over the Phone
 Commissioner's Court Representative **(GJ)**

Cody Berry
First Party Signature

Dean Fowler
County Judge - Dean Fowler

Street or Box
P. O. Box 1094

Commissioner, Prec. 1 - James Crittenden

City, State and Zip Code
Gilmer, TX 75644

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

Telephone & Fax
903-790-0553

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

Cody Berry
Timber Owner

Gary Drennan
Commissioner, Prec. 4 - Gary Drennan

Date Signed

AUGUST 15, 2005
Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED
ROBIN RODEBERG
COUNTY CLERK
2005 AUG 15 A 11: 54
L. SHERA COUNTY, TX.
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2

DATE August 11, 2005

Formal notice is hereby given that Cory Turman, whose principal address is 1588 Zinnia, does hereby purpose to place a culvert within the ROW of County Road Zinnia. 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 August, 2005. I, Cory Turman, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: Cory Turman
TELEPHONE: 903-738-1066

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 August 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.

VOL 70 PG 500

- 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 August, 2005.

Dean Fowler
County Judge -Dean Fowler

Commissioner, Precinct #1, James Crittenden

Joe Ferguson
Commissioner, Precinct #2, Joe Ferguson

Lloyd Crabtree
Commissioner, Precinct #3, Lloyd Crabtree

Gary Drennan
Commissioner, Precinct #4, Gary Drennan

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 AUG 15 A 11:55
UPSHUR COUNTY, TX.
BY _____
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2

DATE July 25, 2005

Formal notice is hereby given that Steven Mitchell, whose principal address is 2501 N. Eastman Rd. Apt 700 G, 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 29th day of July, 2005. I, Steven Mitchell, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: Steven Mitchell
TELEPHONE: 903-236-7855 903-918-0814

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 July 25, 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.

70 PG 502

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 AUGUST, 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 Drennan
Commissioner, Precinct #4, Gary Drennan

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 AUG 15 11:54
SHER COUNTY, TX.
CLERK

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2

DATE July 27, 2005

Formal notice is hereby given that Robert Hall, whose principal address is 1331 Lake Drive, Longview, TX 75601, does hereby purpose to place a culvert within the ROW of County Road Davidson. 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 29th day of July, 2005. I, Robert Hall, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: Robert Hall
TELEPHONE: 903-235-2354

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 July 27, 2005, except as noted below:

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

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

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

VOL 70 PG 507

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 August, 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 Drennan
Commissioner, Precinct #4, Gary Drennan

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 AUG 15 A 11: 54
CASS COUNTY, TX.
BY _____
DEPUTY

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

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

Date: 8-04-05

EXPIRES: 11-4-05

Formal notice is hereby given that Enbridge Pipelines (NE Texas), L.P. proposes to place a 6 inch steel gas line within the right-of way of County Road Suffolk Rd. as follows:

SEE ATTACHED PLAT FOR SPECIFICATIONS.

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 10th day of August, 2005

Firm: Enbridge Pipelines (NE Texas), L P
By: Steve Carter
Title: Right-Of-Way Manager
Address: 540 Private Road 2297
Longview, TX 75604
903/248-0455

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

APPROVAL

TO Enbridge Pipelines
540 PR 2297
Longview, TX 75604

DATE _____

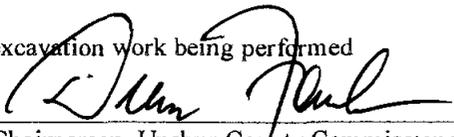
The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed _____ line as shown by accompanying drawings and notice dated _____, except as noted below

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

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

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

APPROVED: _____
County Engineer

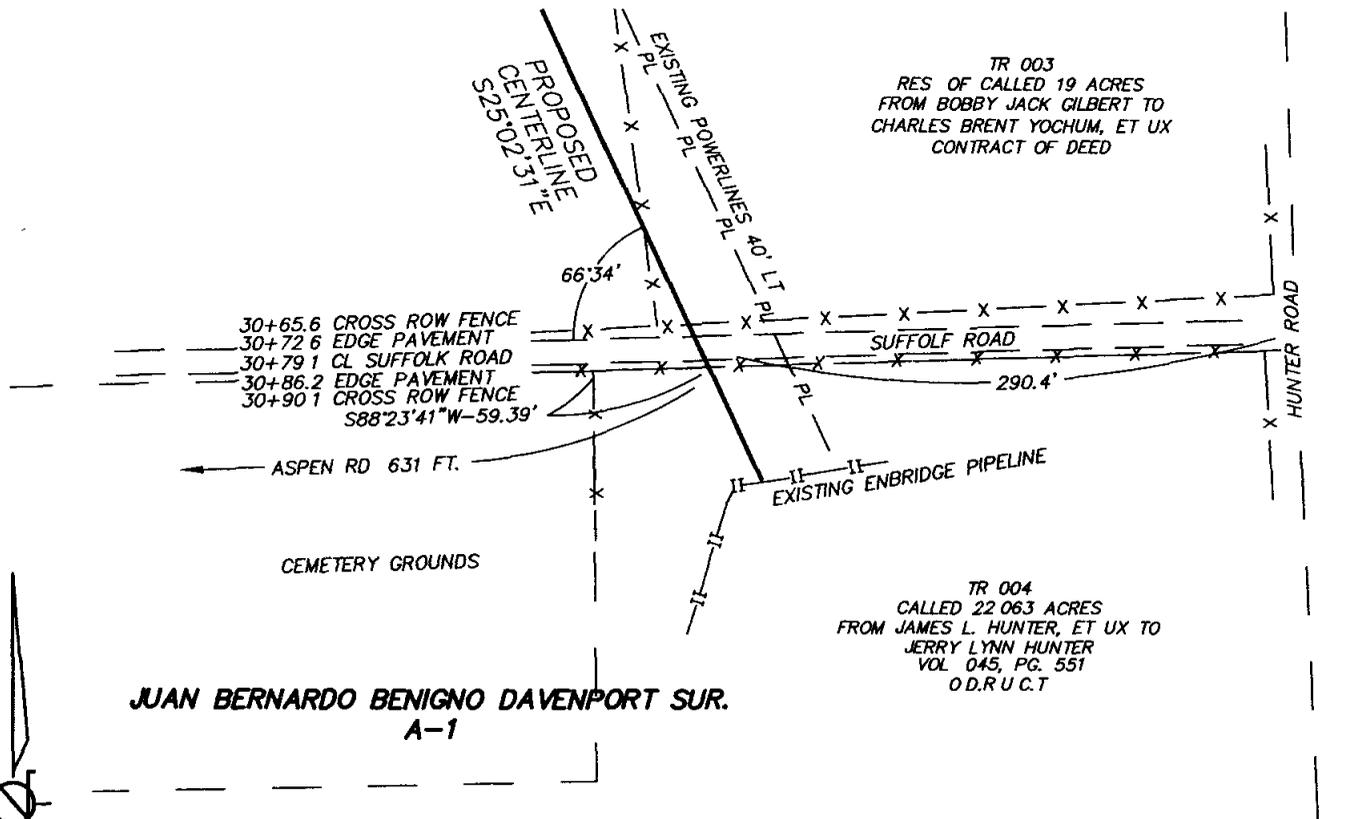
APPROVED: 
Chairperson, Upshur County Commissioners Court

FILED
ROBIN RODRIGUEZ
COUNTY CLERK
2005 AUG 15 11:50 AM
UPSHUR COUNTY TEXAS

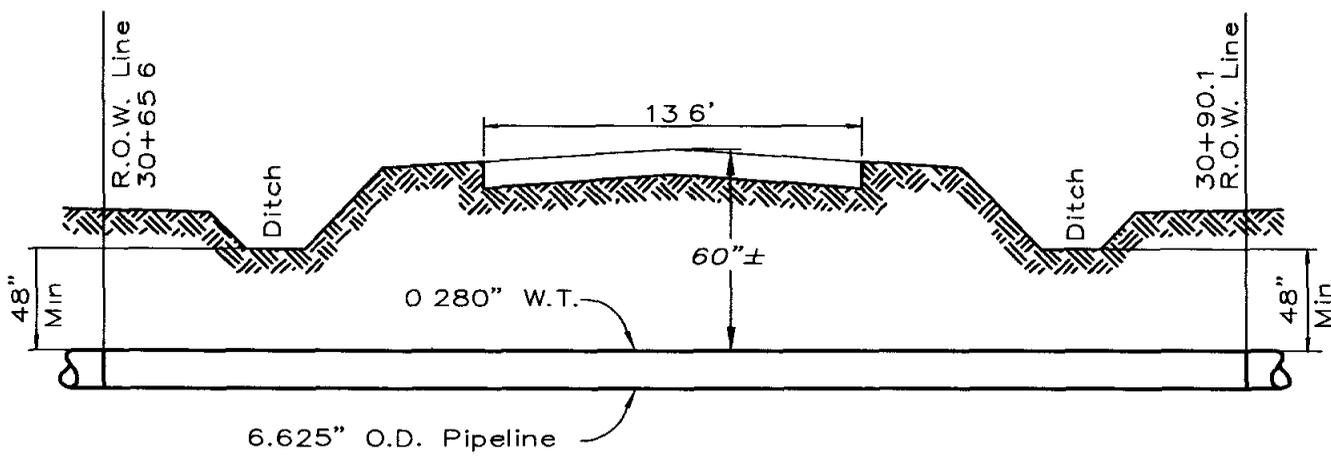
TR 003
RES OF CALLED 19 ACRES
FROM BOBBY JACK GILBERT TO
CHARLES BRENT YOCHUM, ET UX
CONTRACT OF DEED

PROPOSED
CENTERLINE
S25°02'31"E

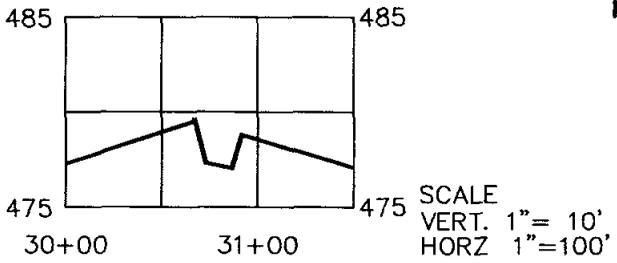
EXISTING POWERLINES 40' LT
PL
PL
PL
PL



TR 004
CALLED 22 063 ACRES
FROM JAMES L. HUNTER, ET UX TO
JERRY LYNN HUNTER
VOL. 045, PG. 551
O.D.R.U.C.T



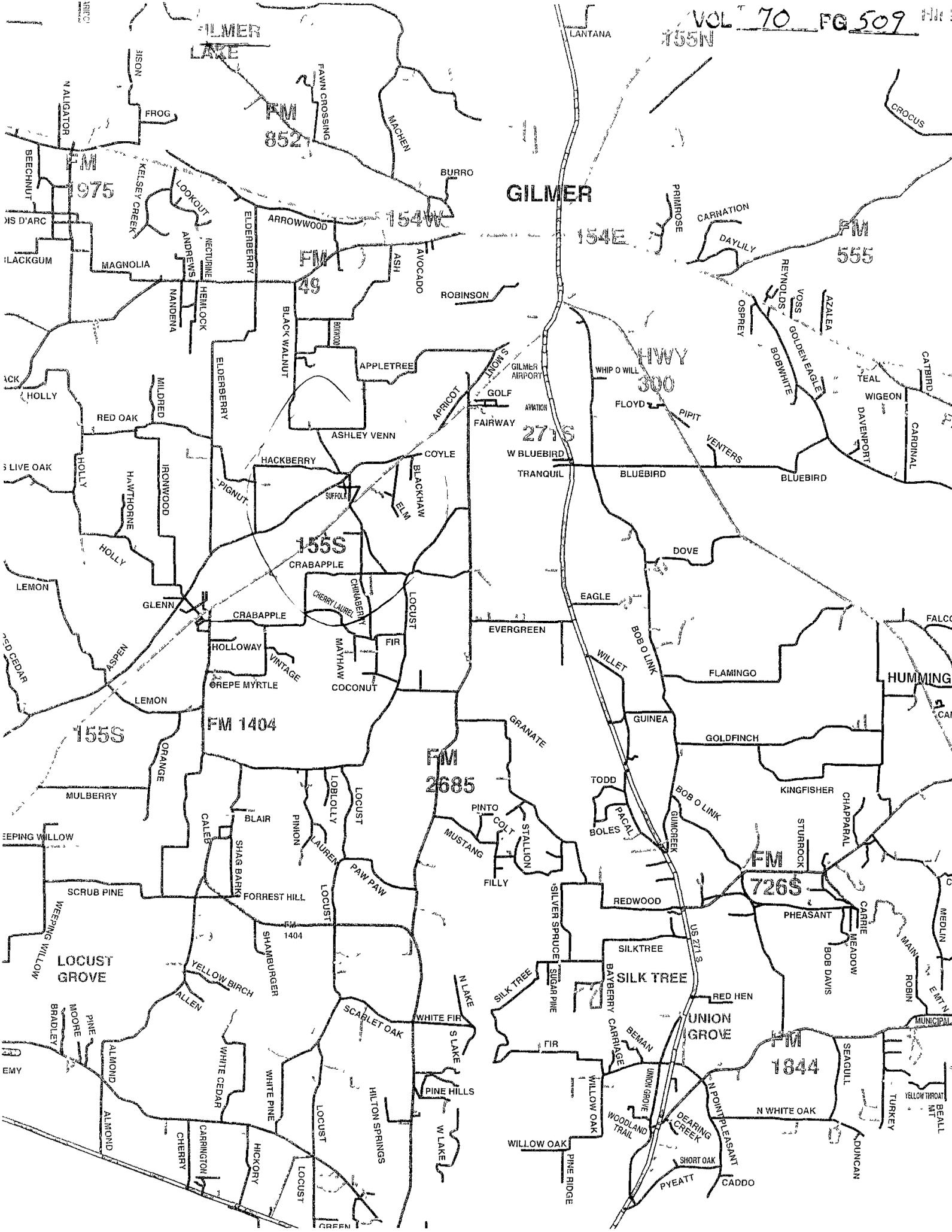
ELEVATION VIEW OF PIPELINE CROSSING ROAD
NOT TO SCALE



STEEL CARRIER PIPE

PIPE DESCRIPTION: 6.625" o.d.. X 280" wall, X-42, ERW
CLASS LOCATION: class 2
DESIGN FACTOR: 60
COATING: 20 to 25 mils FBE
DESIGN PRESSURE: 2130 P.S.I.
TEST PRESSURE: 2160 min. p.s.i
2190 max p.s.i

ENBRIDGE PIPELINES (NE TEXAS) L.P. LONGVIEW, TEXAS		
MEDICINE BOW HUNTER NO. 2 PROPOSED GAS PIPELINE CROSSING ON SUFFOLK RD. 831 FT. NORTHEAST OF ASPEN RD. HARRISON COUNTY, TEXAS		
SCALE	DRAWN BY	DATE
1" = 100'	T.M.C	01/07/99



GILMER

GILMER AIRPORT
GOLF FAIRWAY
W BLUEBIRD

FM 852

FM 1975

FM 154W

FM 49

FM 155S

FM 1404

FM 2685

FM 726S

FM 1844

155N

154E

HWY 300

271S

155S

HUMMINGBIRD

LOCUST GROVE

UNION GROVE

BEALL

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

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

Date 8-04-05
EXPIRES. 11-04-05

Formal notice is hereby given that Enbridge Pipelines (NE Texas), L.P. proposes to place a 6 inch steel gas line within the right-of way of County Road Hackberry Rd. as follows:

SEE ATTACHED PLAT FOR SPECIFICATIONS

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 10th day of August, 2005

Firm: Enbridge Pipelines (NE Texas), L.P.
By: Steve Carter
Title: Right-Of-Way Manager
Address: 540 Private Road 2297
Longview, TX 75604
903/248-0455

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

APPROVAL

TO Embridge Pipelines
540 PR 2297
Longview, TX 75604

DATE _____

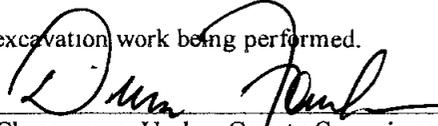
The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed gas line as shown by accompanying drawings and notice dated August 4, 2005, except as noted below

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

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

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

APPROVED _____
County Engineer

APPROVED: 
Chairperson, Upshur County Commissioners Court

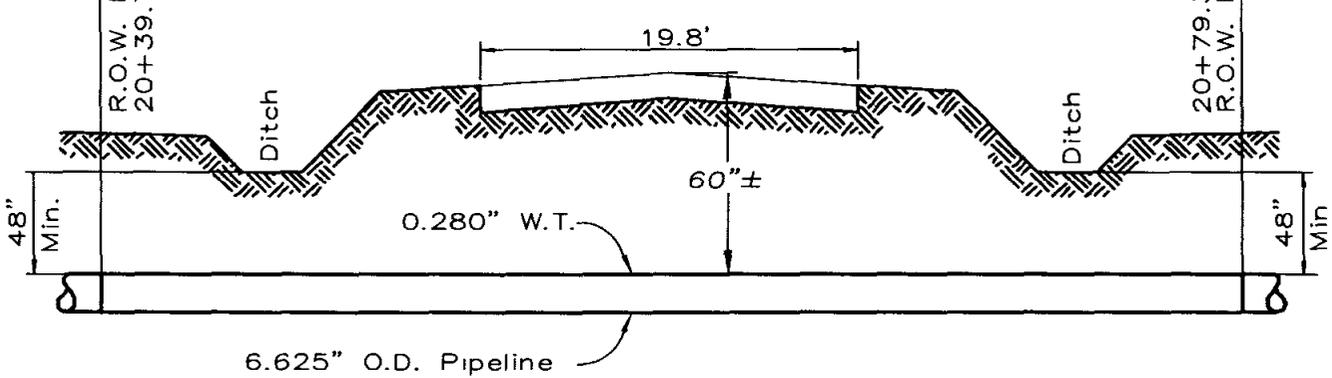
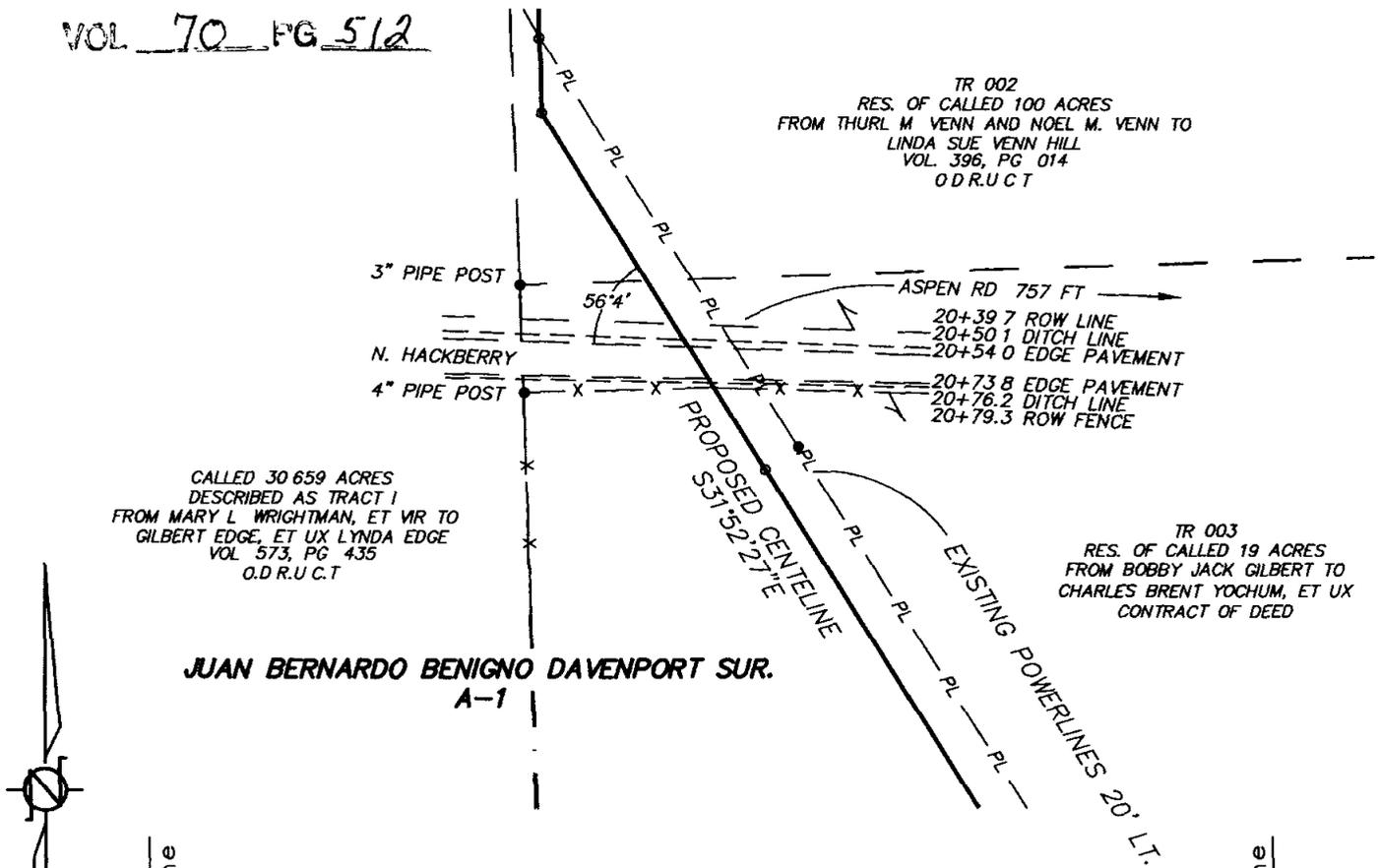
FILED
ROBIN ROEMER,
COUNTY CLERK
2005 AUG 15 AM 11:04
UPSHUR COUNTY, TX
CY DEPUTY

TR 002
RES. OF CALLED 100 ACRES
FROM THURL M. VENN AND NOEL M. VENN TO
LINDA SUE VENN HILL
VOL. 396, PG 014
O.D.R.U.C.T

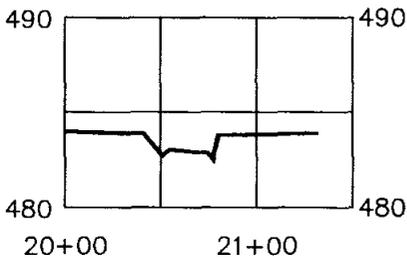
CALLED 30 659 ACRES
DESCRIBED AS TRACT I
FROM MARY L. WRIGHTMAN, ET VIR TO
GILBERT EDGE, ET UX LYNDA EDGE
VOL. 573, PG 435
O.D.R.U.C.T

TR 003
RES. OF CALLED 19 ACRES
FROM BOBBY JACK GILBERT TO
CHARLES BRENT YOCHUM, ET UX
CONTRACT OF DEED

JUAN BERNARDO BENIGNO DAVENPORT SUR.
A-1



ELEVATION VIEW OF PIPELINE CROSSING ROAD
NOT TO SCALE



SCALE
VERT 1"= 10'
HORIZ. 1"=100'

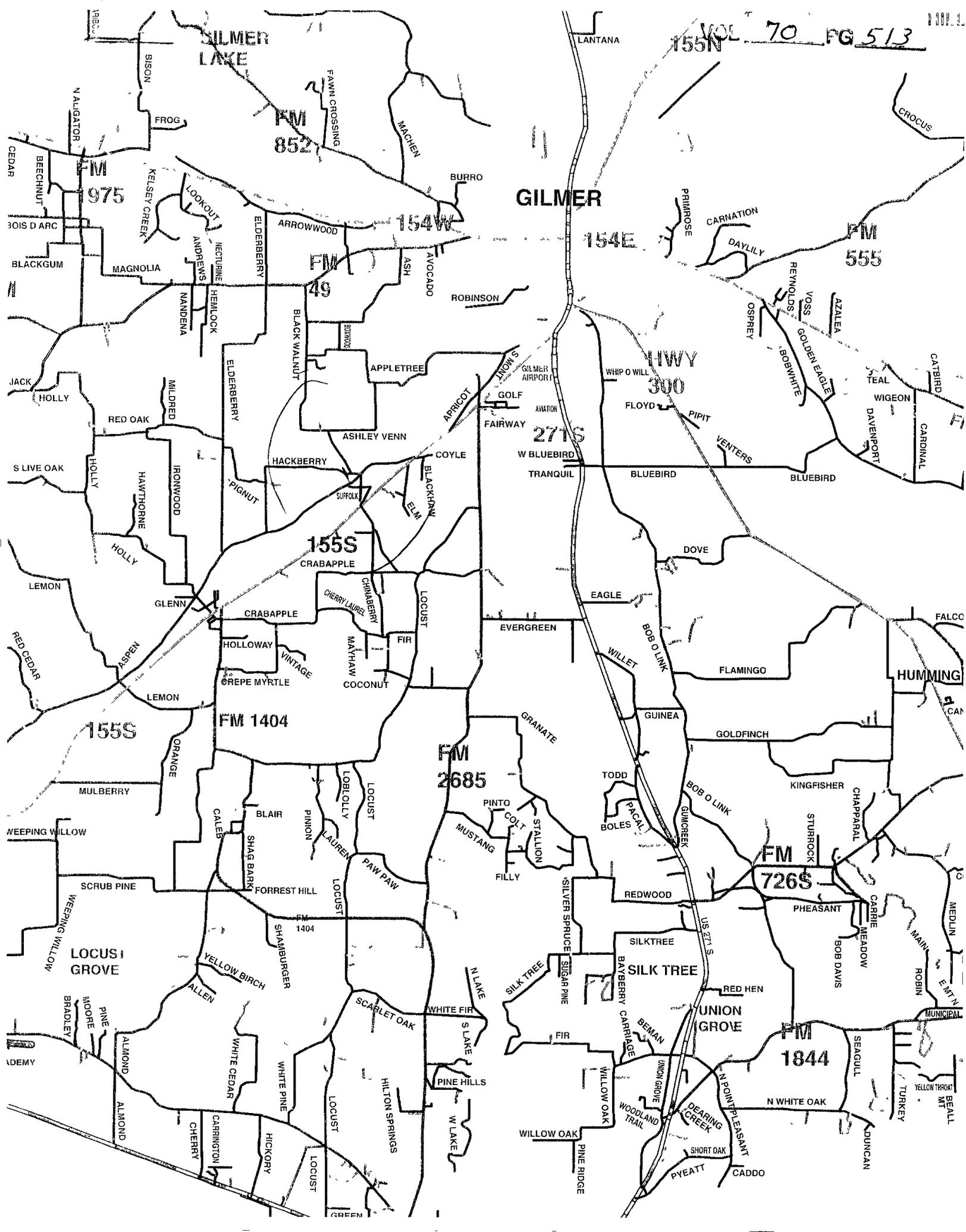
STEEL CARRIER PIPE

PIPE DESCRIPTION: 6.625" o.d. X 280" wall, X-42, ERW
CLASS LOCATION: class 2
DESIGN FACTOR: .60
COATING: 20 to 25 mils FBE
DESIGN PRESSURE: 2130 P.S.I.
TEST PRESSURE: 2160 min. p.s.i.
2190 max p.s.i.

ENBRIDGE PIPELINES (NE TEXAS) L.P.
LONGVIEW, TEXAS

MEDICINE BOW
HUNTER NO. 2
PROPOSED GAS PIPELINE CROSSING
ON HACKBERRY
757 FT. WEST OF ASPEN RD.
HARRISON COUNTY, TEXAS

SCALE	DRAWN BY	DATE
1" = 100'	T.M.C	01/07/99



GILMER LAKE

GILMER

FM 852

FM 975

FM 49

FM 555

HWY 300

271S

155S

FM 1404

FM 2685

FM 7265

FM 1844

155N

154W

154E

155S

155S

FM 1404

LOCUS GROVE

SILK TREE

UNION GROVE

N WHITE OAK

ADEMY

ALMOND

ALLEN

WHITE CEDAR

WHITE PINE

SCARLET OAK

WHITE FIR

SLAKE

PINE HILLS

W LAKE

HILTON SPRINGS

GREEN

WILLOW OAK

PINE RIDGE

WILLOW OAK

WOODLAND TRAIL

DEARING CREEK

SHORT OAK

PYEATT

CADDO

DUNCAN

ADUNCAN

TURKEY

BEALL

MT

YELLOW THROAT

SEAGULL

N WHITE OAK

BOB DAVIS

MEADOW

CARRIE

PHOENIX

STURROCK

CHAPARRAL

KINGFISHER

GOLDFINCH

FLAMINGO

BOB O LINK

GUINEA

WILLET

EVERGREEN

LOCUST

FIR

COCONUT

MATHAW

CHERRY LAUREL

CRABAPPLE

GLAZEBERRY

LOCUST

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

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

Date: 8-04-05

EXPIRES: 11-4-05

Formal notice is hereby given that Enbridge Pipelines (NE Texas), L.P. proposes to place a 6 inch steel gas line within the right-of way of County Road Aspen Rd. as follows:

SEE ATTACHED PLAT FOR SPECIFICATIONS

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 10th day of August, 2005.

Firm: Enbridge Pipelines (NE Texas), L.P.
By: Steve Carter
Title: Right-Of-Way Manager
Address: 540 Private Road 2297
Longview, TX 75604
903/248-0455

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

APPROVAL

TO Enbridge Pipelines
540 PR 2297
Longview, TX 75604

DATE _____

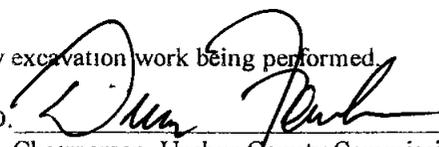
The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed _____ gas line as shown by accompanying drawings and notice dated August 4, 2005, except as noted below

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

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

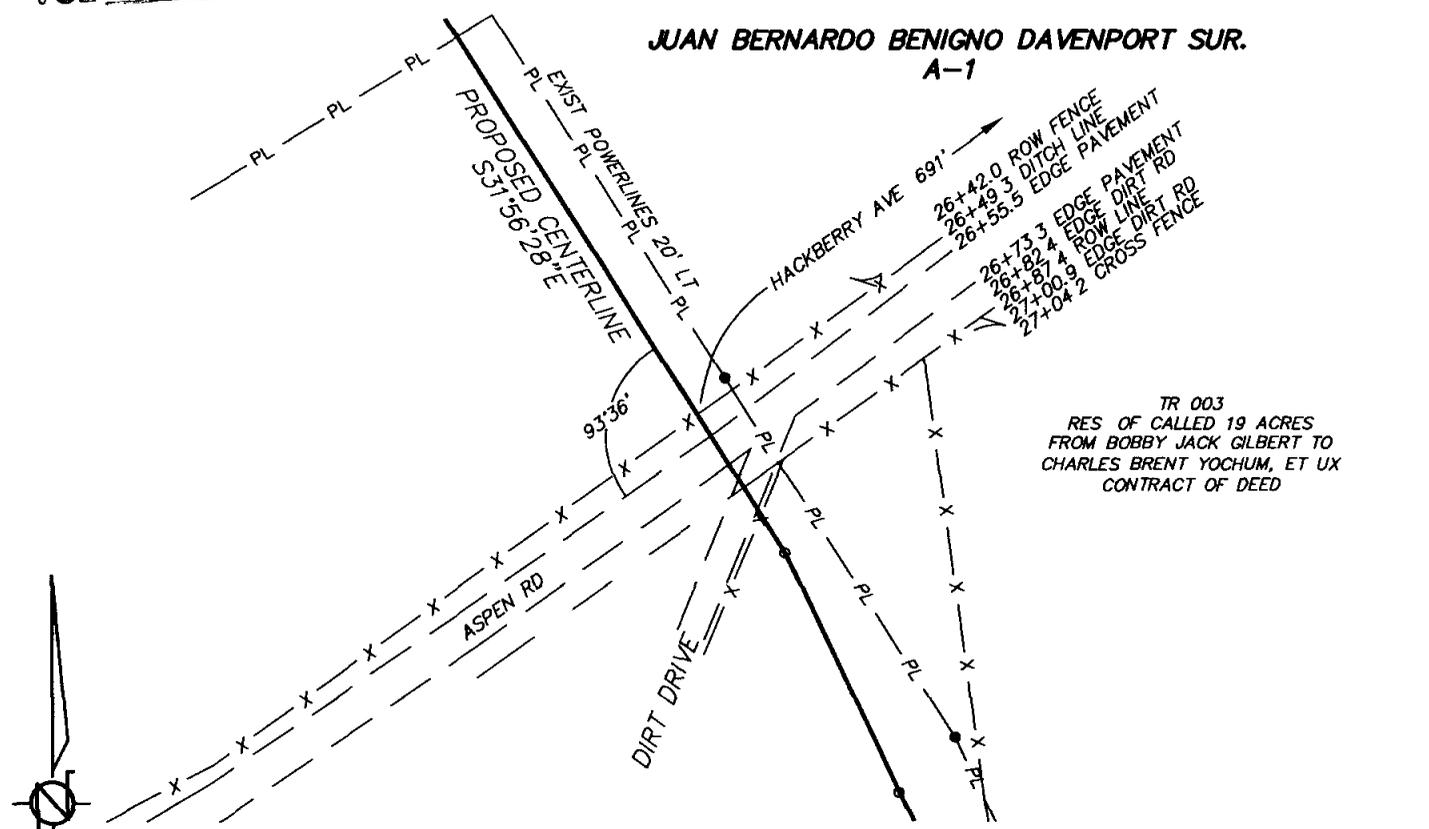
- 1 All ground lines are to be installed a minimum of 36 inches below the flowline of the adjacent drainage or borrow ditch
 - 2 All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers All surplus material shall be removed from the right-of-way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

FILED
 ROBIN ROBERTS
 COUNTY CLERK
 2005 AUG 11 11:54
 UP SHUR COUNTY TEXAS
 BY _____
 County Engineer

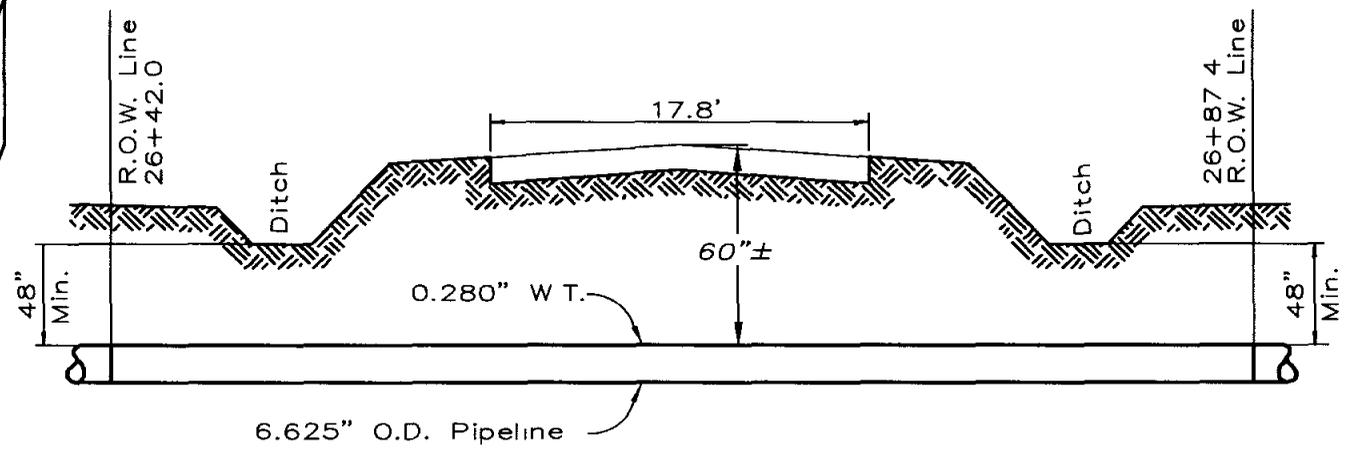
APPROVED: 

 Chairperson, Upshur County Commissioners Court

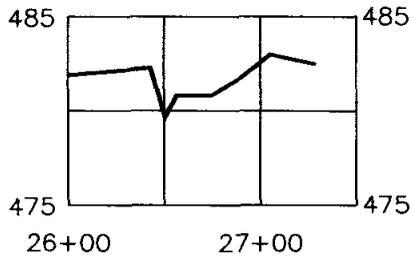
JUAN BERNARDO BENIGNO DAVENPORT SUR.
A-1



TR 003
RES OF CALLED 19 ACRES
FROM BOBBY JACK GILBERT TO
CHARLES BRENT YOCHUM, ET UX
CONTRACT OF DEED



ELEVATION VIEW OF PIPELINE CROSSING ROAD
NOT TO SCALE

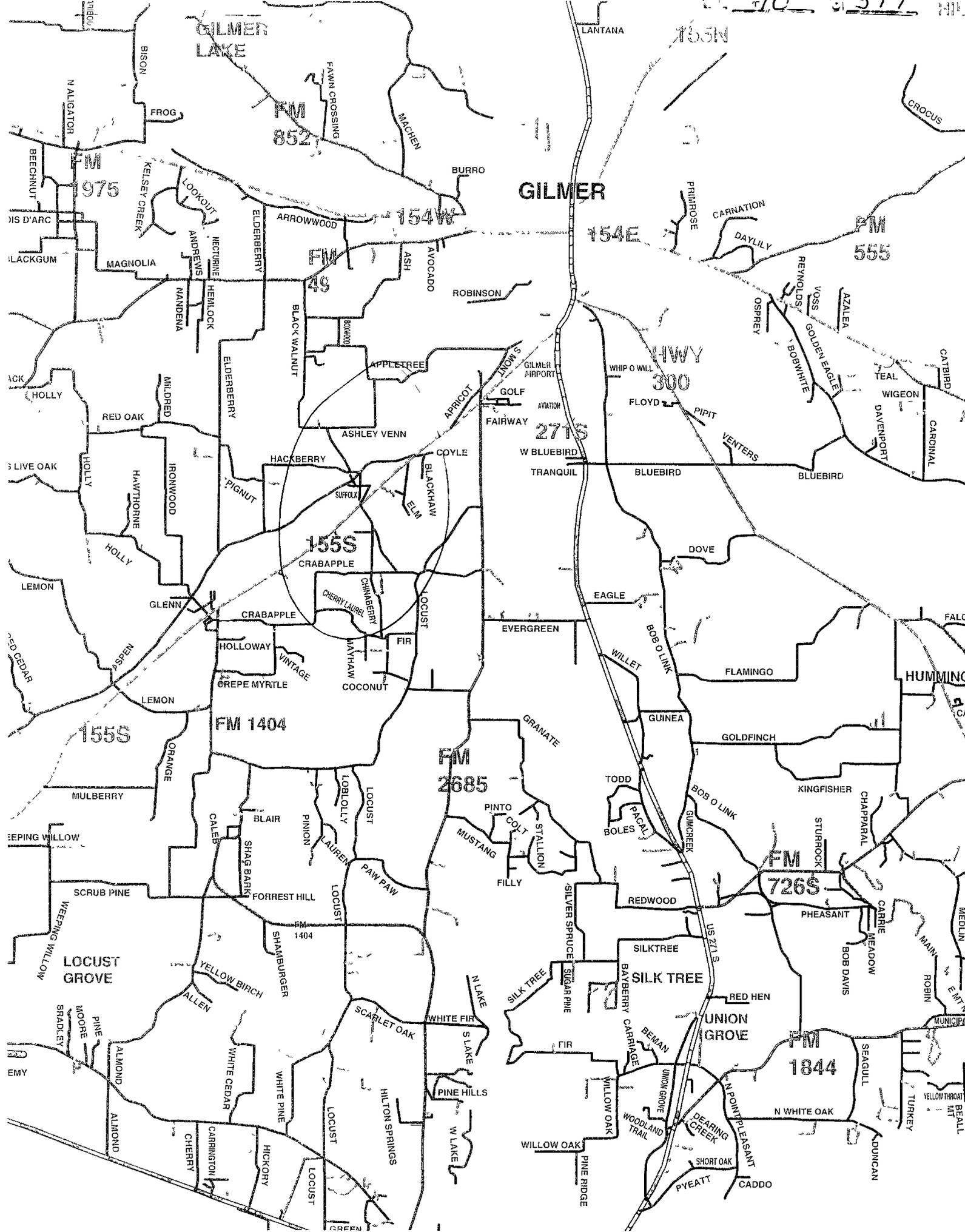


SCALE
VERT. 1" = 10'
HORIZ. 1" = 100'

ENBRIDGE PIPELINES (NE TEXAS) L.P. LONGVIEW, TEXAS		
MEDICINE BOW HUNTER NO. 2 PROPOSED GAS PIPELINE CROSSING ON ASPEN ROAD 691 FT. SOUTHWEST OF HACKBERRY RD. HARRISON COUNTY, TEXAS		
SCALE	DRAWN BY	DATE
1" = 100'	T.M.C	01/07/99

STEEL CARRIER PIPE

PIPE DESCRIPTION: 6.625" o.d. X 280" wall, X-42, ERW
CLASS LOCATION: class 2
DESIGN FACTOR: 60
COATING: 20 to 25 mils FBE
DESIGN PRESSURE: 2130 P.S.I.
TEST PRESSURE: 2160 min p.s.i.
 2190 max psi



**UPSHUR/MARION COUNTY CSCD
COMMUNITY SERVICE RESTITUTION**

**WAIVER, RELEASE OF LIABILITY
AND
INDEMNIFICATION AGREEMENT**

Name of Community Service Organization _____ County of Upshur

do hereby relieve Upshur/Marion County CSCD (community supervision and corrections department), its officers, employees, agents and community service workers from any and all liabilities, claims, demands or causes of any action that might result in personal injury, damage, loss or harm as a consequence of the operation of motorized lawn equipment.

By this Agreement, this CSO intends to forever release, discharge and absolve Upshur/Marion County CSCD from any and all liability for any active or passive negligence whatsoever by Upshur/Marion County CSCD and to waive and relinquish any claim or cause of action against Upshur/Marion County CSCD for any injury, damage, loss or harm and promise not to sue or exercise any legal right to seek damages from Upshur/Marion County CSCD.

Community Service Organization: _____

Agent signature: _____

Date: _____



Director Upshur/Marion Co. CSCD: _____

Date: 8-4-05

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 AUG 15 1 A 11: 55
UPSHUR COUNTY, TX.
BY _____
DEPUTY

ALTERNATE JUDGES FOR 2005/006 ELECTION YEAR
(JUDGE FOR PCT 11)

- 1 MARY JO MOORE
- 2 JIMMY CAUGHRON
- 3 MICHEAL HART
- 4 DENNIS MEDLIN
- 5 MISSY PYLE
- 6 MARY TIDWELL
- 7 ROBERT BENNETT
- 8 CHARLES NARRAMORE
- 9 JUREL WHITE
- 10 DEBRA MONTS
- 11 A.D HENSON **JUDGE**
- 12 MARTHA GOOLSBY
- 13 ANN GLENN
- 14 JOY MUNOZ
- 15 RANDY RODEN
- 16 BEVERLY HARSELLS
- 17 JOAN WARREN
- 18 BOB RAMING
- 19 JOYCE MOON
- 20 DANNY LANGFORD

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 AUG 15 A 11: 55
UPSHUR COUNTY, TX.
BY _____
DEPUTY

ALTERNATE JUDGE FOR CENTRAL COUNTING

DWIGHT BRANNON

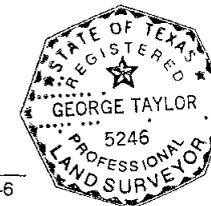
LAND SURVEYING SERVICES
 200 E Upshur St. Gladewater, Texas (903) 845-7508

PLAT OF SURVEY

Showing the AMMENDED re-plat of the North line of Lot 17 being the South line of Lot 18, Section W-1 of the Lake Gladewater Subdivision as shown on Plat thereof recorded in Book 3, Page 472 of the Plat Records of Upshur County, Texas

SURVEYED AUGUST 2005 BY

George Taylor
 GEORGE TAYLOR, R.P.L.S. No 5246

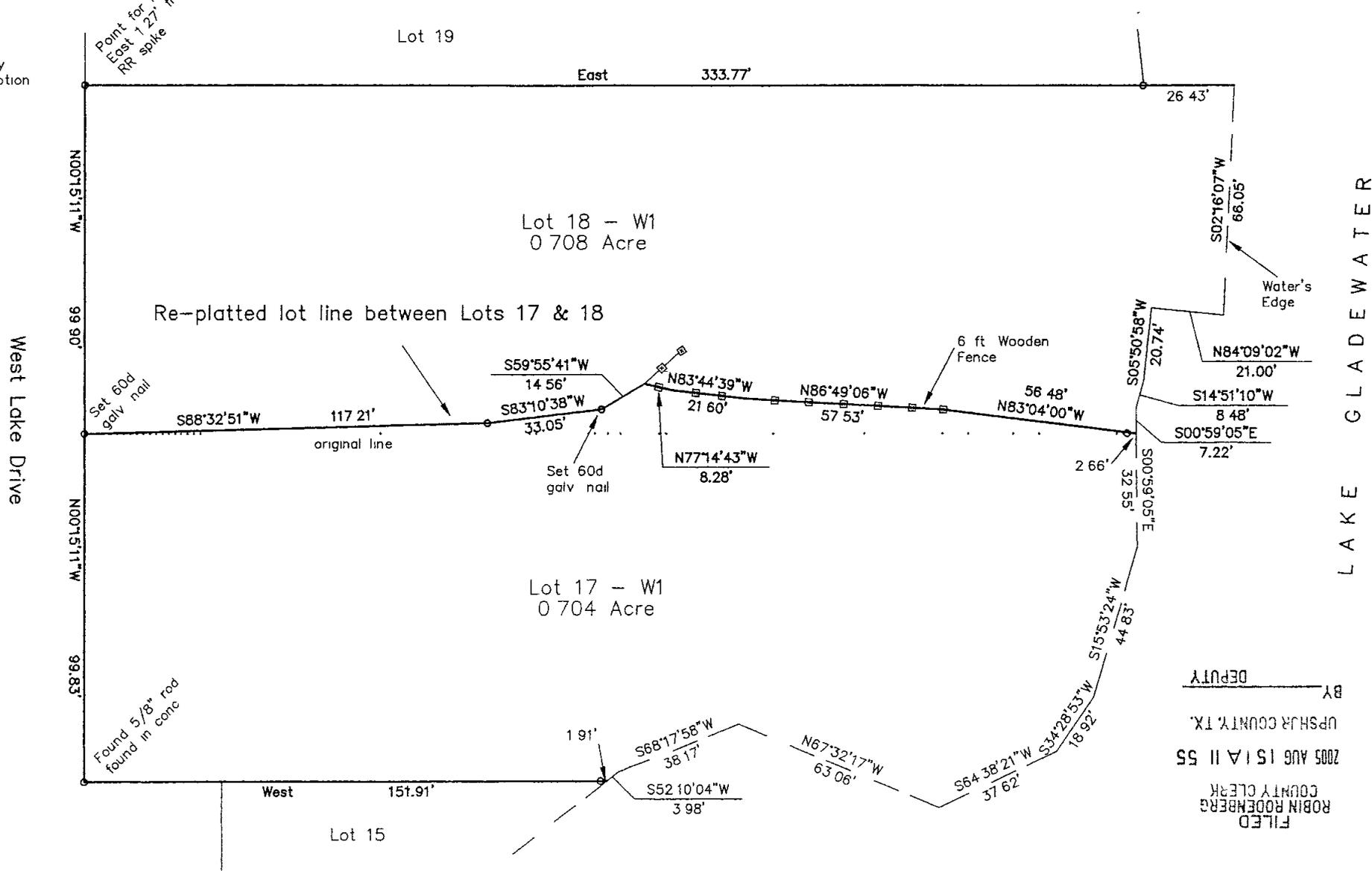


Bearing Basis East - West
 The North line of Lot 19 produced
 by 3/4" pipe found for NEC &
 1/2" rebar found for NWC

Scale 1" = 30'
 Job No 050955

See Field Notes of this survey
 for a written boundary description

o Denotes set 1/2" rebar,
 except as noted



FILED
 ROBIN RODENBERG
 COUNTY CLERK
 2005 AUG 15 11 55
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

VOL 70 PG 520

EAST TEXAS COUNCIL OF GOVERNMENTS**INTERLOCAL SERVICE AGREEMENT FOR ENHANCED 9-1-1****PROGRAM Parties and Purpose**

1.1. The East Texas Council of Governments (ETCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. ETCOG has developed a Strategic Plan to establish and maintain 9-1-1 emergency telephone service in this State Planning Region and the Texas Commission on State Emergency Communications has approved its plan.

1.2. **UPSHUR County** is a Texas county that has agreed to participate in implementing the Strategic Plan as authorized by chapter 771 of the Health and Safety Code.

1.3. This contract is entered into between East Texas Council of Governments and Upshur County, under chapter 791 of the Government Code so that Upshur County Sheriff's Department, hereinafter referred to as Public Agency, can participate with East Texas Council of Governments in implementing the enhanced 9-1-1 emergency telephone system in the Region.

Cooperative Purchasing

2.1. East Texas Council of Governments owns or leases all 9-1-1 equipment and software on behalf of Public Agency with emergency service fees paid by the exchange carriers to the Texas State Comptroller and appropriated by the legislature to the East Texas Council of Governments. Public Agency is authorized to use the 9-1-1 equipment as stipulated within this agreement for establishing and maintaining enhanced emergency telephone services.

2.2. Public Agency agrees not to encumber, transfer, or otherwise dispose of the 9-1-1 equipment.

2.3. Public Agency agrees not to relocate 9-1-1 answering point without 180 days written notice to East Texas Council of Governments. East Texas Council of Governments has all authority for implementing the relocation of 9-1-1 equipment and acquiring funding for such relocation.

2.4. Paragraphs 3.1 and 3.2 survive the expiration or early termination of this contract and continue in effect so long as Public Agency uses the 9-1-1 equipment.

Effective Date and Term of Contract

3.1. This contract is effective September 1, 2005 and ends August 31, 2007, unless sooner terminated under paragraph 10.1 or upon change of agency administrator.

Contract Obligations of Funding

- 4.1. East Texas Council of Governments agrees to reimburse Public Agency in the total amount as funded and approved by the CSEC in the strategic plan, and expenses above that stated become the responsibility of Public Agency and are not reimbursable
- 4.2. Except as provided in paragraph 3.1, Public Agency agrees to request reimbursement for all other authorized expenditures by completing the appropriate reimbursement request (attachment D to this contract) and submitting it to East Texas Council of Governments together with (1) a detailed description of the goods and services for which Public Agency is requesting reimbursement and (2) invoices documenting the allowable costs comprising the reimbursement request
- 4.3. East Texas Council of Governments agrees to pay Public Agency the reimbursement requested within 30 calendar days after receiving the correct and complete request for reimbursement and required documentation

Independent Contractor

- 5.1. Public Agency is not an employee or agent of East Texas Council of Governments, but furnishes goods and services under this contract solely as an independent contractor

Records

- 6.1. Public Agency agrees to maintain records a minimum of 3 years to document its performance, costs, and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices and provide to East Texas Council of Governments a copy of the schedule of retention of 9-1-1 records
- 6.2. If an audit of or information in the records is disputed or is the subject of litigation, Public Agency agrees to preserve such records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract
- 6.3. East Texas Council of Governments is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved
- 6.4. East Texas Council of Governments is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract
- 6.5. The Texas Commission on State Emergency Communications and the Texas State Auditor have the same inspection, copying, and visitation rights as East Texas Council of Governments

Nondiscrimination and Equal Opportunity

- 7.1. Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Dispute Resolution

8.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 8.1 - 8.4, until they have exhausted the procedures set out in these paragraphs.

8.2. At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

8.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the 9-1-1 Committee for mediation in accordance with the mediation procedures set out in that committee's by-laws. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

8.4. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the East Texas Council of Governments Executive Committee for mediation in accordance with the mediation procedures set out in that committee's by-laws. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

8.5. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a professional mediation center as agreed upon by both parties. Each party shall pay half the cost of the mediation services.

8.6. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.

Termination

9.1. Either party may terminate this contract in its entirety by giving the other party notice of intent to terminate. After the notice is received, the parties shall negotiate in good faith the terms and effective date of the termination. In any event, however, the contract terminates 180 calendar days after a party receives the notice of termination.

Notice to Parties

10.1. Notice, to be effective under this contract, must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally, (2) when a party receives a facsimile of the notice, as confirmed by the sender's facsimile machine, (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 10.2 and signed on behalf of the party, or (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address as specified in paragraph 10.2.

10.2. East Texas Council of Governments address is 3800 Stone Road, Kilgore, Texas 75662, Attention Executive Director East Texas Council of Governments telephone number is (903) 984-8641 and its facsimile number is (903) 983-1440 Public Agency's address is P O Box 790, telephone number is 903-843-4003, and its facsimile number is 903-843-0827.

10.3. A party may change its address by providing notice of the change in accordance with paragraph 11.1 And is required to notify East Texas Council of Governments of change in PSAP contact within 30 days of appointment ETCOG will then provide PSAP contact information and or training within 30 days of notice

Adverse Action

11.1 Adverse Action will be taken according to the PSAP Personnel Policy/Procedures when deemed appropriate by the PSAP Supervisor Disciplinary action will be taken for, but not limited to, any misuse or abuse of the 9-1-1 equipment that interrupts the normal operation of the 9-1-1 system and endangers the general public Notification of adverse personnel action will be given in writing to the sheriff and the ETCOG 9-1-1 Coordinator

11.2 Access to 9-1-1 equipment shall be limited to trained personnel only during the normal course of their duties or with a trainer or PSAP Supervisor

11.3 Only trained and approved supervisors will have inner access to the 9-1-1 system for changes, additions or deletions of information contained therein

11.4 Any information obtained during the normal course of operation by a trained and approved employee is considered confidential information and confidentiality shall be maintained in accordance with procedures outlined in PSAP Attachment A

11.5 Upon verification of misuse of the Language Line, out-dials provided by ETCOG, database or 9-1-1 equipment and software, the public agency will make restitution to the East Texas Council of Governments for costs incurred or repair required within 60 days of notification, unless an alternative payment plan is approved by ETCOG and the Commission on State Emergency Communications

Miscellaneous

12.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken

12.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties

12.3. The following Attachments are part of this contract

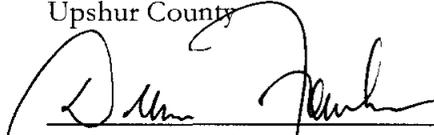
- A. PSAP Requirements
- B. General 9-1-1 Coordination
- C. Monthly Report

- D Request for Reimbursement Form
- E Event Profile
- F Requests for Public Education Materials
- G TDD & TTY Log
- H Repair Log

12.4 This contract is binding on and insures to the benefit of the parties' successors in interest

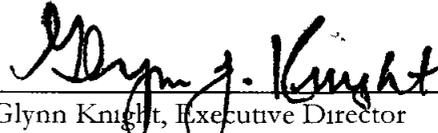
12.5. This contract is executed in duplicate originals

Upshur County



 Dean Fowler, County Judge

ETCOG



 Glynn Knight, Executive Director

Date August 15, 2005

Date 8-9-05

As Sheriff of Upshur County, I hereby acknowledge and accept the terms of this agreement

 Date of Signature _____

FILED
 ROBIN RODRIGUEZ
 COUNTY CLERK
 2005 AUG 15 11:55
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

PUBLIC SAFETY ANSWERING POINTS

All agencies operating a 9-1-1 Public Safety Answering Point within the ETCOG region shall

- Designate a PSAP Supervisor and provide related contact information as a single point of contact for ETCOG and its authorized personnel
- Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately according to Trouble Reporting Procedures (attachment J)
- Keep a log (attachment I) of all trouble reports and make copies of said log available to ETCOG on an as needed basis
- Notify ETCOG of any and all major service-affecting issues or issues needing escalation within a service provider's organization
- Notify ETCOG of any new 9-1-1 Telecommunicators and ETCOG will then schedule them for the next available 9-1-1 training class. If the Public Agency chooses to train their own personnel, the Public Agency must certify in writing to ETCOG that the 9-1-1 Telecommunicator has been trained prior to using the ETCOG provided equipment and within 30 days of hire
- Allow ETCOG or its authorized agents coordinated access to all 9-1-1 equipment on an as-needed basis within normal operating hours (24 hours for all PSAPs)
- Test all 9-1-1 equipment a minimum of once each 24 hour period
- Test all 9-1-1 Telecommunications Devices for the Deaf (TDD) for proper operation and to maintain user familiarity at least once per month
- Log all TDD calls (attachment H), as required by the Americans with Disabilities Act of 1990, and submit copies of said logs to ETCOG on an as-needed basis
- Limit access to all 9-1-1 equipment and related data to authorized public safety personnel for use in delivering emergency assistance only
- Keep confidential all 9-1-1 data and notify ETCOG immediately of any requests for said data as required by HB 1324, 75th Legislative Session, Texas House of representatives (attached)
- Forward requests for changes to 9-1-1 equipment, software or programs in writing to ETCOG
- Provide a copy of agency guidelines for handling 9-1-1 calls to ETCOG
- Limit use of Language Line and outdials provided by ETCOG to delivery of emergency services
- PSAP is prohibited from using any software or hardware not duly authorized in writing by ETCOG

GENERAL 9-1-1 COORDINATION

Each PSAP in the ETCOG regional 9-1-1 program shall appoint a single point of contact that shall

- Be readily available to local governments and interested parties to address any issues and questions related to the ETCOG 9-1-1 Program and other emergency communications issues
- Hold informational and coordination meeting on an as needed basis with local elected officials, County Sheriff or Chief of Police, PSAP Personnel, Emergency Services Department Heads and other interested parties
- Provide monthly reports of 9-1-1 activities on forms to ETCOG (attachment C)
- Coordinate with 9-1-1 PSAPs and local governments in the planning, implementation and operation of 9-1-1 emergency services on behalf of ETCOG
- Assist as requested with public education activities within their local jurisdiction
- Request 9-1-1 Public Education materials on a form provided by ETCOG (attachment G)
- Complete and provide copies to ETCOG of an Event Profile Form (attachment F) for any distributed Public Education materials

**9-1-1 COORDINATOR
MONTHLY REPORT**

Coordinator _____ County/City _____

Month _____ Year _____

MEETINGS HELD (Minutes Attached)

Addressing/GIS Meetings

With Municipalities _____

With County _____

Elected Officials _____

Sheriff/Police Chief _____

PSAP Personnel _____

Fire/EMS _____

Results/Concerns

PUBLIC EDUCATION

Date/Location _____

Provide completed Event Profile Form _____

East Texas Council of Government

EVENT PROFILE

Public Safety Agency _____ Your name _____

Type of event _____ Audience size (age) _____ / _____

Location of event _____ Date of event _____

Address and phone number of event coordinator _____

Briefly describe how you will incorporate 9-1-1 into your message _____

East Texas Council of Government

EVENT PROFILE

Public Safety Agency _____ Your name _____

Type of event _____ Audience size (age) _____ / _____

Location of event _____ Date of event _____

Address and phone number of event coordinator _____

Briefly describe how you will incorporate 9-1-1 into your message _____

Name: _____

Agency: _____

County: _____

City: _____

Date Requested: _____

Telephone: _____

How Materials Will be Distributed: _____
(school presentation, business presentation, safety fair, etc.)

Target Audience: _____
(children & age group, adults & age group, other specifics such as ethnicity)

Item Description	Amount Requested	Item Description	Amount Requested
Red E. Fox Activity Book	_____	ETCOG Activity Book	_____
Red E. Fox Activity Stickers	_____	Stress Balls	_____
Soda Lids	_____	Sewing Kit	_____
Cellular Phone Cards	_____	Pocket Personal Fan	_____
Make the Right Call Stickers	_____	Magnetic Pocket Book	_____
Post-It-Notes	_____	Pens, retractable frost grip	_____
Red E. Fox Costume Loan	_____	Compass Key Chain	_____
Red E. Fox Pencils	_____	Boot Mugs	_____
Red E. Fox Video Tape	_____	Other , explain	_____
Red E. Fox Classroom Kit	_____	Other , explain	_____
Red E. Fox Crayons	_____	Other , explain	_____
Red E. Fox Rulers	_____	Other , explain	_____

Requests should be faxed ahead as soon as possible as all items may not be in stock or available.
FAX: 903 983-1440 Attention: Pattie Clayton, 9-1-1 Specialist

VOL 70 10531

RENTAL AGREEMENT AND GUIDELINES FOR RED E FOX COSTUME

A public appearance in a Red E Fox costume requires responsible behavior by the costume wearer and those conducting a 9-1-1 public education event. These guidelines aren't exhaustive, but they do indicate the degree of good taste, common sense, and concern for the character that are expected. The costume may be used to teach children and adults the proper way to use 9-1-1 to save lives and property.

Red E Fox is to be used for public education purposes concerning the proper use of the 9-1-1 emergency telephone number. Red E Fox can not appear at commercial occasions without a specific 9-1-1 public education purpose.

To maintain consistency of the Red E Fox image, the costume wearer should be 5'7" to 6' in height, and should appear reasonably fit and of slim to normal build. The costume can be worn by a male or female.

1. Reservation for use of Red E Fox costume should be made at least one week in advance through East Texas Council of Governments office. Any reservation that is not confirmed by signing of the rental agreement with the specified deposit and rental fee at least 3 days prior to the function will automatically be cancelled.
2. There will be a \$25.00 rental fee for any agencies, which is not in the ETCOG 14 county region, but are a district or home rule city.
3. A \$50.00 deposit is required of all agencies, refundable if suit is returned within 3 business days in proper condition.
4. Damages will be assessed at the time the costume is returned to the ETCOG office. All damage cost will be based on replacement cost from factory where purchased.
5. If damages of the costume are beyond repair, renting agency will be expected to make payment in the amount required to replace the damaged parts.

I have read and understand the rules governing the Red E Fox costume. I understand that I am responsible for the costume and will be expected to pay for any damage that may occur while I am using this costume as stated above. I have received a copy of Do's and Don'ts guidelines and agree to fulfill all the requirements in order to get a refund of my deposit.

VIOLATION OF RULES MAY PROHIBIT YOUR USE OF THE COSTUME IN THE FUTURE

(For office use only)
 Deposit Received \$ _____
 Rental fee \$ _____
 Date _____
 Received by _____

Signature _____
 Agency _____
 Address _____

 Telephone _____
 Time out _____ Time in _____

Reservation Date _____

Procedures for Trouble Reporting

Following these simple guidelines, when your agency requires service on the 9-1-1 equipment will insure faster service and provide a record of equipment problems. In addition, it will protect your agency in the event the local telephone provider fails to respond in the required time frame and perform the correct task.

1. Locate the appropriate "9-1-1 Equipment Repair Log" and the "Directions for Repair Log"
2. Call the appropriate equipment provider
3. Fill out the remaining information as described in the "Directions for Repair Log" begin in the first column under DATE PROBLEM BEGAN, or below the last entry

Please remember to fill the Repair Log out correctly and as the events transpire. The Repair Log is the record that will be used in the event problems occur with the Local Telephone Provider (LTP)

INTERLOCAL AGREEMENT FOR DATABASE MAINTENANCE

Article 1: Parties & Purpose

- 1 1 The East Texas Council of Governments (ETCOG) is a political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code ETCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service and database in State Planning Region 6, and the Commission on State Emergency Communications (CSEC or Commission) has approved its current plan
- 1 2 Upshur County is a local government that is authorized to perform addressing and database maintenance activities under the County Road and Bridge Act
- 1 3 This contract is entered into between ETCOG and Local Government under Chapter 791 of the Government Code so Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region, and perform addressing and database maintenance activities.
- 1 4 The Commission on State Emergency Communications, as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and database maintenance services through local governments

Article 2: Stipulations

As required by a contract for 9-1-1 services executed between ETCOG and CSEC, ETCOG shall execute interpositional agreements between itself and Local Government relating to the planning, development, operation, and provision of 9-1-1 service and addressing/addressing maintenance activities, the use of 9-1-1 funds and adherence to applicable law At a minimum, the parties of this contract agree

- 2 1 To comply with applicable provisions of the state's Uniform Grant Management Standards (UGMS),
- 2 2 That ETCOG may withhold, decrease, or seek reimbursement of 9-1-1 database maintenance funds in the event those funds were used in noncompliance with applicable law and/or CSEC rules,
- 2 3 Local Government shall reimburse ETCOG and/or the Commission, as applicable, any 9-1-1 database maintenance funds used in noncompliance with applicable law and/or CSEC rules,
- 2 4 That reimbursement of 9-1-1 database funds to ETCOG and/or the CSEC, shall be made by Local Government within 60 days after demand by ETCOG, unless an alternative repayment plan is approved by ETCOG and the Commission,
- 2 5 To comply with the Uniform Grant Management standards (UGMS), applicable law and/or CSEC rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 database maintenance funds, in the provision of addressing/addressing maintenance activities,
- 2 6 To maintain a current inventory of all addressing/addressing maintenance equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC rules,

- 2 7 To reimburse ETCOG and/or Commission for damage to addressing/addressing maintenance equipment caused by intentional misconduct, abuse, misuse or negligence by Local Government employees; although this provision shall not include ordinary wear and tear or day to day use of equipment,
- 2 8 That ETCOG and Local Government will maintain accurate fiscal records and supporting documentation of all addressing/addressing maintenance funds spent by Local Government, and consistent with Uniform Grant Management Standards (USMS), applicable law and/or CSEC rules, and as approved in ETCOG's current strategic plan,
- 2 9 That Commission or its authorized representative shall have access to and the right to examine all books, accounts, records, files and/or other papers, or property pertaining to the addressing/addressing maintenance project, belonging to or in use by Local Government, or by any entity that has performed or will perform addressing or addressing maintenance activities,
- 2 10 To recognize the Commission reserves the right to perform on-site monitoring of ETCOG and/or its Local Government for compliance with applicable law, and ETCOG and Local Government agree to cooperate fully with such on-site monitoring,
- 2 11 To provide a commitment by ETCOG and Local Government to continue addressing and address maintenance activities in accordance with the approved Plan (including any approved amendments) as a condition of the receipt of addressing/addressing maintenance funds as prescribed by ETCOG Strategic Plan

Article 3: Program Deliverables - Addressing Equipment & Data

Local Government agrees to comply with applicable law, CSEC rules and ETCOG policies in providing the following deliverables to this contract. To the extent that ETCOG policies are not consistent with applicable law, the applicable law will prevail.

Ownership, Transference & Disposition

- 3 1 ETCOG shall establish ownership of property and equipment purchased with addressing/addressing maintenance funds and located within Local Government's jurisdiction. ETCOG may maintain ownership, or it may agree to transfer ownership to Local Government.
- 3 2 Ownership and Transfer of ownership documents shall be prepared by ETCOG and signed by both parties upon establishing ownership, or transference of ownership of any such equipment, in accordance with UGMS and the State Comptroller of Public Accounts.
- 3 3 The owner of the equipment shall provide adequate insurance on the equipment to provide for the replacement of equipment in cases of loss where applicable.

- 3 4 Upon disposition of equipment due to obsolescence, failure, or other replacement, transfer documents and Capital Recovery Asset Disposal Notices shall be prepared by ETCOG in accordance with UGMS and the State Comptroller of Public Accounts

Inventory

- 3 5 The owner of the equipment shall maintain property records, conduct a physical inventory and reconcile both at least once per year. Such inventory and reconciliation shall be submitted to ETCOG for review.
- 3 6 The owner of the equipment shall cooperate with ETCOG to provide inventory information for the Annual Certification of 9-1 -1 Program Assets, as required by CSEC.
- 3 7 All property and equipment should be tagged with identification labels.
- 3 8 Any lost or stolen equipment shall be reported to ETCOG as soon as possible, and shall be investigated by Local Government and ETCOG.

Security

- 3 9 Local Government shall protect the equipment and secure premises against unauthorized use.
- 3 10 Equipment shall be operated within standard procedures and Local Government shall take appropriate security measures as may be necessary, to ensure that non-CSEC approved third party software applications cannot be integrated into addressing/addressing maintenance computers.
- 3 11 Local Government shall adhere to Health & Safety Code, Section 771.051, Confidentiality of Information, in maintaining 9-1-1 and addressing information.

Maintenance

- 3.12 Owner shall practice preventive maintenance of addressing equipment and software, including, at a minimum, backing up data biweekly on a removable medium and storing the removable medium in a secure place.
- 3.13 Addressing equipment shall be monitored by owner and failures or maintenance issues shall be reported immediately to the appropriate vendor, and, if necessary to ETCOG.
- 3.14 Owner shall keep a log of equipment trouble and make copies available to ETCOG as needed,
- 3 15 Addressing equipment and software shall be upgraded, as authorized in the current Plan, by requesting ETCOG to purchase on its behalf new equipment and/or software.

Supplies & Training

- 3.16 Supplies and training necessary for the operation of addressing equipment may be the responsibility of Local Government or ETCOG, dependent upon the content of the Strategic Plan and available addressing resources

Operations

- 3.17 Local Government shall designate an addressing contact for ETCOG and provide related contact information to ETCOG
- 3.18 ETCOG and Local Government shall coordinate in the planning, implementation and operation of all addressing activities

Performance Monitoring

- 3.19 Local Government agrees to fully cooperate with all monitoring requests from ETCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the requirements of this interlocal agreement and attachments

Article 4 Procurement

- 4.1 ETCOG agrees to serve as Local Government's agent and purchase on Local Government's behalf the addressing equipment, software, services, and other items described in the current strategic plan
- 4.2 ETCOG and Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as applicable CSEC rules

Article 5: Addressing Project Deliverables

Local Government and ETCOG agree to provide and maintain addressing and/or addressing maintenance functions in return for funding through ETCOG and CSEC. At a minimum, Local Government shall

- 5.1 Appoint a 9-1-1 addressing agent to serve as the single point of contact for the ETCOG. This position shall be permanently occupied. Duties include, but are not limited to providing GPS observations of driveway locations within a reasonable amount of time, to be determined by Local Government and ETCOG,
- 5.2 Make available sufficient computer resources to allow for the installation and use of GPS processing software,
- 5.3 Assume all installation and maintenance of 9-1-1 street signs at county road intersections, including the replacement of missing/damaged signs and reporting of missing/damaged signs supplied by other agencies to the appropriate agency,

- 5.4 Submit addressing activity reports as required by ETCOG,
- 5.5 Seek information regarding any action approved by Local Governmental bodies as they relate to the development and improvement of emergency services delivery. Communicate related information to ETCOG,
- 5.6 Collect and deliver existing addressing information to ETCOG in the format requested and approved by ETCOG,
- 5.7 Provide ETCOG information regarding addressing changes such as new development, annexations and other activities as might pertain to addressing;
- 5.8 Upon request by PRPO, Local Government agrees to review and certify addressing and database information for accuracy

Article 6: Addressing/Vendor Contract Administration Assignment & Subcontracting

- 6.1 Local Government may not assign its rights or Subcontract its duties, under this contract without the prior written consent of ETCOG

Vendor Contract Administration

If ETCOG provides written consent, Local Government may enter into contracts for service, with independent contractors. In such instances, Local Government agrees to

- 6.2 Implement a contract administration system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts;
- 6.3 Include performance bonds, a provision making refunds available for lack of quality performance, and/or contractual performance penalties in contracts with vendors to be paid from 9-1-1 funds,
- 6.4 Include contract termination and modification provisions, which promote quality performance and compliance by vendors for contracted items and services;
- 6.5 Include a contract provision to any vendor contract that specifically states that any and all data developed by an addressing vendor is owned by Local Government, not the vendor,
- 6.6 Notify ETCOG of any performance or compliance issues with vendors that have not been satisfactorily corrected within 60 days of notice to the vendor

Article 7: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code

- 7.1 ETCOG shall develop a plan, which, within funding limits shall attempt to meet Local Government needs for the establishment and operation of addressing/addressing maintenance programs.
- 7.2 Emergency service fees, equalization surcharge and/or such other funds as may become available shall fund the provisioning of addressing/addressing maintenance programs. Such programs shall be based upon priority and need, as established and previewed by the CSEC.

- 7 3 Local Government agrees, upon review of funding proposals, to provide matching funds applicable to addressing/addressing maintenance programs
- 7 4 Allowable and disallowable expenditures shall be determined by the rules, policies and procedures as established by the CSEC, and as provided for Local Government in ETCOG's approved strategic plan

Article 8: Records

- 8 1 Local Government agrees to maintain financial and statistical records adequate to document its performance, costs, and receipts under this contract Local Government agrees to maintain these records, for the current fiscal year and two previous fiscal years,
- 8 2 Local Government shall maintain records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection and the basis for contract price Local Government agrees to maintain these records, for the current fiscal year and two previous fiscal years.
- 8 3 Local Government agrees to preserve the records for three years after receiving final payment under this contract If an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is concluded, regardless of the expiration or early termination of this contract.
- 8 4 ETCOG, CSEC and/or Texas State Auditor is entitled to inspect and copy, during normal business hours at Local Government offices, the records maintained under this contract for as long as they are preserved ETCOG, CSEC and/or Texas State Auditor is entitled to visit Local Government's offices, talk to its personnel and audit its records all during normal business hours, to assist in evaluating its performance under this contract,
- 8 5 ETCOG agrees to notify Local Government at least 24 hours in advance of any intended visit for the purposes described in paragraph 8 4

Article 9: Nondiscrimination and Equal Opportunity

- 9 1 Local Government shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin

Article 10: Dispute Resolution

- 10 1 The parties desire to resolve disputes arising under this contract without litigation If a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them The parties agree not to sue one another, except to enforce compliance with paragraphs 10 1 - 10 4, until they have exhausted the procedures set out in these paragraphs.
- 10 2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally to resolve any dispute arising under this contract The representatives appointed should determine the location, format, frequency, and duration of the negotiations
- 10 3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator Each party shall pay half the cost of the mediation services
- 10.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process

Article 11: Suspension for Unavailability of Funds

11.1 Local Government acknowledges that although special pools of funds may from time to time become available to fund addressing/addressing maintenance projects, ETCOG's main source of funding for this contract are the 9-1 -1 fees collected by service providers and remitted to the CSEC. If fees sufficient to pay Local Government under this contract are not paid to ETCOG, or the CSEC does not authorize ETCOG to use the fees to pay Local Government, ETCOG may suspend payment to Local Government. Upon suspension of payment, Local Government's obligation under this contract is also suspended until ETCOG resumes payment.

Article 12: Notice to Parties

12.1 Notice under this contract must be in writing. Notice is received by a party on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested or three (3) business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address as specified.

East Texas Council of Governments
3800 Stone Road
Kilgore, Texas 75662

Upshur County
P O Box 790
Gilmer, TX 75644

12.2 A party may change its address by providing notice of the change to the address specified above.

Article 13: Effective Date and Term of Contract

13.1 This contract takes effect when signed on behalf of ETCOG and Local Government, and shall continue from year to year unless terminated by either party. Such termination must provide 180 days notice and be addressed as indicated in Article 12.

Article 14: Miscellaneous

14.1 Each individual signing this contract warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

14.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

14.3 The following attachments are part of this contract:

- Database/Addressing Maintenance Project Budget,
- Database Project Performance Measures,
- CSEC Rules and Legislation

14.4 This contract is binding on and to the benefit of the parties' successors.

14.5 This contract is executed in duplicate originals.

Upshur County

East Texas Council of Governments

FILED
 ROBIN ROBERTS
 COUNTY CLERK
 2005 AUG 15 4:55 PM
 UP SHUR COUNTY, TX.
 BY _____
 DEPUTY

 Glynn Knight
 Executive Director

THE SOFTWARE GROUP, INC

GRAND JURY JUNE-2005 08/02/05

Check Register for 08/08/05

PAGE 1

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
135981-APCA	Mr CHARLES DAVIS	CHARLES DAVIS	3325	08/08/2005	\$10 00		115
135982-APCA	Ms JUREL FORD WHITE	JUREL FORD WHITE	215871	08/08/2005	\$10 00		115
135983-APCA	Ms LYNNE M MUNOZ	LYNNE M MUNOZ	161455	08/08/2005	\$10 00		115
135984-APCA	Ms LINDA S STEGER	LINDA S STEGER	218961	08/08/2005	\$10 00		115
135985-APCA	Mr BILLY JACK BEASLEY	BILLY JACK BEASLEY	145325	08/08/2005	\$10 00		115
135986-APCA	Ms PATRICIA STRACENER	PATRICIA STRACENER	4552	08/08/2005	\$10 00		115
135987-APCA	Mr PATRICK ROBERT MOSER	PATRICK ROBERT MOSER	218889	08/08/2005	\$10 00		115
135988-APCA	Mr RODNEY P KEITH	RODNEY P KEITH	212917	08/08/2005	\$10 00		115
135989-APCA	Mr JAMES ALTON STEELMAN	JAMES ALTON STEELMAN	1811	08/08/2005	\$10 00		115
135990-APCA	Mr RONNIE LYNN JEFFERY	RONNIE LYNN JEFFERY	145815	08/08/2005	\$10 00		115
Check Amounts					\$100 00		

10 records listed.

FILED
 ROBIN RODENBERG
 COUNTY CLERK
 UPSHUR COUNTY, TX
 2005 AUG 15 A-11:56
 BY DEPUTY

VOL 70 pg 543

VCL 70 10544

ATTENDANCE SIGN-IN SHEET
UPSHUR COUNTY COMMISSIONER'S COURT

DATE: 8-15-05

1. Margie Clement	1.
2. Margie Roden	2.
3. Randy Roden	3.
4. Peggy Madrone	4.
5. Kaine Kelley	5. County
6. Elaine M. Kelly	6. Tax Office
7. Allen Weatherford	7.
8. Debbie Wood	8. Flight of the Phoenix Aviation Museum
9. [unclear]	9.
10. Carolyn Bullock	10. DC
11. Arnold Hines	11. JPI
12. Ruth Whitehead	12.
13. Dixie Taylor	13.
14. Susan Bochart	14.
15. James W. Eitel	15.
16. Mac D. [unclear]	16. [unclear]
17. Judy [unclear]	17.
18. Linda [unclear]	18.
19. Orlyna Harris	19. Upshur
20. Cynthia [unclear]	20.

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 AUG 15 11:53
UPSHUR COUNTY, TX.
BY _____
DEPUTY

ATTENDANCE SIGN-IN SHEET
UPSHUR COUNTY COMMISSIONER'S COURT

DATE: 6-15-05

1. Amy Pat Claff	1.
2. Phillip Williams	2. Gladewater Minor
3. Melb Dodd	3.
4.	4.
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FILED
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COUNTY CLERK
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UPSHUR COUNTY, TX.
BY _____
DEPUTY