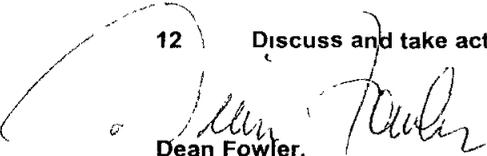


**NOTICE OF MEETING**  
**COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS**  
**MONDAY, OCTOBER 31, 2005, 9:00 AM, REGULAR SESSION**  
**3<sup>RD</sup> FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS**

**AGENDA**

1. Consider and take action on approval of
  - A Accept for recording all payroll changes,
  - B Payroll,
  - C Budget amendments;
  - D Accounts payable;
  - E Treasurer's monthly report,
  - F Treasurer's quarterly report;
  - G Accept Auditor reports for recording;
  - H Applications for use of Upshur County roads and rights-of-way;
  - I Accept for recording eSlate Agreements from Hart Intercivic;
  - J Accept for recording the summary of the microfilm of Upshur County's records;
  - K Accept for recording any and all Bonds, Oaths, Deputations and Certificates; and
  - L Accept for recording the monthly report of State and County taxes summary.
- 2 Hear from the Upshur County Retired School Employees concerning their community service provided to the County
- 3 Discuss and take action on Holiday Dates, Upshur County Commissioner Court Dates and Payroll Dates 2006.
- 4 Discuss and take necessary action regarding the disbursement of available school funds for 2005-2006 school year
- 5 Discuss and take action regarding approval of any election judges and alternate election judges for the upcoming election
- 6 Discuss and take action regarding storage of all files that must be retained for a set period of time, to set up a system that all files must be marked by office storing same, labeled of contents, and date to be destroyed.
- 7 Discuss and take action to approve mural painting at the library.
- 8 Discuss and take action on all polling places regarding driveways, culverts and mandatory ADA compliance.
- 9 Discuss and take action to adopt National Incident Management System (NIMS) protocol as a part of the Upshur County Emergency Management Policy
- 10 Discuss and take action to allow City of Gilmer to place billboard for Mainstreet on the south side of the Rock building
- 11 Discuss and take action to approve and accept for recording an Interlocal Agreement between Upshur County and Big Sandy ISD.
- 12 Discuss and take action to approve contract with the Humane Society of Gregg County.

  
Dean Fowler,  
Upshur County Judge

FILED  
RECORDS  
2005 OCT 31 9:03 AM  
CLERK



UPSHUR COUNTY COMMISSIONER'S COURT

OCTOBER 31, 2005

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

1 A MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE PAYROLL CHANGES. MOTION CARRIED. COPY OF PAYROLL CHANGES ATTACHED

B MOTION BY GARY DRENNAN SECONDED BY JAMES CRITTENDEN TO APPROVE PAYROLL AS PRESENTED BY COUNTY TREASURER. MOTION CARRIED COPY OF PAYROLL ATTACHED

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

D. MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO ALLOW COUNTY TREASURER TO WITHDRAW \$250.00 PETTY CASH TO MAKE CHANGE FOR AUCTION HELD NOVEMBER 5, 2005. MOTION CARRIED

MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE ACCOUNTS PAYABLE AS PRESENTED BY COUNTY TREASURER. MOTION CARRIED.

E. & F. MOTION BY GARY DRENNAN SECONDED BY JAMES CRITTENDEN TO ACCEPT FOR RECORDING THE TREASURER'S MONTHLY AND QUARTERLY REPORT MOTION CARRIED. COPY OF MONTHLY AND QUARTERLY REPORT ATTACHED

G. NO FORMAL ACTION TAKEN ON AGENDA ITEM CONCERNING AUDITOR'S REPORTS. NO DOCUMENTATION SUBMITTED TO COURT

H. MOTION BY LLOYD CRABTREE SECONDED BY JAMES CRITTENDEN TO ACCEPT FOR RECORDING APPLICATION FOR USE OF COUNTY ROADS AND RIGHTS-OF WAY:

PERMIT APPLICATION SUBMITTED BY FENDLEY TUCKER TO PLACE A CULVERT WITHIN THE ROW OF NUTMEG ROAD AND CAT CLAW ROAD

SPECIAL ROAD USE AGREEMENT SUBMITTED BY LEONARD VAUGHT TO HAUL ON RED MAPLE ROAD

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

I MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO ACCEPT FOR RECORDING ESLATE AGREEMENTS FROM HART INTERCIVIC MOTION CARRIED WITH COMMISSIONER CRITTENDEN VOTING NO COPY OF AGREEMENTS ATTACHED

J. MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO ACCEPT FOR RECORDING SUMMARY OF THE MICROFILM OF UPSHUR COUNTY RECORDS SUBMITTED BY COUNTY CLERK MOTION CARRIED. COPY OF SUMMARY ON FILE IN COUNTY CLERK'S OFFICE

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

L. MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO ACCEPT FOR RECORDING THE MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY FOR THE MONTH OF SEPTEMBER 2005 MOTION CARRIED COPY OF REPORT OF STATE AND COUNTY TAXES SUMMARY ATTACHED

2 NELL FREIDMAN, WITH THE UPSHUR COUNTY RETIRED SCHOOL EMPLOYEES, SPOKE WITH COURT CONCERNING THEIR COMMUNITY SERVICE PROVIDED TO THE COUNTY AND PRESENTED A CHECK IN THE AMOUNT OF \$158,202.00 WORTH OF VOLUNTEER HOURS TO THE COURT

3. MOTION BY GARY DRENNAN SECONDED BY JAMES CRITTENDEN TO APPROVE COMMISSIONER'S COURT DATES AND PAYROLL DATES MOTION CARRIED COPY OF COURT AND PAYROLL DATES ATTACHED.

MOTION BY JAMES CRITTENDEN SECONDED BY GARY DRENNAN TO APPROVE COUNTY HOLIDAY DATES MOTION CARRIED COPY OF HOLIDAY DATES ATTACHED.

4. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE THE DISBURSEMENT OF AVAILABLE SCHOOL FUNDS FOR 2005-2006 MOTION CARRIED. COPY OF DISBURSEMENT ATTACHED.

5 MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPOINT PAM HUDGINS AS ALTERNATE ELECTION JUDGE IN PCT 15 AND APPOINT MELANIE SHELTON AS ELECTION JUDGE IN PCT 18. MOTION CARRIED.

6. NO FORMAL ACTION TAKEN ON AGENDA ITEM CONCERNING STORAGE OF ALL FILES THAT MUST BE RETAINED FOR A SET PERIOD OF TIME, TO SET UP A SYSTEM THAT ALL FILES MUST BE MARKED BY OFFICE STORING SAME, LABELED OF CONTENTS AND DATE TO BE DESTROYED. NO DOCUMENTATION SUBMITTED TO COURT.

7. MOTION BY JAMES CRITTENDEN SECONDED BY LLOYD CRABTREE TO APPROVE THE TRANSFER OF \$3,000.00 FROM FACILITIES IMPROVEMENTS TO THE LIBRARY FOR A LINE ITEM OF FACILITIES IMPROVEMENT. MOTION CARRIED

8. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO TABLE AGENDA ITEM CONCERNING DRIVEWAYS, CULVERTS AND MANDATORY ADA COMPLIANCE IN POLLING PLACES UNTIL NOVEMBER 30, 2005. MOTION CARRIED.

9. MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO ADOPT NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) PROTOCOL AS A PART OF THE UPSHUR COUNTY EMERGENCY MANAGEMENT POLICY MOTION CARRIED. COPY OF POLICY ATTACHED.

10. MOTION BY GARY DRENNAN SECONDED BY BUDDY FERGUSON TO ALLOW CITY OF GILMER TO PLACE A BILLBOARD FOR MAINSTREET ON THE SOUTH SIDE OF THE ROCK BUILDING MOTION CARRIED COPY ATTACHED.

11. MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO APPROVE AND ACCEPT FOR REOCRDING THE INTERLOCAL AGREEMENT BETWEEN UPHUR COUNTY AND BIG SANDY ISD. MOTION CARRIED. COPY OF INTERLOCAL AGREEMENT ATTACHED

12. MOTION BY GARY DRENNAN SECONDED BY JAMES CRITTENDEN TO APPROVE CONTRACT WITH THE HUMANE SOCIETY OF GREGG COUNTY. MOTION CARRIED WITH COMMISSIONER CRABTREE VOTING NO. COPY OF CONTRACT ATTACHED.

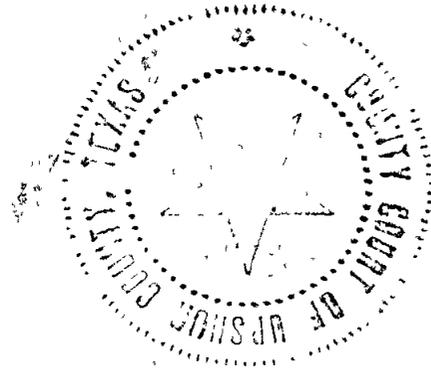
MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO ADJOURN. MOTION CARRIED.

BILLS PREVIOUSLY APPROVED PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

JURY SELECTION LIST PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY

  
ATTESTED BY COUNTY CLERK



# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10/31/05 Dept 310/Bldg Maint.

Employee Jim Brown

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

X	CHANGES(S)	FROM	TO
	Grade Step	8, 1	
	Rate	# 822.205/m	
	Department		
	Position		

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

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

Comments 6 month introductory period

Harry Turner position

Authorized by \_\_\_\_\_

Approved by Charles Danick Date 10-28-05

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10/1/05 Dept 560 / Jo Smith  
 Employee Stanley Jenkins  
 Social Security No \_\_\_\_\_ Emp ID# 313  
~~764~~

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

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

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

FILED  
 NOV 02 2005  
 10:08 AM  
 COUNTY CLERK  
 UPSON COUNTY MISSISSIPPI

Comments. Courthouse Security  
A More position

Authorized by \_\_\_\_\_  
 Approved by Gary Roberts Date \_\_\_\_\_

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-17-2005 Dept County Clerk

Employee Jennifer Tharp

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

X	CHANGES(S)	FROM	TO
	Grade Step	Grade 1	Step 3
	Rate	663.06	2x monthly
	Department		
	Position		

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

2005 OCT 18 5:08 PM  
 FILED  
 ROBIN RODENBLOG  
 COUNTY CLERK

Comments  
To be paid from  
Records Archive

Authorized by Robin Rodenblog  
 Approved by \_\_\_\_\_ Date 10-23-05

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10/01/05 Dept 451 / GP# 1

Employee Wiyone Manes

Social Security No \_\_\_\_\_ Emp ID# 872

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

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

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

FILED  
 05 OCT 3 10 5:08  
 ROBIN P...

Comments

*6 years Longevity \$12 s/m*

*10/1/05 anniversary date*

Authorized by Arnold Striner Date 10/17/05

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

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-16-05 Dept District Clerk

Employee Margaret Richardson

Social Security No \_\_\_\_\_ Emp ID# 717

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

REASON(S) FOR THE CHANGE			
	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  
 ROBINSON  
 10-17-05

Comments 7 years Longevity #14 S/M

10/19/05 anniversary date

Authorized by Carolyn Bullock Date 10-13-05

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

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-16-05 Dept Jail

Employee Ronald Hudspeth

Social Security No \_\_\_\_\_ Emp ID# 1279

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

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

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

FILED  
 NOV 16 2005  
 COUNTY CLERK  
 UPSON COUNTY, MISSISSIPPI

Comments

Anniversary, Date 10/08/05  
 3 years \$4 s/m

Authorized by [Signature]

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

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-16-05 Dept Sheriff  
 Employee Marty Massoletti  
 Social Security No \_\_\_\_\_ Emp ID# 858

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

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

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

Comments

Anniversary Date 10/15/05

8 years #16 3/m

Authorized by *Marty Massoletti* Date \_\_\_\_\_

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

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-18-05 Dept 499

Employee Brandy Davis

Social Security No \_\_\_\_\_ Emp ID# 1345

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

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

Comments 1 year longevity

10-18-05 anniversary date

Authorized by Mickof Smith Date \_\_\_\_\_

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

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S).

Effective Date 11-1-05 Dept Road and Bridge

Employee Floyd Walton

Social Security No \_\_\_\_\_ Emp ID# 593

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

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

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

### Comments

*anniversary date 11-1-05*

*5 years #10 s/m*

Authorized by \_\_\_\_\_

Approved by Bobbie Anderson Date 10-24-05

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S).

Effective Date 11-1-05 Dept Road and Bridge

Employee Wayne Valentine

Social Security No \_\_\_\_\_ Emp ID# 1108

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

FILED  
 2005 OCT 31  
 11:00 AM

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

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Ment Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input 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

Anniversary Date 11-1-05

4 years #E s/m

Authorized by \_\_\_\_\_

Approved by B. [Signature] Date 10-24-05

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11-1-05 Dept District Clerk

Employee Susan Smith

Social Security No \_\_\_\_\_ Emp ID# 1027

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

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

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

**Comments**

Anniversary Date 11-1-05  
 #10 s/m 5 years

Authorized by Candyn Bellock

Approved by \_\_\_\_\_ Date: 10-24-05

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11-~~01~~<sup>16</sup>-05 Dept Jail

Employee Rebekah Morris

Social Security No \_\_\_\_\_ Emp ID# 1346

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

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

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

**Comments**

Anniversary Date 11-07-05  
1 year #2 s/m

Authorized by [Signature]

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

DEF	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
401	10/31/05	19943-PCA	1,645 43	1,645 43	DRENNAN, GARY L
401	10/31/05	19944-PCA	1,645 43	1,645 43	FERGUSON, JOE E
401	10/31/05	138151002-PC	2,053 77	2,053 77	FOWLER, JERALD DEAN
401	10/31/05	138151000-PC	1,645 43	1,645 43	CRABTREE, LLOYD A
401	10/31/05	138151001-PC	1,645 43	1,645 43	CRITTENDEN, JAMES L
401	10/31/05	19945-PCA	945 55	945 55	WHITESIDE, RUTH TYSON
***			9,581 04		
403	10/31/05	138151003-PC	1,077 64	1,077 64	CAIN, BERONDA KAYE
403	10/31/05	138151004-PC	839 46	839 46	COX, GLENDA M
403	10/31/05	138151006-PC	932 29	932 29	SEAHORN, LORY D
403	10/31/05	19947-PCA	782 42	782 42	GIPSON, SANDEE TERESA
403	10/31/05	19948-PCA	755 90	755 90	HARRIS, JERRY LINN
403	10/31/05	19950-PCA	324 00	324 00	RATCLIFFE, HEATHER ANN
403	10/31/05	19951-PCA	324 00	324 00	SUSTAIRE, MARGE E
403	10/31/05	19946-PCA	259 20	259 20	BRADLEY, KEISHA N
403	10/31/05	138151007-PC	958 29	958 29	WINCHESTER, BARBARA L
403	10/31/05	138151005-PC	1,545 52	1,545 52	RODENBERG, ROBIN D
403	10/31/05	19949-PCA	742 63	742 63	JACKSON, STACY K
***			8,541 35		
405	10/31/05	19952-PCA	1,245 72	1,245 72	LOYD, DANNY MICHAEL
***			1,245 72		
411	10/31/05	138151008-PC	1,153 21	1,153 21	KELLEY, KARMEN CITA
***			1,153 21		
426	10/31/05	138151009-PC	1,322 40	1,322 40	CULBERSON, KRISTIN E
***			1,322 40		
435	10/31/05	138151010-PC	1,376 63	1,376 63	HENRY, KRISTI L
435	10/31/05	19953-PCA	1,994 40	1,994 40	DRENNAN, DEANNA R
***			3,371 03		
450	10/31/05	138151013-PC	845 46	845 46	MARSHALL, LORING F
450	10/31/05	138151015-PC	830 20	830 20	SMITH, SUSAN K

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
450	10/31/05	138151011-PC A	1,545 52	1,545 52	BULLOCK, CAROLYN SUE
450	10/31/05	138151014-PC A	937 03	937 03	PATE, CASEY N
450	10/31/05	19955-PCA	807 68	807 68	RICHARDSON, MARGARET A
450	10/31/05	138151012-PC A	935 03	935 03	CHEVALIER, MELISSA K
450	10/31/05	19954-PCA	1,065 64	1,065 64	HENSON, TEENA
***				6,966 56	
451	10/31/05	138151018-PC A	835 46	835 46	NORRED, LAURA L.
451	10/31/05	138151017-PC A	978 08	978 08	MANES, AMNA WYONE
451	10/31/05	138151016-PC A	1,133 00	1,133 00	GRIMES, ARNOLD
***				2,946 54	
452	10/31/05	138151019-PC A	881 24	881 24	GRIFFITH, MICHELE D
452	10/31/05	138151020-PC A	826 20	826 20	PEEL, KIMBERLY A
452	10/31/05	138151021-PC A	1,133 00	1,133 00	POTTER, LYLE M JR
***				2,840 44	
453	10/31/05	138151023-PC A	1,133 00	1,133 00	PERRY, CAROLYN JD
453	10/31/05	138151022-PC A	877 24	877 24	LEE, BRANDY L
***				2,010 24	
454	10/31/05	19956-PCA	951 44	951 44	JEWES, SHERYL L
454	10/31/05	19958-PCA	114 62	114 62	RUSSELL, JAMES D
454	10/31/05	19957-PCA	1,133 00	1,133 00	RAY, WILLIAM VALTON
***				2,199 06	
476	10/31/05	138151028-PC A	1,418 54	1,418 54	MCCRIVEN, TRACI LYN
476	10/31/05	138151026-PC A	1,590 38	1,590 38	JETER, DONALD R
476	10/31/05	138151024-PC A	2,213 89	2,213 89	CARIKER, TIMOTHY J
476	10/31/05	138151025-PC A	1,030 05	1,030 05	HARRIS, NANCY J
476	10/31/05	19960-PCA	768 00	768 00	JONES, STEPHANIE
476	10/31/05	138151029-PC A	1,666 67	1,666 67	WOOD, ROBYN K
476	10/31/05	19959-PCA	623 59	623 59	FROST, CYNTHIA JAN
476	10/31/05	138151027-PC A	1,281 73	1,281 73	JONES, EVELYN D

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
***				10,592 85	
495	10/31/05	138151030-PC A	1,131 56	1,131 56	HUTCHINS, WANDA L
495	10/31/05	19961-PCA	1,714 31	1,714 31	LANGE, PAMELA GAY
***				2,845 87	
497	10/31/05	138151034-PC A	1,201 80	1,201 80	VICK, BRANDY R
497	10/31/05	138151031-PC A	808 94	808 94	BROWN, NATALIE G
497	10/31/05	138151032-PC A	1,545 52	1,545 52	HARRIS, MYRA N
497	10/31/05	138151033-PC A	1,077 64	1,077 64	TUEL, LINDA LOUISE
497	10/31/05	19962-PCA	196 16	196 16	EVANS, MINA LEE
***				4,830 06	
499	10/31/05	19966-PCA	938 29	938 29	LEONARD, FONDA K
499	10/31/05	138151037-PC A	898 51	898 51	GIBSON, CARLA R
499	10/31/05	19968-PCA	894 51	894 51	NEELEY, LISA D
499	10/31/05	138151035-PC A	888 51	888 51	DAVIS, BRANDY H
499	10/31/05	138151039-PC A	902 51	902 51	JENYNS, LATICIA ANN
499	10/31/05	138151040-PC A	1,545 52	1,545 52	SMITH, MICHEAL LOYD
499	10/31/05	138151041-PC A	903 01	903 01	WHITAKER, LADONNA LEE
499	10/31/05	138151036-PC A	1,014 60	1,014 60	GENTRY, PAULA A
499	10/31/05	19964-PCA	1,010 60	1,010 60	HOWELL, LUANA GAIL
499	10/31/05	138151038-PC A	940 29	940 29	HILL, BARBARA A
499	10/31/05	19967-PCA	900 51	900 51	MCKINLEY, CHARLOTTE ELAINE
499	10/31/05	19963-PCA	900 51	900 51	HARRIS, JOANNA S
499	10/31/05	19965-PCA	1,109 64	1,109 64	LAMINACK, SHERRON H
***				12,847 01	
509	10/31/05	138151042-PC A	618 40	618 40	STILL, DORIS E
509	10/31/05	19969-PCA	1,048 38	1,048 38	RHODEN, STELLA GINA
***				1,666 78	
510	10/31/05	19972-PCA	937 46	937 46	HUDGINS, ROYCE L 2
510	10/31/05	19970-PCA	1,191 12	1,191 12	COOK, JOHN RUBIN
510	10/31/05	19971-PCA	1,321 60	1,321 60	DANIELS, CHARLES D
***				3,410 18	
551	10/31/05	138151043-PC A	805 07	805 07	HARRIS, RUSSELL T

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
		A			
***			885 07		
552	10/31/05	138151044-PC A	885 07	885 07	ROGERS, WILLIAM A
***			885 07		
553	10/31/05	138151045-PC A	885 07	885 07	KUHN, JERRY LYNN
***			885. 07		
554	10/31/05	138151046-PC A	885 07	885 07	KUZA, HENRY MICHAEL II
***			885. 07		
560	10/31/05	138151055-PC A	1,201 51	1,201 51	STANLEY, TIMOTHY S
560	10/31/05	19972-PCA	1,645 43	1,645 43	BETTERTON, ANTHONY S
560	10/31/05	19975-PCA	1,201 51	1,201 51	DAVIDSON, JUSTIN SCOTT
560	10/31/05	138151051-PC A	1,201 51	1,201 51	GROSS, DON LARRY
560	10/31/05	19986-PCA	1,199 51	1,199 51	TAYLOR, ANTHONY M
560	10/31/05	19585-PCA	1,182 26	1,182 26	STRACENER, CALEB L
560	10/31/05	138151050-PC A	1,369 91	1,369 91	DICKERSON, DAVID LEE
560	10/31/05	138151053-PC A	1,180 26	1,180 26	MULLINS, ANDREW CHASE
560	10/31/05	19981-PCA	1,180 26	1,180 26	MCCAULEY, CHRISTOPHER H
560	10/31/05	19974-PCA	1,180 26	1,180 26	CARTER, TERRY G
560	10/31/05	138151056-PC A	1,180 26	1,180 26	THOMPSON, DAVID S
560	10/31/05	19978-PCA	1,146 39	1,146 39	JENKINS, STANLEY E
560	10/31/05	138151059-PC A	1,448 96	1,448 96	YOUNG, LELAND WAYNE
560	10/31/05	19977-PCA	1,303 08	1,303 08	FORTSON, LARRY WAYNE
560	10/31/05	19982-PCA	1,250 04	1,250 04	MURPHY, NADRA H
560	10/31/05	138151054-PC A	1,197 51	1,197 51	SEWELL, LARRY W
560	10/31/05	138151047-PC A	1,371 91	1,371 91	ALFORD, JOHN MATTHEW
560	10/31/05	19976-PCA	1,299 08	1,299 08	DECUIR, JAMES A
560	10/31/05	19987-PCA	952 29	952 29	THOMPSON, NANCY K
560	10/31/05	19980-PCA	1,173 73	1,173 73	MATTHEWS, GENEVA NELL
560	10/31/05	19583-PCA	1,436 96	1,436 96	ROBERTS, GARY DALE
560	10/31/05	138151048-PC A	1,211 51	1,211 51	DANIELS, JOE NATHAN
560	10/31/05	19979-PCA	1,209 51	1,209 51	MARTIN, JOSHUA P
560	10/31/05	138151057-PC A	1,314 87	1,314 87	TILLERY, HIRAM D

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
560	10/31/05	138151052-PC	1,379 91	1,379 91	MASSOLETTI, MARTY
560	10/31/05	19984-PCA	1,326 87	1,326 87	STEELMAN, PAUL A
560	10/31/05	138151049-PC	1,326 87	1,326 87	DAVIS, SCOTT WAYDE
560	10/31/05	138151058-PC	1,377 91	1,377 91	WARREN, ROXANNE
***			35,450 08		
565	10/31/05	19996-PCA	938 29	938 29	HUGHES, KAREN S
565	10/31/05	138151072-PC	1,322 87	1,322 87	MCCAULEY, JILL A
565	10/31/05	138151081-PC	1,068 90	1,068 90	YOUNGBLOOD, JOHN MICHAEL
565	10/31/05	19998-PCA	1,068 90	1,068 90	MONTS, DEBRA J
565	10/31/05	138151080-PC	1,066 90	1,066 90	WARREN, DENNIS C
565	10/31/05	19990-PCA	1,066 90	1,066 90	CHOYCE, LAWANA J
565	10/31/05	138151069-PC	1,148 39	1,148 39	BRASHER, WILLIAM A
565	10/31/05	19997-PCA	6,099 73	6,099 73	MONTGOMERY, HERMAN C JR
565	10/31/05	20001-PCA	516 18	516 18	OLLER, TRACY E
565	10/31/05	138151064-PC	1,064 90	1,064 90	BASKERVILLE, MELANIE
565	10/31/05	19989-PCA	1,741 99	1,741 99	BISHOP, LORA ANN
565	10/31/05	138151070-PC	1,148 39	1,148 39	HUDSPETH, RONALD T
565	10/31/05	138151076-PC	1,146 39	1,146 39	PAGE, JAMES E
565	10/31/05	19994-PCA	1,049 64	1,049 64	GRISWOLD, JAMES B
565	10/31/05	138151061-PC	1,235 30	1,235 30	ANDREWS, TERESA L
565	10/31/05	20010-PCA	1,148 39	1,148 39	WOLDSZYN, RICHARD JOHN
565	10/31/05	138151067-PC	1,047 64	1,047 64	GAGE, GARY DON
565	10/31/05	20002-PCA	1,049 64	1,049 64	POWELL, CRYSTAL A
565	10/31/05	138151060-PC	1,062 90	1,062 90	ALLEN, STELLA M
565	10/31/05	20004-PCA	1,062 90	1,062 90	SMITH, VIVIAN M
565	10/31/05	19991-PCA	727 88	727 88	DAVIS, JAMES RODNEY
565	10/31/05	138151073-PC	1,062 90	1,062 90	MCHENRY, ANNITA
565	10/31/05	138151069-PC	1,062 90	1,062 90	HUBBARD, STEVEN A
565	10/31/05	138151074-PC	1,047 64	1,047 64	MORRIS, REBEKAH A
565	10/31/05	138151078-PC	1,047 64	1,047 64	THOMAS, CLINT
565	10/31/05	138151079-PC	1,047 64	1,047 64	WADE, CHAD D
565	10/31/05	138151075-PC	1,047 64	1,047 64	NICHOLS, MARCUS ALLEN
565	10/31/05	138151066-PC	1,047 64	1,047 64	CLARK, CHRISTOPHER J

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
565	10/31/05	19993-PCA	1,110 50	1,110 50	ELLIOTT, RONNIE SCOTT
565	10/31/05	138151071-PC A	1,047 64	1,047 64	HUNTER, JONATHAN ELLIS
565	10/31/05	138151077-PC A	618 00	618 00	SEWARD, JENNIFER DAWN
565	10/31/05	20005-PCA	1,047 64	1,047 64	TOWNSEND, DAVID L JR
565	10/31/05	138151062-PC A	1,047 64	1,047 64	AULD, H B
565	10/31/05	19999-PCA	1,146 39	1,146 39	MORRIS, TIMOTHY P
565	10/31/05	19992-PCA	1,047 64	1,047 64	DUNN, BRADY
565	10/31/05	20009-PCA	308 64	308 64	WILSON, JARROD
565	10/31/05	20003-PCA	1,508 51	1,508 51	SANDERS, BOBBY NEAL
565	10/31/05	138151068-PC A	1,271 93	1,271 93	GRISMOLD, JAMES E
565	10/31/05	138151063-PC A	1,068 90	1,068 90	BARBER, BILLIE DARLENE
565	10/31/05	19988-PCA	1,090 90	1,090 90	BEAN, ELIZABETH M
565	10/31/05	20008-PCA	878 72	878 72	WALKER, DIANE
565	10/31/05	19995-PCA	1,088 90	1,088 90	HELLENSTILL, RAY B
565	10/31/05	20000-PCA	1,141 95	1,141 95	NIELL, SHERRY L
565	10/31/05	20007-PCA	1,162 39	1,162 39	WADE, ALAN M
***			52,296.83		
570	10/31/05	138151091-PC A	2,311 50	2,311 50	MCJIMSEY, BRUCE F
570	10/31/05	138151088-PC A	1,344 00	1,344 00	HODGES, RANDAL R
570	10/31/05	138151090-PC A	1,813 00	1,813 00	LOFTICE, MIKKI MICHELLE
570	10/31/05	138151084-PC A	800 00	800 00	DURRUM, JAMES
570	10/31/05	138151089-PC A	1,879 50	1,879 50	HUDGINS, ROYCE L 3RD
570	10/31/05	138151082-PC A	1,055 00	1,055 00	BERRY, DEBORAH DENISE
570	10/31/05	20011-PCA	2,567 50	2,567 50	RAY, JIMMY DARRELL
570	10/31/05	138151086-PC A	1,159 00	1,159 00	SPANT, GLENDA ANN
570	10/31/05	138151087-PC A	1,345 00	1,345 00	HANCOCK, KATHRYN B
570	10/31/05	138151083-PC A	2,070 00	2,070 00	BROWN, CHRISTOPHER E
570	10/31/05	138151093-PC A	2,115 00	2,115 00	SPIVEY, JOHN K
570	10/31/05	138151094-PC A	980 00	980 00	WARREN, SHERRY L
570	10/31/05	138151085-PC A	1,699 00	1,699 00	GEE, LINDA H
570	10/31/05	138151092-PC A	1,625 00	1,625 00	SMITH, TRACY B
***			22,763 50		
575	10/31/05	138151096-PC A	1,334 41	1,334 41	HERNDON, LORIE A

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
575	10/31/05	20013-PCA	1,042 88	1,042 88	HILL, JESSICA L
575	10/31/05	20012-PCA	576 00	576 00	AVEY, RONNIE L
575	10/31/05	138151098-PC	2,020 00	2,020 00	WYLIE, MILTON J
		A			
575	10/31/05	138151095-PC	1,421 00	1,421 00	EDWARDS, SANDRA D
		A			
575	10/31/05	138151097-PC	1,556 00	1,556 00	SMITH, MELINDA L
		A			
***			7,950 29		
580	10/31/05	138151099-PC	1,065 64	1,065 64	EDGE, PAMELA S
		A			
***			1,065 64		
611	10/31/05	20016-PCA	929 03	929 03	BECK, EARNEST EARL
611	10/31/05	20037-PCA	947 55	947 55	VALENTINE, MERLE WAYNE
611	10/31/05	20040-PCA	1,027 12	1,027 12	WRIGHT, JERRY D
611	10/31/05	138151102-PC	842 27	842 27	HOYE, EARNEST T
		A			
611	10/31/05	20041-PCA	812 94	812 94	YINGLING, GARY D
611	10/31/05	20033-PCA	810 94	810 94	TACKETT, CLIFFORD A
611	10/31/05	20018-PCA	584 80	584 80	CAMPBELL, THOMAS M JR
611	10/31/05	20017-PCA	785 38	785 38	BROWN, MARCUS A
611	10/31/05	138151101-PC	584 80	584 80	COULTON, JAMES G
		A			
611	10/31/05	20035-PCA	797 68	797 68	TENNISON, RICHARD EARL
611	10/31/05	20024-PCA	812 94	812 94	HOLEMAN, LUTHER LYNN
611	10/31/05	20031-PCA	785 38	785 38	STEGALL, TIMOTHY PHIL
611	10/31/05	20038-PCA	419 49	419 49	WALTERS, RICHARD W
611	10/31/05	20026-PCA	785 38	785 38	JONES, MITCHAEAL S.
611	10/31/05	20023-PCA	785 38	785 38	CUNN, GORDON
611	10/31/05	20034-PCA	941 55	941 55	TEFTELLER, LISA ANN
611	10/31/05	20030-PCA	1,130 69	1,130 69	SMITH, EDDIE J
611	10/31/05	20029-PCA	1,666 67	1,666 67	PENDARVIS, ABBOTT LYNN
611	10/31/05	20032-PCA	1,329 60	1,329 60	STOKER, JAMES LOUIS
611	10/31/05	20025-PCA	1,051 12	1,051 12	JEFFERY, DONALD RAY
611	10/31/05	20019-PCA	1,035 86	1,035 86	CROCKETT, HARRY JAMES
611	10/31/05	20022-PCA	949 55	949 55	GLENN, BILLY E
611	10/31/05	20021-PCA	584 80	584 80	EDWARDS, GENERAL LEE
611	10/31/05	20042-PCA	978 08	978 08	YOUNG, JOEY A
611	10/31/05	20039-PCA	762 81	762 81	WALTON, LLOYD H
611	10/31/05	20027-PCA	808 94	808 94	MCCAULEY, JAMES L
611	10/31/05	20028-PCA	1,029 86	1,029 86	NELSON, WILLIAM B
611	10/31/05	138151103-PC	1,029 86	1,029 86	RITTER, DON L.
		A			
611	10/31/05	138151100-PC	1,120 69	1,120 69	BLACKSTONE, WILLY PAT
		A			

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
611	10/31/05	20036-PCA	1,065 64	1,065 64	THOMPSON, DANNY R.
611	10/31/05	20015-PCA	980 08	980 08	BARNES, MICHAEL H.
611	10/31/05	20014-PCA	1,006 60	1,006 60	ALBRIGHT, GAYLE DAVID
***			30,500 17		
642	10/31/05	138151104-PC A	1,462 22	1,462 22	JOHNSON, GERALD DON
***			1,462 22		
650	10/31/05	138151105-PC A	697 59	697 59	DAVIDSON, TINA J.
650	10/31/05	138151107-PC A	1,381 83	1,381 83	SEMRAU, RUTH E.
650	10/31/05	20045-PCA	195 70	195 70	WEATHERBY, STEVEN A.
650	10/31/05	20043-PCA	175 10	175 10	RHEA, LARA J.
650	10/31/05	20044-PCA	958 29	958 29	SMITH, EMMA JEAN
650	10/31/05	20046-PCA	945 03	945 03	WILLIAMS, JANET C.
650	10/31/05	128151106-PC A	730 33	730 33	GILES, PEGGY J.
***			5,083 87		
655	10/31/05	138151108-PC A	353 64	353 64	HILL, BRIAN K.
655	10/31/05	20048-PCA	353 64	353 64	WIGGINS, PAMELA ROCHELLE
655	10/31/05	20047-PCA	1,077 64	1,077 64	CAMPBELL, MARY ROSE
***			1,784 92		
			240,268 14		
215 records selected. 215 values listed					

		EMPLOYER - PAID			CONTRIBUTIONS					
EMPLOYEE ID & NAME		PAY COMPONENTS		CONTRIBUTIONS						
		TYPE	CURR	YTD	TYPE	TXBL	AMOUNT	CURR	QTD	YTD
TOTALS -- ALL DEPARTMENTS		411	0.00	0.00	FICA	14297.69	GROSS	240,268.14	472,947.95	4370871.43
Total # of Employees 215		BAIL/H	0.00	0.00	INCCL	0.00	125AH	82.23	164.46	1729.02
Total # of Checks 106		CCP/DT	1,400.00	21,612.50	INLCO	0.00	125CC	208.00	416.00	2096.00
Total # of DD Stubs 109		CTFEES	0.00	3,415.50	MGCR	3343.81	125CL	245.58	491.16	4627.92
Total # of Prenotes 2		DA/32	0.00	0.00	RET	21325.00	125CD	5,528.96	10,926.20	74447.38
		H	6,848.54	120,692.18			125FC	184.65	369.30	3430.16
		J-IVE	1,599.74	28,426.08			125NF	314.43	628.86	6845.50
		J-PSD	2,996.75	57,308.76			125TL	167.85	335.70	1787.80
		J-PSP	813.05	16,033.16			125UN	1,888.35	3,736.70	26821.60
		J-SA	593.75	9,737.50			791	0.00	0.00	0.00
		J-SAID	1,371.00	27,420.00			878	0.00	0.00	0.00
		JPUUV	184.82	3,696.40			CSCD/BENEF	1,040.70	2,081.40	19536.08
		JUV	200.00	4,000.00			DEFCB	77.21	154.42	4119.20
		JUV/SU	0.00	3,412.50			INGPF	101.78	203.56	2035.60
		LAWLIB	66.64	1,332.80			RET	16,512.63	32,554.09	299854.22
		LONG	1,590.00	30,416.00			VALIC	420.00	840.00	6060.00
		PROB	19,951.00	382,284.00			NET TXBL	213,587.55	421,194.66	3919516.55
		PROB/H	800.00	12,037.50			FED W/H	18,631.19	35,883.11	329675.13
		PROB/D	612.50	22,872.50			FICA TXBL	230,607.39	454,798.17	4229549.97
		SAL	198,909.11	580,764.89			FICA	14,297.69	28,197.51	262231.86
		SAL-M	481.45	9,702.98			MEDICARE	3,343.81	6,594.57	61329.05
		SAL-TF	0.00	6,118.14			EIC	0.00	0.00	0.00
		SAL/G1	0.00	0.00			1012	88.00	176.00	1760.00
		SAL/GE	379.60	1,339.52			1096	181.13	362.26	3622.60
		SIAI	62.50	1,250.00			1231	300.00	600.00	6000.00
		STATE	1,199.35	22,831.72			1280	150.00	300.00	1800.00
		SUPP	208.34	4,166.80			1394	188.16	376.32	3606.88
							1395	112.50	225.00	1612.50
		COMP	0.00	0.00			1395A	112.50	225.00	1012.50
		HOLIDA	0.00	0.00			1405	90.00	180.00	810.00
		SICK	10.76	-47.72			441	85.50	171.00	1710.00
		VAC	0.00	-18.14			ALLTEL/PCA	0.00	0.00	0.00
							CSCD/LIFE	26.30	52.60	514.82
							INSAH	8.10	16.20	162.00
							INSCD	51.24	102.48	814.33
							INSCD	854.64	1,709.28	27164.31
							INSFC	75.32	150.64	1880.30
							INSNF	63.13	126.26	1771.70
							INSTL	0.00	0.00	188.07
							LEVY	0.00	0.00	0.00
							OTH	149.00	298.00	2980.00
							PETP	0.00	0.00	9945.50
							PFNB	0.00	0.00	26755.00
							PGNB	0.00	0.00	10030.00
							SUP10	0.00	0.00	1375.00
							SUPP9	130.00	260.00	2600.00
							TRUSTEE	115.00	230.00	2277.50
							TRUSTEE/2	0.00	0.00	700.00
							TRUSTEE/3	152.50	305.00	3050.00
							TRUSTEE/5	324.00	648.00	1296.00
							TXGSLC	208.50	417.00	4170.00
							NET PAY	173,747.56	343,378.38	3144635.90

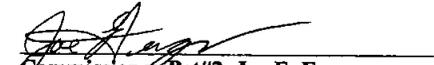
CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
137459-APC	10/31/05	UPSHUR CO CSCD BENEFITS ACCOUNT	1,040 70
137460-APC	10/31/05	UPSHUR CO CSCD BENEFITS ACCOUNT	26 30
137461-APC	10/31/05	NATIONWIDE RETIREMENT	-77 21
137462-APC	10/31/05	FIRST NATIONAL BANK GILMER	35,283 00
137463-APC	10/31/05	FIRST NATIONAL BANK GILMER	18,631 19
137464-APC	10/31/05	GASA	1,888 35
137465-APC	10/31/05	GASA	208 00
137466-APC	10/31/05	UPSHUR COUNTY IRC/125	314 43
137467-APC	10/31/05	UPSHUR COUNTY IRC/125	184 65
137468-APC	10/31/05	UPSHUR COUNTY IRC/125	82 23
137469-APC	10/31/05	UPSHUR COUNTY IRC/125	167 85
137470-APC	10/31/05	UPSHUR COUNTY IRC/125	245 58
137471-APC	10/31/05	UPSHUR COUNTY IRC/125	5,594 82
137472-APC	10/31/05	ATTORNEY GENERAL OF TEXAS	149 00
137473-APC	10/31/05	POLICE AND FIREMEN'S INS ASSOC	203 58
137474-APC	10/31/05	UPSHUR COUNTY INSURANCE ACCOUNT	854 64
137475-APC	10/31/05	TXCSDU	88 00
137476-APC	10/31/05	TXCSDU	85 50
137477-APC	10/31/05	TXCSDU	300 00
137478-APC	10/31/05	TXCSDU	181 13
137479-APC	10/31/05	OFFICE OF THE ATTORNEY GENERAL	188 16
137480-APC	10/31/05	OFFICE OF THE ATTORNEY GENERAL	112 50
137481-APC	10/31/05	TEXAS CHILD SUPPORT DISBURSEMENT UNIT	150 00
137482-APC	10/31/05	OFFICE OF THE ATTORNEY GENERAL	112 50
137483-APC	10/31/05	TCSDU	90 00
137484-APC	10/31/05	SHARON KEMP #0539655371	130 00
137485-APC	10/31/05	TEXAS COUNTY & DISTRICT RETIREMENT SYSTE	74,951 46
137486-APC	10/31/05	STANDING CHAPTER THIRTEEN TRUSTEE	115 00
137487-APC	10/31/05	STANDING CHAPTER THIRTEEN TRUSTEE	152 50
137488-APC	10/31/05	STANDING CHAPTER 13 TRUSTEE	324 00
137489-APC	10/31/05	TG	208 50
137490-APC	10/31/05	VALIC	430 00
Total for All Payments -			142,570 70

  
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

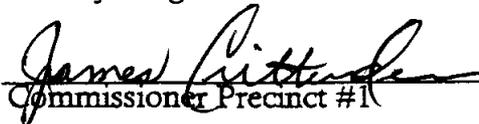
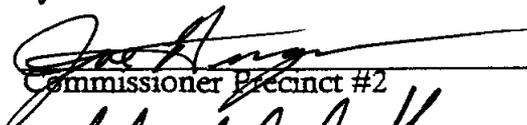
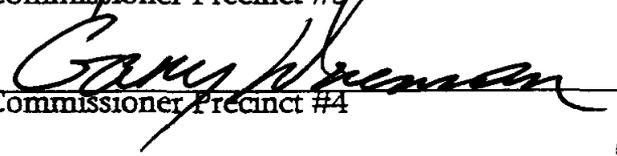
FILED  
ROBIN ROSENBERG  
COUNTY CLERK  
2005 OCT 31 P 5:01  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ V. PUTY

We hereby amend the Upshur County budget for the fiscal year 2005 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Section 111.010.

The 2005 Upshur County budget is hereby so amended and we find and declare that a grave emergency and public necessity exists to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original 2005 budget as adopted.

A copy of this Order is to be filed with the County Clerk and attached to the budget originally adopted for 2005.

Signed on this 31ST day of OCTOBER, 2005.

  
\_\_\_\_\_  
County Judge  
  
\_\_\_\_\_  
Commissioner Precinct #1  
  
\_\_\_\_\_  
Commissioner Precinct #2  
  
\_\_\_\_\_  
Commissioner Precinct #3  
  
\_\_\_\_\_  
Commissioner Precinct #4

Passed and approved by the Commissioners Court of Upshur County on the 31ST day of OCTOBER, 2005 as the same appears on file in the office of the County Clerk of Upshur County.

**IN THE AMOUNT OF \$26,995.83 DUE TO UNEXPECTED EXPENSES RELATED TO COURT APPOINTED ATTORNEYS IN CPS CASES.**

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
2005 OCT 31 10 5:07  
UPSHUR COUNTY, TX

The Software Group, Inc. For the Month of September and the 12 Months Ending September 30, 2005

10 - GENERAL FUND - COMMISSIONERS COURT

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
401-1000 Salary Elected Offic	191,700	196,733	16,454.30	196,732.65	191,700.00	196,732.65	0.00	0
401-1200 Salary Regular Emplo	21,968	22,599	1,891.10	22,598.94	21,975.12	22,598.94	0.00	0
401-1900 Salary Supplements	10,000	10,000	1,100.76	10,000.16	10,000.16	10,000.16	0.00	0
401-2150 Soc Sec Taxes	17,111	17,012	1,433.22	17,011.79	16,852.63	17,011.79	0.00	0
401-2300 Retirement Match	21,182	21,068	1,757.96	21,068.41	21,736.59	21,068.41	0.00	0
401-2450 Unemployment Comp	100	133	51.06	133.07	81.29	133.07	0.00	0
401-3010 Office Supplies	2,000	931	350.07	931.49	640.10	931.49	0.00	0
401-3095 Books & Publications	150	0	0.00	0.00	0.00	0.00	0.00	***
401-4230 Bonds	300	378	0.00	377.50	150.00	377.50	0.00	0
401-4490 Legal Ads & Notices	2,000	1,387	283.85	1,386.95	2,318.42	1,386.95	0.00	0
401-4502 Educational Expense	7,000	5,526	50.00	5,526.49	4,518.64	5,526.49	0.00	0
401-4600 Assoc & Organization	500	100	0.00	100.00	100.00	100.00	0.00	0
<b>TOTAL COMMISSIONERS COURT</b>	<b>274,011</b>	<b>275,867</b>	<b>23,372.32</b>	<b>275,867.45</b>	<b>270,072.95</b>	<b>275,867.45</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - COUNTY CLERK

403-1000 Salary Elected Offic	36,012	36,957	3,091.04	36,957.42	36,012.00	36,957.42	0.00	0
403-1200 Salary Regular Emplo	105,003	123,303	11,394.82	123,302.59	96,801.76	123,302.59	0.00	0
403-1300 Part Time Employees	0	1,575	0.00	1,575.01	18,585.05	1,575.01	0.00	0
403-2150 Soc Sec Taxes	10,788	11,460	1,036.12	11,459.76	10,636.61	11,459.76	0.00	0
403-2300 Retirement Match	13,354	14,124	1,309.53	14,124.10	11,825.93	14,124.10	0.00	0
403-2450 Unemployment Comp	500	987	387.85	986.63	552.41	986.63	0.00	0
403-3010 Office Supplies	4,000	3,947	517.94	4,604.91	4,123.98	3,946.51	0.00	0
403-3030 Stationery, Forms, B	8,500	9,268	727.34	9,268.30	6,900.72	9,268.30	0.00	0
403-3095 Books & Publications	1,000	609	0.00	608.86	1,418.38	608.86	0.00	0
403-4230 Bonds	100	100	0.00	100.00	100.00	100.00	0.00	0
403-4445 Records Indexing	0	0	0.00	0.00	53,330.14	0.00	0.00	***
403-4502 Educational Expense	2,000	3,511	0.00	3,511.43	1,750.09	3,511.43	0.00	0
403-4520 Act. Reimbursable M	0	0	0.00	0.00	0.00	0.00	0.00	***
403-4600 Assoc & Organization	100	85	0.00	85.00	80.00	85.00	0.00	0
<b>TOTAL COUNTY CLERK</b>	<b>181,357</b>	<b>205,926</b>	<b>18,464.64</b>	<b>206,584.01</b>	<b>242,117.07</b>	<b>205,925.61</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - VETERANS SERVICE

405-1100 Salary Apptd Officia	29,046	29,791	2,491.44	29,790.87	29,046.00	29,790.87	0.00	0
405-2150 Soc Sec Taxes	2,222	2,194	180.00	2,194.27	2,158.56	2,194.27	0.00	0
405-2300 Retirement Match	2,751	2,737	225.22	2,736.51	2,785.56	2,736.51	0.00	0
405-2450 Unemployment Comp	100	176	67.26	175.50	107.46	175.50	0.00	0
405-3010 Office Supplies	100	33	6.39	33.43	51.59	33.43	0.00	0
405-4502 Educational Expense	800	417	0.00	416.90	617.87	416.90	0.00	0
405-4600 Assoc & Organization	20	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL VETERANS SERVICE</b>	<b>35,039</b>	<b>35,347</b>	<b>2,970.31</b>	<b>35,347.48</b>	<b>34,767.04</b>	<b>35,347.48</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - UPSHUR CO. EMERGENCY

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

10 - GENERAL FUND - UPSHUR CO. EMERGENCY

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
406-4495 Other Contracted Ser	0	1,145	206.23	1,144.81	0.00	1,144.81	0.00	0
406-5350 Communication Equipm	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL UPSHUR CO. EMERGENCY</b>	<b>0</b>	<b>1,145</b>	<b>206.23</b>	<b>1,144.81</b>	<b>0.00</b>	<b>1,144.81</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - NON DEPARTMENTAL

409-2400 Workers' Comp	170,000	165,378	-4.47	165,378.17	161,262.10	165,378.17	0.00	0
409-2450 Unemployment Comp	0	0	0.00	0.00	0.00	0.00	0.00	***
409-3080 Postage	60,000	42,391	7.84	42,391.39	57,918.95	42,391.39	0.00	0
409-3090 Post Office Rental	500	220	0.00	220.00	220.00	220.00	0.00	0
409-4010 Petit Jury	1,000	110	0.00	110.00	530.00	110.00	0.00	0
409-4140 Delinquent Tax Attor	78,000	94,224	28,459.44	94,224.42	108,203.00	94,224.42	0.00	0
409-4160 Audit & Accounting F	15,000	14,000	0.00	14,000.00	14,744.95	14,000.00	0.00	0
409-4161 JP COURT REPORTER	3,000	0	0.00	0.00	0.00	0.00	0.00	***
409-4162 . JP COLLECTION AGEN	0	0	0.00	0.00	0.00	0.00	0.00	***
409-4163 . RESTITUTION & MERC	0	806	227.45	605.37	0.00	605.37	200.79	25
409-4175 POSTMORTEM EXPENSES	25,000	50,268	465.00	50,267.50	32,669.75	50,267.50	0.00	0
409-4200 Property & General L	250,000	272,392	-175.00	272,392.27	248,465.46	272,392.27	0.00	0
409-4410 Service Agreements -	25,000	23,421	2,261.28	23,665.04	28,349.74	23,665.04	-244.43	-1
409-4495 Contracted Services	25,000	21,025	794.61	15,280.12	34,623.62	21,024.98	0.00	0
409-4600 Assoc & Organization	3,500	3,478	35.00	3,478.00	3,343.00	3,478.00	0.00	0
409-4811 Indigent Cemetery Co	2,000	4,610	0.00	4,610.00	1,723.00	4,610.00	0.00	0
409-4899 Christmas Lights/Yul	1,000	1,000	0.00	1,000.00	1,000.00	1,000.00	0.00	0
409-4955 Contingency	10,000	5,660	0.00	5,659.67	750.00	5,659.67	0.00	0
409-5400 Office machines & Eq	20,000	142	0.00	142.41	18,880.81	142.41	0.00	0
409-5450 Furniture & Fixtures	5,000	1,779	702.00	1,778.85	748.94	1,778.85	0.00	0
<b>TOTAL NON DEPARTMENTAL</b>	<b>694,000</b>	<b>700,904</b>	<b>32,773.15</b>	<b>695,203.21</b>	<b>713,433.32</b>	<b>700,948.07</b>	<b>-43.64</b>	<b>-0</b>

10 - GENERAL FUND - TELE COMMUNICATIONS

410-4330 Local Telephone Serv	66,000	72,588	12,408.54	72,587.75	73,254.22	72,587.75	0.00	0
410-4335 Long Dist Telephone	2,500	2,114	172.20	2,114.19	2,505.65	2,114.19	0.00	0
<b>TOTAL TELE COMMUNICATIONS</b>	<b>68,500</b>	<b>74,702</b>	<b>12,580.74</b>	<b>74,701.94</b>	<b>75,759.87</b>	<b>74,701.94</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - COMPUTER

411-1200 Salary Regular Emplo	26,822	27,567	2,306.42	27,566.55	26,829.12	27,566.55	0.00	0
411-2150 Soc Sec Taxes	2,052	2,009	167.70	2,008.90	1,971.90	2,008.90	0.00	0
411-2300 Retirement Match	2,540	2,532	208.50	2,532.18	2,687.94	2,532.18	0.00	0
411-2450 Unemployment Comp	100	162	62.28	162.36	99.25	162.36	0.00	0
411-3070 Other Computer	1,000	2,346	290.50	2,346.29	1,122.21	2,346.29	0.00	0
411-4410 Service Agreements	5,000	3,648	0.00	3,648.00	3,502.00	3,648.00	0.00	0
411-4450 Software Maintenance	96,000	94,174	375.00	94,174.45	99,851.00	94,174.45	0.00	0
411-4495 Contracted Services	5,000	2,860	63.63	2,860.46	6,810.42	2,860.46	0.00	0
411-4502 Educational Expense	1,000	681	60.10	588.10	824.59	681.00	0.00	0

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

The Software Group, Inc. For the Month of September and the 12 Months Ending September 30, 2005 Page 3

10 - GENERAL FUND - COMPUTER

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
411-5200 Computer Equipment	25,000	33,966	6,048.69	29,144.69	21,442.36	34,067.85	-102.12	-0
411-5250 Computer Software	5,000	5,000	0.00	5,000.00	4,533.17	5,000.00	0.00	0
<b>TOTAL COMPUTER</b>	<b>169,514</b>	<b>174,946</b>	<b>9,582.82</b>	<b>170,031.98</b>	<b>169,673.96</b>	<b>175,048.04</b>	<b>-102.12</b>	<b>-0</b>

10 - GENERAL FUND - COUNTY COURT

426-1200 Salary Regular Empl	30,750	31,612	2,644.80	31,612.40	30,758.00	31,612.40	0.00	0
426-2150 Soc Sec Taxes	2,353	2,281	190.90	2,281.21	2,218.88	2,281.21	0.00	0
426-2300 Retirement Match	2,913	2,904	239.08	2,903.75	2,949.79	2,903.75	0.00	0
426-2450 Unemployment Comp	150	186	71.41	186.17	113.84	186.17	0.00	0
426-3010 General Office Suppl	1,200	978	343.29	977.64	960.99	977.64	0.00	0
426-3095 Books & Publications	500	217	70.00	216.50	144.95	216.50	0.00	0
426-4010 Petit Jury	5,000	2,790	0.00	2,790.00	3,070.00	2,790.00	0.00	0
426-4015 Sub Court Reporter	12,000	8,585	1,175.00	8,585.00	8,745.00	8,585.00	0.00	0
426-4110 Senate Bill 7 Appoin	45,000	51,083	6,850.00	51,082.50	47,415.00	51,082.50	0.00	0
426-4135 Court Costs & Servic	20,000	17,034	2,220.00	17,034.00	18,211.00	17,034.00	0.00	0
426-4145 Transcripts	1,500	145	0.00	144.85	0.00	144.85	0.00	0
426-4502 Educational Expense	1,500	789	0.00	788.50	65.00	788.50	0.00	0
<b>TOTAL COUNTY COURT</b>	<b>122,866</b>	<b>118,603</b>	<b>13,804.48</b>	<b>118,602.52</b>	<b>114,652.45</b>	<b>118,602.52</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - 115TH DISTRICT COURT

435-1100 Salary Apptd Officia	82,720	76,755	5,671.64	76,754.72	81,078.08	76,754.72	0.00	0
435-1300 Part Time Employees	10,000	9,565	732.34	9,565.03	8,667.00	9,565.03	0.00	0
435-2150 Soc Sec Taxes	7,094	7,591	489.91	7,590.51	7,661.95	7,590.51	0.00	0
435-2300 Retirement Match	8,781	7,218	424.94	7,218.09	7,926.82	7,218.09	0.00	0
435-2450 Unemployment Comp	375	572	199.25	571.67	373.77	571.67	0.00	0
435-3010 General Office Suppl	1,700	2,300	79.53	2,333.48	1,537.96	2,333.48	-33.55	-1
435-3090 Post Office Box Rent	68	68	0.00	68.00	68.00	68.00	0.00	0
435-3095 Books & Publications	4,800	3,391	189.29	3,391.05	4,648.02	3,391.05	0.00	0
435-4010 Petit Jury	15,000	18,320	4,340.00	18,320.00	17,758.94	18,320.00	0.00	0
435-4011 Grand Jury	1,500	1,510	110.00	1,510.00	1,590.00	1,510.00	0.00	0
435-4012 Jury Commissioner	500	300	0.00	300.00	70.00	300.00	0.00	0
435-4013 Visiting Judge	2,000	763	49.62	763.39	685.93	763.39	0.00	0
435-4015 Sub Court Reporter	7,000	12,468	728.28	12,467.97	9,901.12	12,467.97	0.00	0
435-4110 Senate Bill 7 Appoin	140,000	145,137	20,375.79	145,136.59	129,192.62	145,136.59	0.00	0
435-4120 Ct Appt Attorney-Civ	35,000	137,308	27,650.00	137,308.22	46,158.45	137,308.22	0.00	0
435-4125 Capital Murder Trial	50,000	0	0.00	0.00	0.00	0.00	0.00	***
435-4135 Court Costs	2,000	4,306	1,265.00	4,306.10	1,387.00	4,306.10	0.00	0
435-4145 Transcripts	10,000	12,295	415.00	12,295.00	6,785.00	12,295.00	0.00	0
435-4150 Juror Expenses	500	351	72.43	387.05	306.99	387.05	-35.94	-10
435-4185 Psychological Evalua	5,000	1,375	0.00	1,375.00	931.25	1,375.00	0.00	0
435-4340 Dedicated Telephone	50	48	7.34	48.42	36.30	48.42	0.00	0
435-4495 Contracted Services	1,000	641	0.00	640.50	3,019.80	640.50	0.00	0
435-4502 Educational Expense	2,000	842	0.00	842.00	355.00	842.00	0.00	0
435-4600 Assoc & Organization	2,700	4,225	0.00	4,225.46	2,361.02	4,225.46	0.00	0

The Software Group, Inc. For the Month of September and the 12 Months Ending September 30, 2005

10 - GENERAL FUND - 115TH DISTRICT COURT

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Last Year YTD	YTD Exp + Enc	UnEnc Balance	%Rm
TOTAL 115TH DISTRICT COURT	389,788	447,349	62,800.36	447,418.25	332,501.02	447,418.25	-69.49	-0

10 - GENERAL FUND - DISTRICT CLERK

450-1000 Salary Elected Offic	36,012	36,957	3,091.04	36,957.42	36,012.00	36,957.42	0.00	0
450-1200 Salary Regular Emplo	126,144	129,063	10,840.08	129,062.94	120,430.72	129,062.94	0.00	0
450-2150 Soc Sec Taxes	12,404	12,061	996.15	12,061.49	11,691.64	12,061.49	0.00	0
450-2300 Retirement Match	15,357	15,251	1,259.38	15,250.76	15,339.85	15,250.76	0.00	0
450-2450 Unemployment Comp	500	760	291.44	759.80	456.69	759.80	0.00	0
450-3010 General Office Suppl	5,000	4,529	1,939.37	4,580.97	4,014.45	4,528.57	0.00	0
450-3030 Stationery, Forms, B	5,000	2,879	0.00	2,878.98	4,122.89	2,878.98	0.00	0
450-3090 Post Office Rental	130	126	0.00	126.00	126.00	126.00	0.00	0
450-3095 Books & Publications	150	84	0.00	84.00	38.00	84.00	0.00	0
450-4230 Bonds	100	226	0.00	226.00	50.00	226.00	0.00	0
450-4502 Educational Expense	1,900	2,048	0.00	2,047.97	565.19	2,047.97	0.00	0
450-4600 Assoc & Organization	500	85	0.00	85.00	125.00	85.00	0.00	0
TOTAL DISTRICT CLERK	203,197	204,069	18,417.46	204,121.33	192,972.43	204,068.93	0.00	0

10 - GENERAL FUND - JUSTICE OF PEACE #1

451-1000 4 - Salary Elected O	26,400	27,093	2,266.00	27,093.00	26,400.00	27,093.00	0.00	0
451-1200 4 - Salary Regular E	40,442	41,300	3,627.08	41,300.24	40,458.00	41,300.24	0.00	0
451-2150 Social Security Taxe	5,113	5,131	450.82	5,130.85	4,969.42	5,130.85	0.00	0
451-2300 Retirement Match	6,230	6,283	532.74	6,282.96	6,411.72	6,282.96	0.00	0
451-2450 Unemployment Compens	200	244	96.50	243.60	149.68	243.60	0.00	0
451-3010 General Office	1,500	2,803	434.20	1,064.83	1,430.83	2,813.31	-9.98	-0
451-4502 Educational Expense	1,500	443	140.00	443.40	1,537.00	443.40	0.00	0
451-4520 TRAVEL & MILEAGE	1,000	1,882	214.20	1,881.55	1,586.97	1,881.55	0.00	0
451-4600 Assoc & Organization	150	194	0.00	194.00	135.00	194.00	0.00	0
451-4800 Building Lease	3,600	3,000	0.00	3,000.00	3,600.00	3,000.00	0.00	0
TOTAL JUSTICE OF PEACE #1	86,135	88,373	7,761.54	86,634.43	86,678.62	88,382.91	-9.98	-0

10 - GENERAL FUND - JUSTICE OF PEACE #2

452-1000 Salary Elected Offic	26,400	27,093	2,266.00	27,093.00	26,400.00	27,093.00	0.00	0
452-1200 Salary Regular Emplo	39,624	40,774	3,414.88	40,774.24	40,490.00	40,774.24	0.00	0
452-2150 Soc Sec Taxes	5,051	5,134	420.10	5,133.91	4,972.87	5,133.91	0.00	0
452-2300 Retirement Match	6,253	6,234	513.54	6,234.06	6,333.09	6,234.06	0.00	0
452-2450 Unemployment Comp	200	240	92.12	240.11	146.64	240.11	0.00	0
452-3010 Office Supplies	2,000	2,846	187.58	1,049.61	1,852.33	2,915.93	-69.87	-2
452-4502 Educational Expense	1,500	317	50.00	316.55	1,063.55	316.55	0.00	0
452-4520 Act. Reimbursable M	1,500	0	0.00	0.00	401.00	0.00	0.00	***
452-4700 Equipment Lease	400	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL JUSTICE OF PEACE #2	82,928	82,638	6,944.22	80,841.48	81,659.48	82,707.80	-69.87	-0

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

10 - GENERAL FUND - JUSTICE OF PEACE #3

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
453-1000 Salary Elected Offic	26,400	27,093	2,266.00	27,093.00	26,400.00	27,093.00	0.00	0
453-1200 Salary Regular Emplo	20,538	20,941	1,762.48	20,941.29	21,157.27	20,941.29	0.00	0
453-2150 Soc Sec Taxes	3,591	3,520	288.55	3,520.10	3,489.49	3,520.10	0.00	0
453-2300 Retirement Match	4,445	4,412	364.17	4,412.29	4,560.99	4,412.29	0.00	0
453-2450 Unemployment Comp	150	127	47.32	126.62	76.06	126.62	0.00	0
453-3010 Office Supplies	1,500	1,808	102.99	1,207.70	2,113.54	1,807.70	0.00	0
453-4502 Educational Expense	1,500	1,109	0.00	1,108.52	1,278.68	1,108.52	0.00	0
453-4520 MILEAGE	1,000	1,171	144.15	1,171.18	1,082.46	1,171.18	0.00	0
453-4600 Assoc & Organization	150	95	0.00	95.00	45.00	95.00	0.00	0
<b>TOTAL JUSTICE OF PEACE #3</b>	<b>59,274</b>	<b>60,276</b>	<b>4,975.66</b>	<b>59,675.70</b>	<b>60,203.49</b>	<b>60,275.70</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - JUSTICE OF PEACE #4

454-1000 Salary Elected Offic	26,400	27,093	2,266.00	27,093.00	26,400.00	27,093.00	0.00	0
454-1200 Salary Regular Emplo	21,870	21,057	1,762.48	21,057.29	20,474.00	21,057.29	0.00	0
454-2150 Soc Sec Taxes	3,693	3,455	289.12	3,454.77	3,384.42	3,454.77	0.00	0
454-2300 Retirement Match	4,572	4,423	364.16	4,422.87	4,495.28	4,422.87	0.00	0
454-2450 Unemployment Comp	150	150	57.56	150.28	92.33	150.28	0.00	0
454-3010 Office Supplies	1,200	505	304.83	504.97	328.98	504.97	0.00	0
454-4502 Educational Expense	1,000	95	0.00	95.05	991.29	95.05	0.00	0
454-4520 Mileage	500	0	0.00	0.00	0.00	0.00	0.00	***
454-4600 Assoc & Organization	100	45	0.00	45.00	45.00	45.00	0.00	0
454-4700 Equipment Lease	300	0	0.00	0.00	50.30	0.00	0.00	***
<b>TOTAL JUSTICE OF PEACE #4</b>	<b>59,785</b>	<b>56,823</b>	<b>5,044.15</b>	<b>56,823.23</b>	<b>56,261.60</b>	<b>56,823.23</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - DISTRICT ATTORNEY

476-1200 Salary Regular Emplo	221,856	223,302	19,020.97	223,302.28	223,638.40	223,302.28	0.00	0
476-2150 Soc Sec Taxes	16,972	16,880	1,429.15	16,880.46	16,677.95	16,880.46	0.00	0
476-2300 Retirement Match	21,010	20,516	1,719.51	20,516.49	21,370.54	20,516.49	0.00	0
476-2450 Unemployment Comp	0	1,447	547.61	1,446.57	912.17	1,446.57	0.00	0
476-3030 Stationery, Forms, B	10,000	9,432	1,173.67	9,850.86	9,250.66	9,431.91	0.00	0
476-3095 Books & Publications	0	-83	0.00	-82.50	1,043.31	-82.50	0.00	***
476-3200 Gasoline	1,400	2,948	815.10	2,723.86	1,235.41	2,948.04	0.00	0
476-4135 Court Costs	3,000	1,624	0.00	1,623.75	0.00	1,623.75	0.00	0
476-4145 Transcripts	2,000	856	0.00	856.00	732.00	856.00	0.00	0
476-4230 Bonds	100	423	0.00	423.00	0.00	423.00	0.00	0
476-4485 Investigative Expens	8,000	23,734	4,387.50	23,734.01	27,310.29	23,734.01	0.00	0
476-4502 Educational Expense	3,000	2,444	1,576.96	2,443.62	3,979.21	2,443.62	0.00	0
476-4600 Assoc & Organization	1,000	1,381	0.00	1,381.00	845.00	1,381.00	0.00	0
476-5500 Vehicles	20,000	19,997	0.00	19,997.00	0.00	19,997.00	0.00	0
<b>TOTAL DISTRICT ATTORNEY</b>	<b>308,338</b>	<b>324,902</b>	<b>30,670.47</b>	<b>325,096.40</b>	<b>306,994.94</b>	<b>324,901.63</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - ELECTIONS

The Software Group, Inc. For the Month of September and the 12 Months Ending September 30, 2005

10 - GENERAL FUND - ELECTIONS

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
490-1500 Election Workers	15,000	28,664	0.00	28,663.50	28,550.67	28,663.50	0.00	0
490-2150 Soc Sec Taxes	0	358	0.00	358.17	588.08	358.17	0.00	0
490-3040 Election Materials	15,000	19,261	6,079.12	19,261.28	14,705.17	19,261.28	0.00	0
490-4502 Educational Expense	3,000	1,004	0.00	1,003.70	391.60	1,003.70	0.00	0
490-4750 Facilities Lease	350	545	0.00	545.00	315.00	545.00	0.00	0
490-5200 Computer Equipment	0	2,513	2,512.57	2,512.57	179.97	2,512.57	0.00	0
<b>TOTAL ELECTIONS</b>	<b>33,350</b>	<b>52,344</b>	<b>8,591.69</b>	<b>52,344.22</b>	<b>44,730.49</b>	<b>52,344.22</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - COUNTY AUDITOR

495-1100 Salary Apptd Officia	40,091	41,143	3,457.88	41,143.44	40,090.08	41,143.44	0.00	0
495-1200 Salary Regular Empl	25,761	26,437	2,222.72	26,437.26	25,731.12	26,437.26	0.00	0
495-2150 Soc Sec Taxes	5,038	5,043	432.62	5,043.26	4,896.30	5,043.26	0.00	0
495-2300 Retirement Match	6,237	6,207	513.54	6,206.52	6,312.30	6,206.52	0.00	0
495-2450 Unemployment Comp	250	398	153.38	397.91	243.53	397.91	0.00	0
495-3010 Office Supplies	1,500	942	46.27	961.39	1,322.22	942.11	0.00	0
495-3095 Books & Publications	100	0	0.00	0.00	0.00	0.00	0.00	***
495-4230 Bonds	300	269	0.00	268.50	0.00	268.50	0.00	0
495-4495 Contracted Services	1,000	643	0.00	643.00	1,203.50	643.00	0.00	0
495-4502 Educational Expense	1,500	1,104	0.00	1,104.03	802.20	1,104.03	0.00	0
495-4520 Act. Reimbursable M	500	82	11.46	82.44	219.60	82.44	0.00	0
495-4600 Assoc & Organization	120	130	0.00	130.00	130.00	130.00	0.00	0
<b>TOTAL COUNTY AUDITOR</b>	<b>82,397</b>	<b>82,398</b>	<b>6,837.87</b>	<b>82,417.75</b>	<b>80,950.85</b>	<b>82,398.47</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - COUNTY TREASURER

497-1000 Salary Elected Offic	36,012	36,957	3,091.04	36,957.42	36,012.00	36,957.42	0.00	0
497-1200 Salary Regular Empl	63,413	61,596	3,337.82	61,595.96	61,376.15	61,595.96	0.00	0
497-1300 Part Time Employees	5,000	6,690	1,909.33	6,689.50	5,310.39	6,689.50	0.00	0
497-2150 Soc Sec Taxes	7,989	7,505	593.81	7,504.51	7,444.86	7,504.51	0.00	0
497-2300 Retirement Match	9,890	9,607	637.98	9,607.26	9,889.91	9,607.26	0.00	0
497-2450 Unemployment Comp	300	387	135.91	387.26	255.53	387.26	0.00	0
497-3010 Office Supplies	1,000	1,010	85.37	1,006.28	1,000.00	1,009.88	0.00	0
497-3030 Printed Stationery,	1,000	1,000	194.78	1,000.00	1,000.00	1,000.00	0.00	0
497-3065 Computer Forms	1,000	989	59.66	967.87	991.17	988.71	0.00	0
497-3095 Books and Publicatio	400	389	389.00	389.00	394.00	389.00	0.00	0
497-4230 Bonds	200	193	0.00	192.50	159.20	192.50	0.00	0
497-4502 Educational Expense	3,000	2,970	534.85	2,969.71	2,600.00	2,969.71	0.00	0
497-4520 Act. Reimbursable M	100	46	5.68	45.82	84.39	45.82	0.00	0
497-4600 Assoc & Organization	150	150	0.00	150.00	150.00	150.00	0.00	0
<b>TOTAL COUNTY TREASURER</b>	<b>129,454</b>	<b>129,488</b>	<b>10,975.23</b>	<b>129,463.09</b>	<b>126,667.60</b>	<b>129,487.53</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - TAX ASSESSOR

499-1000 Salary Elected Offic	36,012	36,957	3,091.04	36,957.42	36,012.00	36,957.42	0.00	0
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BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

The Software Group, Inc. For the Month of September and the 12 Months Ending September 30, 2005

10 - GENERAL FUND - TAX ASSESSOR

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
499-1200 Salary Regular Empl	256,602	266,655	22,473.98	266,654.58	253,433.69	266,654.58	0.00	0
499-1900 Salary Supplements	0	1,500	125.00	1,500.00	-1,500.00	1,500.00	0.00	0
499-2150 Soc Sec Taxes	22,385	22,134	1,885.65	22,133.92	20,504.85	22,133.92	0.00	0
499-2300 Retirement Match	27,711	28,024	2,322.39	28,024.13	27,534.20	28,024.13	0.00	0
499-2450 Unemployment Comp	900	1,578	607.54	1,577.79	930.74	1,577.79	0.00	0
499-3010 Office Supplies	14,000	11,294	2,423.43	10,598.67	12,480.98	11,293.72	0.00	0
499-3080 Postage	24,000	13,368	0.00	13,368.17	18,882.49	13,368.17	0.00	0
499-4230 Bonds	4,000	3,550	0.00	3,550.00	0.00	3,550.00	0.00	0
499-4502 Educational Expense	3,000	4,972	1,294.14	4,972.09	2,597.79	4,972.09	0.00	0
499-4520 Act. Reimbursable M	1,300	1,080	247.58	1,080.27	1,029.86	1,080.27	0.00	0
499-4600 Assoc & Organization	400	390	0.00	390.00	400.00	390.00	0.00	0
<b>TOTAL TAX ASSESSOR</b>	<b>390,310</b>	<b>391,502</b>	<b>34,470.75</b>	<b>390,807.04</b>	<b>372,306.60</b>	<b>391,502.09</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - APPRAISAL DISTRICT

505-4640 Appr Dist Pro-Rata	163,500	159,844	38,255.66	159,844.16	152,177.92	159,844.16	0.00	0
<b>TOTAL APPRAISAL DISTRICT</b>	<b>163,500</b>	<b>159,844</b>	<b>38,255.66</b>	<b>159,844.16</b>	<b>152,177.92</b>	<b>159,844.16</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - 9-1-1 MAPPING

509-1200 1-1 - Salary Regular	24,348	25,037	2,096.76	25,036.73	24,356.00	25,036.73	0.00	0
509-1300 1-1 MAPPING - Part T	16,000	14,715	1,422.32	14,715.09	13,912.50	14,715.09	0.00	0
509-2150 1-1 - Soc Sec Taxes	3,087	3,041	269.20	3,041.02	2,927.61	3,041.02	0.00	0
509-2300 1-1 - Retirement Mat	3,821	3,651	318.11	3,650.52	3,670.39	3,650.52	0.00	0
509-2450 1-1 - Unemployment C	0	235	89.30	234.75	140.47	234.75	0.00	0
509-3010 1-1 - Office Supplie	1,500	485	0.00	485.31	1,281.68	485.31	0.00	0
509-3200 1-1 MAPPING - Gasoli	500	966	324.21	1,139.80	968.93	1,139.80	-174.11	-18
509-3220 1-1 MAPPING - Oil, G	100	23	0.00	22.95	82.85	22.95	0.00	0
509-4430 1-1 MAPPING - Vehicl	600	649	320.17	649.28	846.29	649.28	0.00	0
509-4502 1-1 - Educational Ex	1,000	594	0.00	594.13	1,543.50	594.13	0.00	0
<b>TOTAL 9-1-1 MAPPING</b>	<b>50,956</b>	<b>49,395</b>	<b>4,840.07</b>	<b>49,569.58</b>	<b>49,730.22</b>	<b>49,569.58</b>	<b>-174.11</b>	<b>-0</b>

10 - GENERAL FUND - COUNTY BUILDINGS

510-1100 Appointed Official	30,746	31,077	2,599.20	31,076.85	30,282.00	31,076.85	0.00	0
510-1200 Salary Regular Empl	64,257	64,618	5,892.08	64,617.75	65,791.59	64,617.75	0.00	0
510-2150 Soc Sec Taxes	7,268	7,220	649.56	7,220.48	7,145.09	7,220.48	0.00	0
510-2300 Retirement Match	8,997	8,787	767.62	8,786.54	9,197.17	8,786.54	0.00	0
510-2450 Unemployment Comp	350	574	219.31	573.74	347.91	573.74	0.00	0
510-3110 Uniforms & Accessori	2,000	2,455	401.85	2,454.80	1,539.49	2,454.80	0.00	0
510-3200 Gasoline	2,000	3,726	695.70	3,725.77	1,969.22	3,725.77	0.00	0
510-3220 Oil, Grease & Lubric	250	132	9.00	132.15	82.67	132.15	0.00	0
510-3380 Misc. Expenses	13,000	13,021	1,069.04	13,021.16	12,346.83	13,006.51	14.98	0
510-3390 Hand Tools, Equip, E	1,000	717	19.98	716.80	508.88	716.80	0.00	0
510-3400 Lawns & Grounds	1,000	975	109.70	975.39	1,231.35	975.39	0.00	0



The Software Group, Inc. For the Month of September and the 12 Months Ending September 30, 2005

10 - GENERAL FUND - CONSTABLE #3

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
553-3200 Gasoline	750	1,005	228.91	1,005.40	138.00	1,005.40	0.00	0
553-3420 Vehicle Repair & Mai	0	184	0.00	184.14	0.00	184.14	0.00	0
553-4230 Bonds	200	178	0.00	177.50	0.00	177.50	0.00	0
553-4470 Communication Maint.	0	90	0.00	90.00	0.00	90.00	0.00	0
553-4600 Assoc & Organization	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL CONSTABLE #3</b>	<b>25,161</b>	<b>26,391</b>	<b>2,294.47</b>	<b>26,390.84</b>	<b>24,316.44</b>	<b>26,390.84</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - CONSTABLE #4

554-1000 Elected Official	20,628	21,164	1,770.14	21,164.34	20,622.96	21,164.34	0.00	0
554-2150 Social Security Tax	1,579	1,566	122.08	1,565.64	1,468.00	1,565.64	0.00	0
554-2300 Retirement Match	1,954	1,944	160.02	1,944.12	1,977.72	1,944.12	0.00	0
554-3010 General Office	200	206	92.29	206.02	47.11	206.02	0.00	0
554-3145 Guns & Ammunition	50	0	0.00	0.00	0.00	0.00	0.00	***
554-3200 Gasoline	750	677	170.17	676.56	1,477.43	676.56	0.00	0
554-3420 Vehicle Repair & Mai	0	641	0.00	641.45	0.00	641.45	0.00	0
554-4230 Bonds	200	50	0.00	50.00	100.00	50.00	0.00	0
554-4470 Other Communication	350	0	0.00	0.00	350.00	0.00	0.00	***
554-4502 Educational Expense	200	107	62.97	107.07	15.53	107.07	0.00	0
554-4503 TOBACCO EDUCATION GR	0	440	0.00	440.18	0.00	440.18	0.00	0
554-4504 MART GRANT	0	750	256.59	646.03	0.00	750.00	0.00	0
554-4600 Assoc & Organization	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL CONSTABLE #4</b>	<b>25,911</b>	<b>27,545</b>	<b>2,634.26</b>	<b>27,441.41</b>	<b>26,058.75</b>	<b>27,545.38</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - COUNTY SHERIFF

560-1000 Salary Elected Offic	38,340	39,347	3,290.86	39,346.53	38,340.00	39,346.53	0.00	0
560-1200 Salary Regular Empl	707,802	752,001	68,430.19	752,000.68	705,970.61	752,000.68	0.00	0
560-2150 Soc Sec Taxes	57,080	60,563	5,368.45	60,563.23	55,495.15	60,563.23	0.00	0
560-2300 Retirement Match	70,660	71,702	6,246.77	71,701.56	71,347.64	71,701.56	0.00	0
560-2450 Unemployment Comp	3,000	4,707	1,808.90	4,707.21	2,829.11	4,707.21	0.00	0
560-3010 General Office Suppl	5,500	5,700	370.05	5,571.80	3,818.61	5,750.05	-50.00	-1
560-3030 Stationery, Forms, B	0	338	0.00	338.30	1,373.76	338.30	0.00	0
560-3105 Investigative	7,500	17,318	1,160.20	17,942.52	9,916.51	17,942.52	-625.00	-4
560-3110 Uniforms & Accessori	3,000	3,719	254.83	3,753.68	931.30	3,753.68	-34.50	-1
560-3145 Guns & Ammunition	1,000	1,032	80.83	1,031.88	780.00	1,031.88	0.00	0
560-3200 Gasoline	45,000	66,660	12,859.66	70,614.42	55,252.06	70,614.42	-3,954.07	-6
560-3220 Oil, Grease & Lubric	2,500	2,399	300.95	2,325.43	2,651.22	2,398.93	0.00	0
560-3230 Batteries	500	284	0.00	284.00	319.43	284.00	0.00	0
560-3240 Tires & Tubes	3,500	5,456	367.47	5,456.10	2,936.01	5,456.10	0.00	0
560-3380 Misc. Expenses	2,500	648	-760.33	165.44	1,166.70	691.01	-43.43	-7
560-3420 Vehicle Repair & Mai	7,500	7,560	909.02	7,290.19	9,313.18	7,560.14	0.00	0
560-4230 Bonds	750	290	0.00	290.19	477.46	290.19	0.00	0
560-4470 Other Communication	5,000	5,635	351.16	5,634.75	4,198.25	5,634.75	0.00	0
560-4490 Legal Ads & Notices	500	205	-50.50	204.50	208.25	204.50	0.00	0
560-4495 Other Contracted Ser	3,000	3,298	1,183.11	3,298.11	1,667.35	3,298.11	0.00	0
560-4502 Educational Expense	5,000	6,522	1,347.10	6,935.40	3,574.95	7,475.40	-953.10	-15

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

The Software Group, Inc. For the Month of September and the 12 Months Ending September 30, 2005

10 - GENERAL FUND - COUNTY SHERIFF

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
560-4600 Association Dues	750	650	0.00	650.00	735.00	650.00	0.00	0
560-5350 Communication Equipm	5,000	1,076	9.46	1,075.92	1,587.02	1,075.92	0.00	0
560-5500 Vehicles	96,000	109,215	11,291.45	109,215.00	96,000.00	109,215.00	0.00	0
560-5900 Lights bars, Sirens,	3,500	3,720	675.00	3,720.00	2,937.59	3,720.00	0.00	0
<b>TOTAL COUNTY SHERIFF</b>	<b>1,074,882</b>	<b>1,170,044</b>	<b>115,494.63</b>	<b>1,174,116.84</b>	<b>1,073,827.16</b>	<b>1,175,704.11</b>	<b>-5,660.10</b>	<b>-0</b>

10 - GENERAL FUND - COUNTY JAIL

565-1200 Salary Regular Empl	1,049,000	1,006,063	86,974.54	1,006,063.19	1,007,163.08	1,006,063.19	0.00	0
565-1300 Part-Time Employees	0	52,744	4,162.50	52,744.49	45,532.90	52,744.49	0.00	0
565-2150 Soc Sec Taxes	80,249	79,460	6,875.81	79,459.64	78,228.34	79,459.64	0.00	0
565-2300 Retirement Match	99,341	94,570	7,997.39	94,570.41	99,618.84	94,570.41	0.00	0
565-2450 Unemployment Comp	3,500	6,185	2,472.88	6,185.36	3,870.25	6,185.36	0.00	0
565-3010 General Office Suppl	3,000	6,691	688.10	6,759.55	2,722.84	6,690.99	0.00	0
565-3096 Audio & Visual Mater	0	0	0.00	0.00	0.00	0.00	0.00	***
565-3105 Investigative	0	0	0.00	0.00	4,550.00	0.00	0.00	***
565-3110 Uniforms & Accessori	3,000	2,845	428.12	2,845.28	1,152.80	2,845.28	0.00	0
565-3115 Personal Items	2,000	2,114	193.85	2,113.85	953.42	2,113.85	0.00	0
565-3120 Linens & Bedding	3,000	3,758	0.00	3,757.79	728.25	3,757.79	0.00	0
565-3125 Prescriptions	48,000	50,443	13,559.65	56,102.90	25,180.07	56,102.90	-5,659.92	-11
565-3130 Jail Clothing	4,000	3,025	807.75	3,832.33	722.42	3,832.33	-807.75	-27
565-3135 Food	230,000	220,497	31,923.72	220,497.00	245,852.18	220,497.00	0.00	0
565-3380 Misc. Expenses	5,000	5,179	2,503.16	5,179.49	3,516.64	5,179.49	0.00	0
565-3420 Vehicle Repair & Mai	3,000	3,780	1,620.08	2,769.92	2,980.84	3,779.86	0.00	0
565-3480 Janitorial Supplies	20,000	29,562	4,735.62	29,561.53	25,228.77	29,561.53	0.00	0
565-4460 Radio & Teletype Mai	2,000	2,746	900.75	2,746.00	3,009.20	2,746.00	0.00	0
565-4495 Contracted Services	5,000	4,353	331.48	4,353.23	7,527.46	4,353.23	0.00	0
565-4501 Transporting Prisoner	3,000	4,858	165.46	4,984.56	8,889.07	4,984.56	-126.76	-3
565-4502 Educational Expense	3,000	3,129	952.88	3,129.12	4,872.78	3,129.12	0.00	0
565-4860 Prisoner Medical	100,000	54,481	10,900.67	58,513.29	135,633.18	58,513.29	-4,031.86	-7
565-4861 Prisoner Nurse	0	0	0.00	0.00	0.00	0.00	0.00	***
565-4865 Employee Medical Exa	1,000	1,306	261.00	1,306.00	1,016.00	1,306.00	0.00	0
565-5350 Communication Equipm	0	1,907	0.00	1,906.75	63.92	1,906.75	0.00	0
565-5750 Miscellaneous Equipm	3,000	-1,361	0.00	-1,361.00	260.00	-1,361.00	0.00	***
<b>TOTAL COUNTY JAIL</b>	<b>1,670,090</b>	<b>1,638,336</b>	<b>178,455.41</b>	<b>1,648,020.68</b>	<b>1,709,273.25</b>	<b>1,648,962.06</b>	<b>-10,626.29</b>	<b>-1</b>

10 - GENERAL FUND - ADULT PROBATION

570-4330 Local Telephone Serv	2,500	2,515	0.00	2,514.94	2,553.72	2,514.94	0.00	0
<b>TOTAL ADULT PROBATION</b>	<b>2,500</b>	<b>2,515</b>	<b>0.00</b>	<b>2,514.94</b>	<b>2,553.72</b>	<b>2,514.94</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - JUVENILE PROBATION

575-1900 Supplements	4,800	4,800	400.00	4,800.00	4,800.00	4,800.00	0.00	0
575-2150 Social Security Tax	13,000	13,434	1,199.27	13,433.72	13,309.40	13,433.72	0.00	0

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

The Software Group, Inc. For the Month of September and the 12 Months Ending September 30, 2005

10 - GENERAL FUND - JUVENILE PROBATION

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
575-2300 Retirement Match	16,500	16,363	1,453.26	16,362.74	16,629.39	16,362.74	0.00	0
575-2450 Unemployment Compens	900	604	-63.53	603.54	663.76	603.54	0.00	0
575-4035 Juvenile Board	4,800	4,800	400.00	4,800.00	4,800.00	4,800.00	0.00	0
575-4496 E	23,000	23,000	0.00	23,000.00	26,471.11	23,000.00	0.00	0
<b>TOTAL JUVENILE PROBATION</b>	<b>63,000</b>	<b>63,000</b>	<b>3,389.00</b>	<b>63,000.00</b>	<b>66,673.66</b>	<b>63,000.00</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - DPS

580-1200 Salary Regular Empla	24,747	25,444	2,135.28	25,443.83	24,755.12	25,443.83	0.00	0
580-2150 Soc Sec Taxes	1,894	1,776	149.13	1,775.83	1,725.64	1,775.83	0.00	0
580-2300 Retirement Match	2,344	2,337	193.03	2,337.19	2,374.06	2,337.19	0.00	0
580-2450 Unemployment Comp	150	150	57.48	149.87	91.56	149.87	0.00	0
580-3380 Other Operating	2,000	1,744	173.55	1,743.71	2,243.10	1,743.71	0.00	0
580-5800 Radar	4,000	907	2,010.00	2,916.66	3,757.75	2,916.66	-2,010.00	222
<b>TOTAL DPS</b>	<b>35,135</b>	<b>32,357</b>	<b>4,718.47</b>	<b>34,367.09</b>	<b>34,947.23</b>	<b>34,367.09</b>	<b>-2,010.00</b>	<b>-6</b>

10 - GENERAL FUND - PCT. #1

611-1200 Salary Regular Empla	614,175	705,381	60,272.54	705,381.46	605,304.43	705,381.46	0.00	0
611-1300 Part Time Employees	177,629	50,374	4,069.84	50,374.09	58,409.91	50,374.09	0.00	0
611-2150 Soc Sec Taxes	60,574	56,290	4,813.36	56,289.81	49,062.94	56,289.81	0.00	0
611-2300 Retirement Match	58,163	65,811	5,816.58	65,810.76	58,272.52	65,810.76	0.00	0
611-2450 Unemployment Comp	2,700	4,401	1,702.66	4,401.45	2,399.88	4,401.45	0.00	0
611-3010 Office Supplies	3,000	2,323	63.75	2,124.66	1,951.82	2,323.42	0.00	0
611-3110 Uniforms & Accessori	15,000	13,181	1,602.66	14,000.62	10,681.01	14,000.62	-820.10	-6
611-3200 Gasoline	36,920	36,807	3,426.49	36,807.03	21,033.95	36,807.03	0.00	0
611-3210 Diesel	67,600	129,039	25,785.73	129,039.42	90,528.16	129,039.42	0.00	0
611-3220 Oil, Grease, Lubrica	16,120	13,962	2,508.00	13,961.74	11,706.90	13,961.74	0.00	0
611-3230 Batteries	4,600	3,404	811.00	3,725.90	4,692.40	3,403.90	0.00	0
611-3240 Tires & Tubes	30,000	23,666	6,364.95	23,305.72	24,542.61	23,665.72	0.00	0
611-3300 Culverts	66,000	32,712	320.94	32,712.45	38,402.84	32,712.45	0.00	0
611-3330 Sand & Gravel	80,000	48,099	31,690.52	48,098.52	13,425.78	48,098.52	0.00	0
611-3340 Road Oil	600,000	593,662	157,127.04	593,661.83	360,378.86	593,661.83	0.00	0
611-3350 Plant Mix Asphalt	50,000	30,535	0.00	30,535.28	49,998.75	30,535.28	0.00	0
611-3360 Slurry Seal	50,000	0	0.00	0.00	8,934.50	0.00	0.00	***
611-3380 Misc. Expenses	19,000	24,070	2,157.14	24,275.90	18,937.57	24,129.90	-59.88	-0
611-3390 Hand Tools	10,500	10,352	2,067.39	10,157.07	11,671.03	10,351.99	0.00	0
611-3420 Vehicle Repair & Mai	30,000	32,976	6,583.48	32,945.60	27,466.21	32,975.98	0.00	0
611-3430 Equipment Repair & M	86,000	74,616	3,321.87	74,577.20	79,568.20	74,616.39	0.00	0
611-3460 Plumbing	1,500	69	0.00	68.71	1,214.31	68.71	0.00	0
611-3470 Electrical	10,000	0	0.00	0.00	626.95	0.00	0.00	***
611-4300 Electricity	6,000	6,669	1,154.46	6,669.04	3,797.39	6,669.04	0.00	0
611-4310 Water, Sewer & Garba	2,000	3,768	433.36	3,767.68	1,165.77	3,767.68	0.00	0
611-4335 Long Dist Telephone	6,000	3,884	332.91	3,883.69	5,391.09	3,883.69	0.00	0
611-4480 Labor	15,000	534	0.00	541.50	1,650.69	533.50	0.00	0
611-4495 Contracted Services	80,000	86,554	2,400.00	86,554.36	83,954.42	86,554.36	0.00	0
611-4700 Equipment Lease	14,000	15,833	5,333.33	15,833.33	20,425.50	15,833.33	0.00	0

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

10 - GENERAL FUND - PCT. #1

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
611-5000 Land/Buildings	5,000	0	0.00	0.00	88.92	0.00	0.00	***
611-5100 Facilities Improve	12,500	7,659	450.00	7,658.55	9,029.36	7,658.55	0.00	0
611-5600 Road Equipment	215,000	370,477	13,750.00	370,477.22	153,594.00	370,477.22	0.00	0
611-6000 Principal	0	0	0.00	0.00	56,590.36	0.00	0.00	***
611-6500 Interest	0	0	0.00	0.00	2,483.09	0.00	0.00	***
<b>TOTAL PCT. #1</b>	<b>2,444,981</b>	<b>2,447,108</b>	<b>344,360.00</b>	<b>2,447,640.59</b>	<b>1,887,382.12</b>	<b>2,447,987.84</b>	<b>-879.98</b>	<b>-0</b>

10 - GENERAL FUND - RIGHT OF WAY

625-5050 Purchase Right of Wa	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL RIGHT OF WAY</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>***</b>

10 - GENERAL FUND - ALLOCATIONS TO ORGANIZATIONS

633-4630 GLADEWATER LIBRARY	0	0	0.00	0.00	0.00	0.00	0.00	***
633-4631 NORTHEAST TEXAS CHIL	0	0	0.00	0.00	0.00	0.00	0.00	***
633-4632 GREGG COUNTY HUMANE	0	0	0.00	0.00	0.00	0.00	0.00	***
633-4633 ELDERLY MEALS	0	0	0.00	0.00	0.00	0.00	0.00	***
633-4634 SABINE VALLEY MHMR	0	0	0.00	0.00	0.00	0.00	0.00	***
633-4635 LITERACY PROGRAM	0	0	0.00	0.00	0.00	0.00	0.00	***
633-4636 HISTORICAL COMMISSIO	0	0	0.00	0.00	0.00	0.00	0.00	***
633-4637 SOIL & WATER CONSERV	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL ALLOCATIONS TO ORGANIZA</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>***</b>

10 - GENERAL FUND - CHILD PROTECTIVE BOARD

640-4630 . GLADEWATER LIBRARY	5,000	5,000	0.00	5,000.00	0.00	5,000.00	0.00	0
<b>TOTAL CHILD PROTECTIVE BOARD</b>	<b>5,000</b>	<b>5,000</b>	<b>0.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - NORTHEAST TEXAS CHILD ADVOCACY CENTER

641-4630 Allocations to Organ	5,000	5,000	0.00	5,000.00	5,000.00	5,000.00	0.00	0
<b>TOTAL NORTHEAST TEXAS CHILD A</b>	<b>5,000</b>	<b>5,000</b>	<b>0.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - INDIGENT HEALTH

642-1100 Salary Appointed Off	34,092	34,968	2,924.44	34,968.12	34,092.00	34,968.12	0.00	0
642-2150 Social Security Taxe	2,609	2,459	204.72	2,459.39	2,398.56	2,459.39	0.00	0
642-2300 Retirement Match	3,229	3,212	264.36	3,212.04	3,269.34	3,212.04	0.00	0
642-2450 Unemployment Compens	150	206	78.96	206.02	126.14	206.02	0.00	0
642-3010 Office Supplies	200	105	0.00	104.89	185.65	104.89	0.00	0

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

The Software Group, Inc. For the Month of September and the 12 Months Ending September 30, 2005

10 - GENERAL FUND - INDIGENT HEALTH

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
642-4801 Physician, Non	10,000	8,604	1,298.91	8,603.71	15,722.77	8,603.71	0.00	0
642-4802 Prescription Drugs	15,000	15,831	3,152.25	15,831.12	17,775.88	15,831.12	0.00	0
642-4803 Hospital Charges	50,000	64,016	4,807.97	64,978.58	70,742.47	64,978.58	-962.71	-2
<b>TOTAL INDIGENT HEALTH</b>	<b>115,280</b>	<b>129,401</b>	<b>12,731.61</b>	<b>130,363.87</b>	<b>144,312.81</b>	<b>130,363.87</b>	<b>-962.71</b>	<b>-1</b>

10 - GENERAL FUND - SABINE VALLEY MHMR

644-4630 Allocations to Org	15,000	15,000	0.00	15,000.00	11,400.00	15,000.00	0.00	0
<b>TOTAL SABINE VALLEY MHMR</b>	<b>15,000</b>	<b>15,000</b>	<b>0.00</b>	<b>15,000.00</b>	<b>11,400.00</b>	<b>15,000.00</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - LIBRARY SERVICES

650-1100 Salary Apptd Officia	32,208	33,043	2,763.66	33,043.17	30,856.34	33,043.17	0.00	0
650-1200 Salary Regular Emplo	78,733	81,640	6,435.94	81,640.20	81,854.24	81,640.20	0.00	0
650-1300 Part Time Employees	6,289	8,262	754.48	8,262.01	8,032.77	8,262.01	0.00	0
650-2150 Soc Sec Taxes	8,969	9,158	748.60	9,157.51	8,731.20	9,157.51	0.00	0
650-2300 Retirement Match	11,102	10,536	831.64	10,535.97	10,670.49	10,535.97	0.00	0
650-2450 Unemployment Comp	500	726	276.72	725.90	439.62	725.90	0.00	0
650-3010 General Office Suppl	3,500	3,768	31.96	3,890.04	3,130.86	3,767.96	0.00	0
650-3097 Subscriptions	1,700	1,532	1,582.75	3,114.75	1,596.90	1,532.00	0.00	0
650-3380 Other Operating	300	60	60.00	60.00	142.05	60.00	0.00	0
650-4495 Other Contracted Ser	12,000	12,890	216.45	12,889.57	3,133.74	12,889.57	0.00	0
650-4502 Educational Expense	1,000	882	0.00	881.95	796.98	881.95	0.00	0
650-4600 Assoc. & Organizatio	200	0	0.00	0.00	0.00	0.00	0.00	***
650-5475 Library Materials	25,000	24,191	2,230.24	25,724.42	26,086.21	24,191.38	0.00	0
<b>TOTAL LIBRARY SERVICES</b>	<b>181,501</b>	<b>186,688</b>	<b>15,932.44</b>	<b>189,925.49</b>	<b>175,471.40</b>	<b>186,687.62</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - LITERACY PROGRAM

653-4630 Allocations to Organ	7,500	7,500	0.00	7,500.00	5,625.00	7,500.00	0.00	0
<b>TOTAL LITERACY PROGRAM</b>	<b>7,500</b>	<b>7,500</b>	<b>0.00</b>	<b>7,500.00</b>	<b>5,625.00</b>	<b>7,500.00</b>	<b>0.00</b>	<b>0</b>

10 - GENERAL FUND - HISTORICAL COMMISSION

655-4630 Allocations to Org	500	0	0.00	0.00	500.00	0.00	0.00	***
<b>TOTAL HISTORICAL COMMISSION</b>	<b>500</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>***</b>

10 - GENERAL FUND - PARKS BOARD

660-4630 . PARKS (ORE CITY)	2,500	2,500	0.00	2,500.00	0.00	2,500.00	0.00	0
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BUDGETARY ACCOUNTING SYSTEM  
 Statement of Expenditures - Budget vs Actual vs Last Year  
 GENERAL FUND

The Software Group, Inc. For the Month of September and the 12 Months Ending September 30, 2005

10 - GENERAL FUND - PARKS BOARD

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
TOTAL PARKS BOARD	2,500	2,500	0.00	2,500.00	0.00	2,500.00	0.00	0

10 - GENERAL FUND - EXTENSION SERVICE

665-1200 Salary Regular Emplo	41,628	42,685	3,569.84	42,684.75	39,894.40	42,684.75	0.00	0
665-2150 Soc Sec Taxes	3,185	2,972	247.38	2,972.19	2,740.14	2,972.19	0.00	0
665-2300 Retirement Match	3,943	2,367	194.84	2,367.42	2,410.08	2,367.42	0.00	0
665-2450 Unemployment Comp	150	251	96.38	251.46	135.00	251.46	0.00	0
665-3010 Office Supplies	1,000	947	249.11	947.46	1,466.89	947.46	0.00	0
665-4502 Educational Expense	1,000	738	277.39	737.92	1,649.12	737.92	0.00	0
665-4520 Act. Reimbursable M	3,000	3,106	304.61	3,106.26	2,954.11	3,106.26	0.00	0
665-4600 Assoc.& Organization	150	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL EXTENSION SERVICE	54,056	53,067	4,939.55	53,067.46	51,249.74	53,067.46	0.00	0

10 - GENERAL FUND - SOIL & WATER CONSERV

670-4630 Allocations to Org	3,000	3,000	0.00	3,000.00	3,000.00	3,000.00	0.00	0
TOTAL SOIL & WATER CONSERV	3,000	3,000	0.00	3,000.00	3,000.00	3,000.00	0.00	0

10 - GENERAL FUND - WASTE DISPOSAL

685-4495 Other Contracted Ser	15,000	2,421	149.76	2,420.77	15,831.60	2,420.77	0.00	0
TOTAL WASTE DISPOSAL	15,000	2,421	149.76	2,420.77	15,831.60	2,420.77	0.00	0
TOTAL GENERAL FUND	9,929,886	10,158,226	1,118,305.80	10,170,275.01	9,269,360.65	10,185,222.05	-26,995.83	-0

BUDGETARY ACCOUNTING SYSTEM  
 Statement of Expenditures - Budget vs Actual vs Last Year  
 INSURANCE CLAIMS

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

86 - INSURANCE CLAIMS - TOTAL DEPARTMENTS

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
400-2900 Health Claims	1,500,000	1,673,428	207,917.04	1,673,427.67	983,151.99	1,673,427.67	0.00	0
400-2930 Premiums	500,000	520,218	1,041.41	520,217.60	642,472.53	520,217.60	0.00	0
<b>TOTAL TOTAL DEPARTMENTS</b>	<b>2,000,000</b>	<b>2,193,645</b>	<b>208,958.45</b>	<b>2,193,645.27</b>	<b>1,625,624.52</b>	<b>2,193,645.27</b>	<b>0.00</b>	<b>0</b>
<b>TOTAL INSURANCE CLAIMS</b>	<b>2,000,000</b>	<b>2,193,645</b>	<b>208,958.45</b>	<b>2,193,645.27</b>	<b>1,625,624.52</b>	<b>2,193,645.27</b>	<b>0.00</b>	<b>0</b>
<b>TOTAL FOR REPORTED FUNDS</b>	<b>11,929,886</b>	<b>12,351,871</b>	<b>1,327,264.25</b>	<b>12,363,920.28</b>	<b>10,894,985.17</b>	<b>12,378,867.32</b>	<b>-26,995.83</b>	<b>-0</b>

# TREASURER'S MONTHLY REPORT

By Myra Harris, County Treasurer

Sept 1 thru Sept 30, 2005

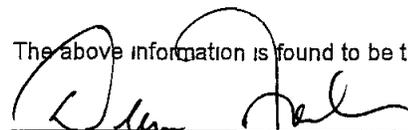
	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Acct	\$ 5,440,154 41	\$ 647,573 09	\$ 758,053 42	\$ -	\$ 511,751 04	\$ 4,817,923 04	\$ 2,400,000 00	\$ 1,800,000 00	\$ 25,610 27	\$ 4,792,312 77	\$ 4,817,923 04
Insurance Acct	\$ 4,833 91	\$ 29,906 31	\$ 209,093 29	\$ 177,987 55	\$ -	\$ 3,634 48	\$ -	\$ -	\$ 3,634 48	\$ 0 00	\$ 3,634 48
IRC125 Acct	\$ 4,467 96	\$ 8,465 00	\$ 8,465 00	\$ -	\$ -	\$ 4,467 96	\$ -	\$ -	\$ 4,467 96	\$ -	\$ 4,467 96
Ins Clearing	\$14,665 59	\$0 00	\$256 98	\$ -	\$ 13,000 00	\$ -	\$ -	\$ -	\$1,408 61	\$ -	\$1,408 61
Payroll Clearing	\$1,000 00	\$ -	\$ 346,763 49	\$ 346,763 49	\$ -	\$1,000 00	\$ -	\$ -	\$1,000 00	\$ -	\$1,000 00
Sharon Water Grant	\$0 00	\$0 00	\$0 00	\$ -	\$ -	\$0 00	\$ -	\$ -	\$0 00	\$ -	\$0 00
<b>Totals</b>	<b>\$ 5,465,121 87</b>	<b>\$ 685,944 40</b>	<b>\$ 1,322,632 18</b>	<b>\$ 524,751 04</b>	<b>\$ 524,751 04</b>	<b>\$ 4,828,434 09</b>	<b>\$ 2,400,000 00</b>	<b>\$ 1,800,000 00</b>	<b>\$ 36,121 32</b>	<b>\$ 4,792,312 77</b>	<b>\$ 4,828,434 09</b>

**INDEBTEDNESS**

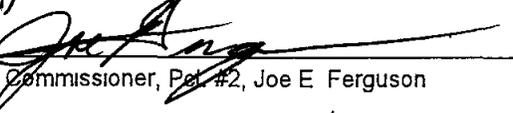
1997 Certificate of Obligations \$ 2,260,000 00

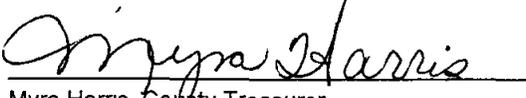
**TOTAL INDEBTEDNESS \$ 2,260,000 00**

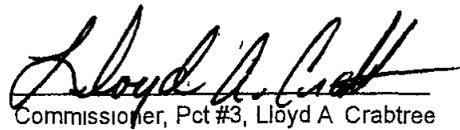
The above information is found to be true and correct

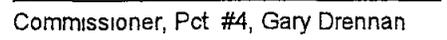
  
County Judge, Dean Fowler

  
Commissioner, Pct #1, James Crittenden

  
Commissioner, Pct #2, Joe E. Ferguson

  
Myra Harris, County Treasurer

  
Commissioner, Pct #3, Lloyd A. Crabtree

  
Commissioner, Pct #4, Gary Drennan

Investment Register on back

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



# TREASURER'S QUARTERLY REPORT

By Myra Harris, County Treasurer

July 1 --Sept. 30, 2005

	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Demand	Investments	Total
Operating Account	\$ 6,473,582 34	\$ 1,868,797 44	\$ 2,323,596 47	\$ -	\$ 1,200,860 27	\$ 4,817,923 04	\$ 25,610 27	\$ 4,792,312 77	\$ 4,817,923 04
Insurance Acct	\$ 387,568 29	\$ 100,013 60	\$ 667,934 96	\$ 183,987 55	\$ -	\$ 3,634 48	\$ 3,634 48	\$ -	\$ 3,634 48
IRC/125 Account	\$ 2,994 78	\$ 27,256 32	\$ 25,783 14	\$ -	\$ -	\$ 4,467 96	\$ 4,467 96	\$ -	\$ 4,467 96
Insurance Clearing	\$ 20,665 59	\$ -	\$ 256 98	\$ -	\$ 19,000 00	\$ 1,408 61	\$ 1,408 61	\$ -	\$ 1,408 61
Payroll Clearing	\$ 1,000 00	\$ -	\$ 1,035,872 72	\$ 1,035,872 72	\$ -	\$ 1,000 00	\$ 1,000 00	\$ -	\$ 1,000 00
Sharon Water Grant	\$ -	\$ 19,008 00	\$ 19,008 00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 6,885,811 00</b>	<b>\$ 2,015,075 36</b>	<b>\$ 4,072,452 27</b>	<b>\$ 1,219,860 27</b>	<b>\$ 1,219,860 27</b>	<b>\$ 4,828,434 09</b>	<b>\$ 36,121 32</b>	<b>\$ 4,792,312 77</b>	<b>\$ 4,828,434 09</b>

## LIST OF INDEBTEDNESS

1997 Certificates of Obligation \$ 2,260,000 00

**TOTAL INDEBTEDNESS \$ 2,260,000 00**

## LIST OF SECURITIES

Operating	CD#36586	\$ 125,000 00	2 87%	12/01/05
Operating	CD#36655	\$ 190,000 00	2 96%	12/15/05
Tobacco	CD#36715	\$ 803,826 45	3 01%	10/27/05
Operating	CD#36716	\$ 200,000 00	3 01%	10/31/05
Available	CD#36725	\$ 238,986 96	2 97%	10/13/05
Permanent	CD#36756	\$ 1,134,499 36	3 23%	11/17/05
Operating	CD#36730	\$ 350,000 00	3 02%	10/31/05
Operating	CD#36831	\$ 600,000 00	3 22%	11/15/05
Operating	CD#36855	\$ 1,150,000 00	2 57%	10/14/05

**TOTAL SECURITIES \$ 4,792,312 77**

THE STATE OF TEXAS )  
COUNTY OF UPSHUR )

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

Myra Harris, County Treasurer

SWORN TO AND SUBSCRIBED before me this 28th day of October, 2005.

Robin Rodenberg, Clerk  
County Court, Upshur County, Texas

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

Dean Fowler  
County Judge

Lloyd A. Crabtree  
Commissioner, Precinct No. 3

James Crittenden  
Commissioner, Precinct No. 1

Gary Drennan  
Commissioner, Precinct No. 4

Joe E. Ferguson  
Commissioner, Precinct No. 2

SUBSCRIBED AND SWORN TO Before me, this 31st day of October, A.D. 2005

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

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

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
2005 OCT 31 IP 5:07  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_

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

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

PRECINCT NO.: 4                      DATE: 10-31-05

Formal notice is hereby given that *Fendley Teacher 818 Nichols Dr. Tyler TX 75702*, whose principal address is *Indemay & Co. (owner)* does hereby purpose to place a culvert within the ROW of County Road *2*. 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 *31* day of *Oct*, 2005. I, *Fendley Teacher*, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: *Fendley Teacher*  
TELEPHONE: 903-*493-5547*

**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 *10.31*, 2005, except as noted below:

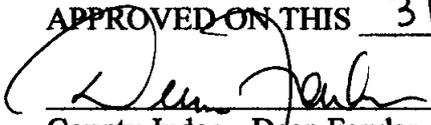
It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add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

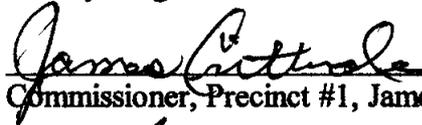
All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this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

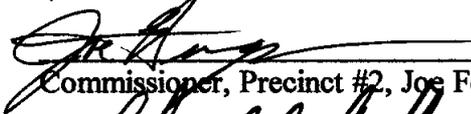
1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed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

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

APPROVED ON THIS 31 DAY OF October, 2005.

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

  
 \_\_\_\_\_  
 Commissioner, Precinct #1, James Crittenden

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

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

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

FILED  
 ROBIN RODEBERG  
 COUNTY CLERK  
 2005 OCT 31 IP 5:08  
 JEFFERSON COUNTY, TX.  
 CLERK'S OFFICE

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS

}

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

}

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

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths)

South on Red Maple 1 mile

2.

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

3.

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

4.

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

5.

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

6.

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

X Leonard Waugh  
First Party Signature

Dean Fowler  
County Judge-Dean Fowler

X 1182 CR 3425  
Street or Box

James Crittenden  
Commissioner, Prec. 1 - James Crittenden

X Cookeville TN 75558  
City, State and Zip Code

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

X 903 572 7721  
Telephone

Lloyd Crabtree  
Commissioner, Prec. 3 - Lloyd Crabtree

X Standers + Boyce  
Timber Tract

Gary Drenhan  
Commissioner, Prec. 4 - Gary Drenhan

**PERMIT ISSUED NOT TO EXCEED 90 DAYS**

FILED  
ROBIN RODEMBERG  
COUNTY CLERK  
2005 OCT 31 P 5:08  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY



October 17, 2005

The Honorable Dean Fowler  
County Judge, Upshur County, Texas  
100 West Tyler Street  
Gilmer, Texas 75644

**Re: eSlate™ Agreements**

Judge Fowler:

Our sincere thanks to you for considering Hart InterCivic, Inc. as your electronic elections business partner. I have enclosed with this letter a signed copy of the completed eSlate® Agreements for your records.

If I may be of further assistance please contact me at 512-252-6665 or 800-223-4278 x 6665, or via email at [lgay@hartic.com](mailto:lgay@hartic.com).

Thank you.

Respectfully,

A handwritten signature in cursive script that reads 'Les Gay'.

Les Gay  
Administrative Services Manager

Enclosures

cc Upshur County, Texas, File

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
2005 OCT 31 P 5:07  
UPSHUR COUNTY, TX  
EX-107  
TYLER



**eSLATE® WARRANTY, SUPPORT, AND LICENSE AGREEMENT**

**(SIGNATURE PAGE)**

This eSlate® Warranty, Support, and License Agreement (“Agreement”) is entered into by and between Hart InterCivic, Inc., a Texas corporation (“Hart”), and Upshur County (“Client”), a governmental subdivision of the State of Texas. This Agreement is entered into in connection with an eSlate® Agreement dated October 3, between Hart and Client under which Client has purchased eSlate® Hardware. This Agreement sets forth terms between Hart and Client applicable to Client’s ownership and use of the eSlate® Hardware and license from Hart of Hart Proprietary Software (including Firmware), including warranty, support, license, and other terms. Defined terms used in this Agreement will have the meanings specified in Section 13, Definitions, or as otherwise set forth herein.

*For Clients purchasing under the Texas Building and Procurement Commission (TBPC) contract, this Agreement is incorporated into the state contract by reference. The state term contract supercedes any conflicting terms between this Agreement and the state contract.*

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

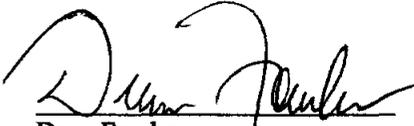
- Schedule A Support Contact Information
- Schedule B Hart Proprietary Software
- Schedule C Non-Hart Software
- Schedule D Initial Annual Fee

Client acknowledges it has read and understands this Agreement (including all Schedules) and is entering into this Agreement only on the basis of the terms expressly set forth in this Agreement. There are no oral agreements, representations, or warranties. The Effective Date of this Agreement is October 3, 2005.

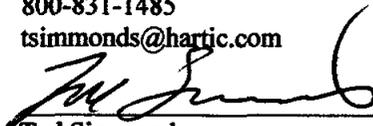
**Agreed and Accepted:**

**Client**  
 Name: Upshur County, Texas  
 Address: 100 West Tyler Street  
 Gilmer, Texas 75644

Primary Phone: 903-680-8122  
 Facsimile:  
 E-mail:

Executed By:   
 Name: Dean Fowler  
 Title: County Judge

**Hart**  
 Hart InterCivic, Inc.  
 15500 Wells Port Drive  
 Austin, Texas 78728  
 Attn.: Ted Simmonds  
 Senior Vice President/COO  
 800-223-4278  
 800-831-1485  
 tsimmonds@hartic.com

  
 Ted Simmonds  
 Senior Vice President/COO

*This Agreement is not effective until executed by both parties.*

**In consideration for the agreements set forth herein, the parties agree as follows:**

**1. WARRANTY TERMS**

**1.1 eSlate® Hardware Limited Warranty.** Hart warrants that during the warranty period the eSlate® Hardware purchased by Client will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Hart Precinct Voting System Operator's Manual for the eSlate® Hardware. The hardware warranty period is three (3) years, other than the VBO unit(s) and/or eScan™ unit(s) beginning from the Installation Date. Hart will, at Hart's sole discretion, replace or repair any eSlate® Hardware that does not comply with this warranty, at no additional charge to Client. To request warranty service, Client must contact Hart in writing within the warranty period. Hart may elect to conduct any repairs at Client's site, Hart's facility, or any other location specified by Hart. Any replacement eSlate® Hardware provided to Client under this warranty may be new or reconditioned. Hart may use new and reconditioned parts in performing warranty repairs and building replacement products. If Hart repairs or replaces eSlate® Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired eSlate® Hardware. Hart owns all replaced eSlate Hardware and all parts removed from repaired products. Client acknowledges and agrees that this warranty is contingent upon and subject to Client's proper use of the eSlate® Electronic Voting System and the Exclusions from Warranty and Support Coverage set forth in Section 1.3. This warranty does not cover any eSlate® Hardware that has had the original identification marks and/or numbers removed or altered in any manner. The remedies set forth in this Section are the full extent of Client's remedies and Hart's obligations regarding this warranty.

**1.2 Hart Proprietary Software Limited Warranty.** Hart warrants that during the term of this Agreement, the Hart Proprietary Software will perform substantially according to the then-current functional specifications described in the BOSS™, Tally™, Rally™, and Ballot Now™ Operators' Manuals accompanying such Hart Proprietary Software. To request warranty service, Client must contact Hart in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable workaround. Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse affect upon operation of the Hart Proprietary Software, at no additional charge to Client. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Client acknowledges and agrees that this warranty is contingent upon and subject to Client's proper use of the eSlate® Electronic Voting System and the Exclusions from Warranty and Support Coverage set forth in Section 1.3. The remedies set forth in this Section 1.2 are the full extent of Client's remedies and Hart's obligations regarding this warranty.

**1.3 Exclusions from Warranty and Support Coverage.** The warranties under this Section 1 and Software Support under Section 2 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Client's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of noncompatible media, supplies, parts, or components; (c) modification or alteration of the eSlate® Electronic Voting System, or its components, by Client or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition; (k) acts of Client, its agents, servants,

employees, or any third party; (l) servicing or support not authorized by Hart; or (m) Force Majeure. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.

**1.4 Non-Hart Equipment and Non-Hart Software Excluded.** HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO NON-HART EQUIPMENT AND NON-HART SOFTWARE, IF ANY, PROVIDED BY HART TO CLIENT, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSSED TO CLIENT "AS IS." HART HAS NO RESPONSIBILITY OR LIABILITY FOR NON-HART EQUIPMENT AND NON-HART SOFTWARE, IF ANY, PROVIDED BY HART'S DISTRIBUTORS OR OTHER THIRD PARTIES TO CLIENT. If Hart sells, licenses, or sublicenses any Non-Hart Equipment or Non-Hart Software to Client, Hart will pass through to Client, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer. Client agrees to look solely to the warranties and remedies, if any, provided by the manufacturer or third-party licensor.

**1.5 Disclaimer.** THE WARRANTIES IN THIS WARRANTY TERMS SECTION GIVE CLIENT SPECIFIC LEGAL RIGHTS, AND CLIENT MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). HART'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN ESLATE™ HARDWARE AND HART PROPRIETARY SOFTWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY TERMS SECTION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTIES IN SECTION 1 OF THIS AGREEMENT, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SALE OF ESLATE® HARDWARE AND LICENSE OF HART PROPRIETARY SOFTWARE, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NONINFRINGEMENT FOR ALL EQUIPMENT, SOFTWARE, AND SERVICES. THE EXPRESS WARRANTIES EXTEND SOLELY TO CLIENT. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT.

## **2. SOFTWARE SUPPORT SERVICES**

**2.1 Description of Software Support Services.** Subject to the terms and conditions of this Agreement, Hart will provide Client the Software Support Services described below. Support Services under this Section 2 do not cover any of the exclusions from warranty and support coverage as described under Section 1.3. If Hart, in its discretion, provides Support Services in addition to the services described under this Section 2, Client will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Client.

**2.1.1 General Software Support.** *General Software Support* will consist of assisting the Client in the design and production of elections, including pre-election and post-election testing and general operation of the eSlate® Electronic Voting System.

**2.1.2 Software Support Services.** Software Support Services will consist of periodic updates and any software "bug" corrections to Hart software. A software "bug" is any malfunction that prevents the Hart software from performing substantially as described in the then-current operator's

manual for such software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Hart reserves the right to determine whether any reported, claimed software malfunction is in fact a "bug." Software "bugs" must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a remedy or suitable workaround. The exclusions from warranty coverage under Section 1.3 also are exclusions from Software Support Services under this Section 2.1.2.

**2.1.3 Hardware Enhancement(s)/Upgrade(s).** Hart will develop and provide to Client upgrades to the eSlate® Hardware to implement a voter verifiable paper record if required by State and/or Federal law. Such hardware upgrades are not provided free-of-charge, and are dependent on the Client having paid all necessary annual Software Support and Maintenance fees for the Hart Software and Support. Based on Hart's current design for such a product feature add-on, the price is estimated to be approximately \$1,250.00 per unit, not including the cost of retrofitting existing units. This price may change depending on any specific standards mandated by State or Federal law.

**2.1.4 Client Suggestions and Recommendations.** Client may propose, suggest, or recommend changes to the Software at any time in writing to Hart. Such proposals, suggestions, or recommendations will become Hart's property. Hart may include any such proposals, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Software updates. Hart is under no obligation to change, alter, or otherwise revise the Software according to Client's proposals, suggestions, or recommendations.

**2.2 Software Support Services Contact Information.** Support contact information is set forth in Schedule A, Support Contact Information.

### **3. SOFTWARE LICENSES AND SUBLICENSES**

**3.1 Licenses and Sublicenses.** Subject to the terms and conditions of this Agreement, Hart grants to Client a personal, nonexclusive, nontransferable, and limited license to use the Hart Proprietary Software and a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software. Hart will provide Client, and Client will be permitted to use, only the run-time executable code and associated support files of the Software for Client's internal data processing requirements as part of the eSlate® Electronic Voting System. The Software may be used only in the United States at the Licensed Location specified on Schedule B on the Equipment or other computer systems authorized by Hart in writing. Client may temporarily transfer the Software to a backup computer system at an alternative location within Client's county of operation if the Equipment or other authorized computer system is inoperative or the Licensed Location is temporarily unavailable, provided Client must promptly give Hart written notice of such temporary transfer, including a description of the backup computer system and the alternative location. Client's use of the Software will be limited to the number of users specified in Exhibits B and C. Only Client and its authorized employees may use or access the Software. Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. Client agrees that Hart, the licensors of Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, Equipment, and appropriate records of Client to verify Client's compliance with the terms of the licenses and sublicenses granted to Client.

**3.2 Delivery and Installation.** Hart will deliver and install the Software at the Client's site on a mutually agreed-upon date during Hart's normal working hours which are 0800 to 1700 hours, Monday through Friday, excluding National Holidays.. The Software will be deemed accepted upon the

**Installation Date.**

**3.3 Training and Documentation.** Hart will provide standard user-level documentation in electronic form for the Software and standard operational training before the first election for which the Software will be used. Charges for additional training or support services will be invoiced to Client at Hart's then-current hourly rates, plus travel, communication, and other expenses. Any nonstandard or additional training or support services will be mutually agreed to by Hart and Client and documented in an amendment to this Agreement.

**3.4 Protection of Software.**

(a) The eSlate® Hardware and Hart Proprietary Software are designed to be used only with each other and the agreed-upon Non-Hart Software and Non-Hart Equipment. To protect the integrity and security of the eSlate® Electronic Voting System, without the express written consent of Hart, (i) Client shall use the Software and Equipment only in connection with the eSlate® Electronic Voting System; (ii) Client shall not install or use other software on or with the Equipment or Software or network the Equipment or Software with any other hardware, software, equipment, or computer systems; and (iii) Client shall not modify the Equipment or Software. If Client does not comply with any provisions of the preceding sentence, then (i) the Limited Warranties under Section 1 will automatically terminate; (ii) Hart may terminate its obligation to provide Support Services under Section 2; (iii) Hart will have no further installation obligations under Section 3.2 (Delivery and Installation), and (iv) Hart will have no further obligations under Section 3.3 (Training and Documentation). Furthermore, if Client uses the Software and Equipment in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Client under Section 3, Hart reserves its rights to enforce its patents with respect to those claims.

(b) Client shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or decompilation of any Software. Client shall not use any Software for application development, modification, or customization purposes, except through Hart.

(c) Client shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau. This restriction does not preclude or restrict Client from contracting for election services for other local governments located within Client's jurisdictional boundaries. Client shall not modify, copy, or duplicate the Software; provided, during the term of the Software licenses and sublicenses, Client may have in its possession one (1) copy of the Software for inactive archival or backup purposes. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Client. Client shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Client regarding any unauthorized possession or use of the Software.

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

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

(f) Although the Hart Proprietary Software and Sublicensed Software are protected by copyright and/or patents, they may be unpublished, and constitute Confidential and Proprietary Information of Hart and the third-party licensor, respectively. Client shall maintain the Software in confidence and comply with the terms of Section 6, Protection of Confidential and Proprietary Information, with respect to the Software.

(g) This Section 3.4 will survive the termination or cancellation of this Agreement.

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

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

#### **4. ANNUAL FEE**

**4.1 Amount of Annual Fee.** The Annual Fee is a combined licensing, sublicensing, and support fee. Client will pay Hart an Annual Fee upon execution of this Agreement and annually thereafter before each Anniversary Date. The amount of the Initial Annual Fee, payable upon execution of this Agreement, is the amount specified as the "Initial Annual Fee" on Schedule D, Initial Annual Fee. Subsequent Annual Fees are due annually before each Anniversary Date of this Agreement. Hart may adjust the amount of the Annual Fee payable on each Anniversary Date by notifying Client of any price changes with the invoice in which the adjustment is made. Unless adjusted by Hart, each Annual Fee will be the same as the immediately preceding Annual Fee.

**4.2 Invoices.** Hart will invoice Client annually ninety (90) calendar days before the due date of the Annual Fee.

**4.3 Payments.** Client must pay each invoiced Annual Fee before the Anniversary Date immediately following the date of invoice. If Client elects not to or fails to timely pay an Annual Fee, this Agreement and the licenses, sublicenses, and software support services will automatically terminate on such Anniversary Date. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the Signature Page or to such other location as may be designated by Hart in a notice to Client.

**4.4 Additional Charges.** Additional charges may apply to services rendered outside contracted hours or beyond normal coverage at Client's request, e.g., travel expenses, and premium and minimum charges. Any additional charges must be mutually agreed to by Hart and Client and documented in an amendment to this Agreement.

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

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

**4.7 Suspension of Performance.** If any payment due to Hart under this Agreement is past due more than thirty (30) days, Hart may suspend performance under this Agreement until all amounts due are current.

## **5. CLIENT RESPONSIBILITIES**

**5.1 Independent Determination.** Client acknowledges it has independently determined that the eSlate® Electronic Voting System meets its requirements.

**5.2 Cooperation.** Client agrees to cooperate with Hart and promptly perform Client's responsibilities under this Agreement. Client will (a) provide adequate working and storage space for use by Hart personnel near Equipment; (b) provide Hart full access to the Equipment and Software and sufficient computer time, subject to Client's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Client personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.

**5.3 Site Preparation.** Client shall prepare and maintain the installation site in accordance with instructions provided by Hart. Client is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.

**5.4 Site Maintenance; Proper Storage.** Client shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Equipment and Software and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Equipment and Software to operate properly. Client shall properly store the Equipment and Software when not in use.

**5.5 Use.** Client is exclusively responsible for supervising, managing, and controlling its use of the eSlate® Electronic Voting System, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making daily backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Client will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the eSlate® Electronic Voting System and that the Equipment and Software are used in accordance with applicable manuals, instructions, and specifications. Client shall comply with all applicable laws, rules, and regulations with respect to its use of the eSlate® Electronic Voting System.

**5.6 Backups.** Client will maintain backup data necessary to replace critical Client data in the event of loss or damage to data from any cause.

## **6. PROTECTION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

**6.1 Confidentiality.** Client will keep in confidence and protect Confidential and Proprietary Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Client shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Equipment and Software and the other Confidential and Proprietary Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Client shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them, and all copies thereof, at a secure location and limit access to those employees who must have access to enable Client to use the Software. Client acknowledges that unauthorized disclosure of Confidential and Proprietary Information may cause substantial economic loss to Hart or its suppliers and licensors. Each permitted copy of Confidential and Proprietary Information, including its storage media, will be marked by Client to include all notices that appear on the original. Title, copyright, and all other proprietary rights in and to the Software at all times remains vested exclusively in Hart or, as applicable, third-party licensors.

**6.2 Return of Confidential and Proprietary Information.** Upon termination or cancellation of this Agreement or, if earlier, upon termination of Client's permitted access to or possession of Confidential and Proprietary Information, Client shall return to Hart all copies of the Confidential and Proprietary Information in Client's possession (including Confidential and Proprietary Information incorporated in software or writings, electronic and hard copies).

**6.3 Intellectual Properties.** All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, bug fixes, upgrades, and trade secrets developed by Hart personnel (alone or jointly with Client) in connection with Confidential and Proprietary Information, eSlate Hardware, and Hart Proprietary Software will be the exclusive property of Hart.

**6.4 Support Materials.** Client acknowledges that all support materials are the property of Hart and include Confidential and Proprietary Information of Hart. Client agrees that it will not permit anyone other than Hart installation and support personnel and authorized County employees to use such materials.

**6.5 Client Employees.** Client will inform its employees of their obligations under this Section 6 to ensure that such obligations are met.

**6.6 License Back.** If Client possesses or comes to possess a licensable or sublicensable interest in any issued patent with claims that read upon the eSlate® Electronic Voting System, its method of operation, or any component thereof, Client hereby grants and promises to grant an irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims.

**6.7 Survival.** This Section 6 will survive termination or cancellation of this Agreement.

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## 7. TITLE; RISK OF LOSS

### 7.1 Software.

(a) *Hart Proprietary Software:* Title to Hart Proprietary Software, all copies thereof, and all associated intellectual proprietary rights therein will remain in Hart including, but not limited to, all patents, copyrights, trade secrets, trademarks, and other proprietary rights.

(b) *Non-Hart Software:* Title to Non-Hart Software, all copies thereof, and all associated intellectual proprietary rights therein will remain in the applicable third-party licensor including, but not limited to, all patents, copyrights, trade secrets, trademarks, and other proprietary rights.

(c) *Risk of Loss:* Risk of loss to Software will pass to Client upon delivery.

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

7.3 Proprietary Rights. Client acknowledges and agrees that the design of the eSlate® Electronic Voting System, design of the eSlate® Hardware, Hart Proprietary Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, information, and material, are the property of Hart. Client agrees that the sale of eSlate® Hardware and license of Hart Proprietary Software to Client does not grant to or vest in Client any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the eSlate™ Electronic Voting System, eSlate® Hardware, and Hart Proprietary Software, are the sole and absolute property of Hart and no interest therein is being vested in Client by the execution of this Agreement or the sale of the eSlate Hardware or license of the Hart Proprietary Software to Client. Client shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or decompilation of any Software or Equipment. Client will have no authority or right to copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. The provisions of this Section 7.3 will survive the termination or cancellation of this Agreement.

## 8. TERM OF AGREEMENT; TERMINATION

8.1 Term. The initial term of this Agreement and the licenses granted herein is one (1) year commencing on the Effective Date and expiring on the first Anniversary Date.

8.2 Renewal Terms. Except as otherwise provided in this Agreement, Client may renew this Agreement before its expiration or termination by paying the Annual Fee invoiced by Hart, as provided in Section 4.2, before the Anniversary Date immediately following the date of invoice, as provided in Section 4.3. Each renewal term will be a one-year (1-year) term, commencing on the expiration of the prior term and expiring on the immediately following Anniversary Date.

8.3 Defaults. The following events will be deemed to be defaults:

(a) A party committing a material breach of any term of this Agreement or the eSlate™ Agreement if such breach has not been cured within thirty (30) days after written notice of such breach has been given by the nondefaulting party to the defaulting party;

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

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

#### **8.4 Termination.**

(a) This Agreement will automatically terminate at the end of its then-current term if Client has elected not to or has failed to timely make full payment to Hart of the invoiced Annual Fee required to renew the term, as provided in Sections 4.3 and 8.2.

(b) Hart may terminate Software Support Services under Section 2 on thirty (30) days prior written notice to Client if Hart determines that any alterations, attachments, or modifications not made by Hart or the failure to install a software or hardware release will interfere with the provision of support.

(c) A party may terminate this Agreement before expiration of its term for default by the other party. If default occurs, the parties will have all remedies provided in this Agreement and otherwise available by statute, law, or equity.

**8.5 Survival.** Section 1.1 will survive the termination or expiration of this Agreement until the end of the warranty period stated therein. Sections 3.4(b), 3.4(c), 3.4(d), 3.4(e), 3.4(f), 6, 7.3, 8.5, 9, 11, and 12 will survive the termination or expiration of this Agreement.

### **9. LIMITATION OF DAMAGES**

**9.1 EXCLUSIVE REMEDY.** HART DOES NOT ACCEPT ANY LIABILITY FOR WARRANTIES BEYOND THE REMEDIES SET FORTH IN SECTION 1. HART'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS CONCERNING THE ESLATE® HARDWARE PROVIDED TO CLIENT BY HART OR ITS DISTRIBUTORS, THIS AGREEMENT, AND SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE SET FORTH IN THIS SECTION.

**9.2 DISCLAIMER.** CLIENT IS RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CLIENT DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CLIENT DATA.

**9.3 LIMITATION.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART, HART'S LICENSORS, AND ANY PARTY INVOLVED IN THE CREATION, MANUFACTURE, OR DISTRIBUTION OF THE EQUIPMENT, SOFTWARE, AND PERFORMANCE OF SERVICES UNDER THIS AGREEMENT WILL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE EQUIPMENT, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CLIENT FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THE EQUIPMENT, SOFTWARE,

SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO HART UNDER THIS AGREEMENT. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CLIENT'S NEGLIGENCE OR INTENTIONAL ACTS OR FOR ANY CLAIM AGAINST CLIENT OR ANYONE ELSE BY ANY THIRD PARTY.

SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO CLIENT.

**9.4 Referrals.** Hart may direct Client to third parties having products or services that may be of interest to Client for use in conjunction with the Equipment and Software. Notwithstanding any Hart recommendation, referral, or introduction, Client will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

## **10. INFRINGEMENT INDEMNITY**

**10.1 Indemnity.** Hart, at its own expense, will defend and indemnify Client against claims that the eSlate Hardware or Hart Proprietary Software infringe a United States patent, copyright, or misappropriate trade secrets protected under United States law, provided Client (a) gives Hart prompt written notice of such claims; (b) permits Hart to control the defense and settlement of the claims; and (c) provides all reasonable assistance to Hart in defending or settling the claims.

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

**10.3 Exclusions.** Hart will not defend or indemnify Client if any claim of infringement or misappropriation (a) is asserted by an affiliate of Client; (b) results from Client's design or alteration of any eSlate® Hardware or Hart Proprietary Software; (c) results from use of any eSlate® Hardware or Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is restricted to the eSlate® Electronic Voting System designed by Hart; (d) relates to Non-Hart Software or Non-Hart Equipment alone; or (e) arises from Client-specified customization work undertaken by Hart or its designees in response to changes in Hart Proprietary Software or Non-Hart Software that are made in response to Client specifications.

**10.4 EXCLUSIVE REMEDIES.** THIS SECTION 10 STATES THE ENTIRE LIABILITY OF HART AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

**11. DISPUTE RESOLUTION**

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

**11.2 Negotiation and Meditation.** After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.

**11.3 Injunctive Relief.** Notwithstanding the other provisions of this Section 11, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section 11.

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

**12. GENERAL PROVISIONS**

**12.1 Entire Agreement.** This Agreement and the attachments, schedules, and exhibits hereto are the entire agreement and supersede all prior negotiations and oral agreements. Hart has made no representations or warranties with respect to this Agreement or the eSlate® Electronic Voting System and its components that are not included herein. Client acknowledges and agrees that Hart has no responsibility or liability under the eSlate® Agreement except to the extent, if any, that Hart is a party to the eSlate® Agreement. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

**12.2 Preprinted Forms.** The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. The terms and conditions of this Agreement, including, but not limited to, this Section 12.2, cannot be amended, modified, or altered by any conflicting preprinted terms or conditions in a preprinted form.

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

**12.4 GOVERNING LAW.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS

OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS, UNLESS CLIENT IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CLIENT IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

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

**12.6 Delays.** Hart is not responsible for failure to fulfill its obligations when due to causes beyond its reasonable control, including the failure of third parties to timely provide Software, Equipment, materials, or labor contemplated herein. Hart will notify Client in writing of any such delay, and the time for Hart's performance will be extended for a period corresponding to the delay. Hart and Client will determine alternative procedures to minimize delays.

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

**12.8 Compliance with Laws.** Client and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Equipment and Software. Equipment and Software provided under this Agreement may be subject to U.S. and other government export control regulations. Client shall not export or re-export any Equipment or Software.

**12.9 Assignments.** Hart may assign this Agreement or its interest in any Equipment or Software, or may assign the right to receive payments, without Client's consent. Any such assignment, however, will not change the obligations of Hart to Client that are outstanding at the time of assignment. Client will be notified in writing if Hart makes an assignment of this Agreement. Client shall not assign this Agreement without the express written consent of Hart, such consent not to be unreasonably withheld. In the event of any permitted assignment of this Agreement, the assignee shall assume the liabilities and responsibilities of the assignor, in writing.

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

**12.11 Notices.** Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the Signature Page for the party to whom the notice is given, or on the fifth business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at their address set forth on the Signature Page. Each party may change its address for notice by giving written notice of the change to the other party.

**12.12 Trademarks.** eSlate®, eSlate 3000™, Judge's Booth Controller™, JBC1000™, Disabled Access Unit™, DAU5000™, Mobile Ballot Box™, Ballot Origination Software System™, BOSS™, Tally™, Rally™, FUSION™, and Ballot Now™ are trademarks of Hart.

### 13. DEFINITIONS

*"Agreement"* has the meaning set forth on the Signature Page.

*"Anniversary Date"* means each anniversary of the Effective Date.

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

*"Client"* has the meaning set forth on the Signature Page.

*"Confidential and Proprietary Information"* means Software, firmware, diagnostics, documentation (including operating manuals, user documentation, and environmental specifications), designs and configurations of Equipment, Software and firmware, trade secrets and related documentation, and any other information confidential to Hart or its suppliers or licensors.

*"DAU™"* means the Disabled Access Unit (DAU5000™) created by Hart as an add-on component to an eSlate that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from specialized switch mechanisms, such as head switches, breath switches, and panel switches that facilitate interaction with disabled voters, as needed.

*"Effective Date"* has the meaning set forth in the Signature Page and indicates the date this Agreement becomes effective.

*"Equipment"* means the eSlate® Hardware and Non-Hart Equipment.

*"eScan™"* means the eScan™ device created by Hart, consisting of a precinct digital ballot imaging device single-feed scanner that transports and scans both sides of a ballot simultaneously, and a base that provides for secure ballot storage and transport.

*"eSlate®"* means the eSlate 3000™ created by Hart and consisting of hardware including an electronically configurable, network-capable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable liquid crystal display (LCD) panel for use in displaying ballot images, a rotary input device for use in ballot navigation, and various buttons that facilitate voter options for selecting ballot choices and casting a ballot.

***“eSlate® Agreement”*** means the agreement, between Client and Hart or Hart’s authorized distributor of eSlate® Hardware, under which Client has purchased the eSlate® Hardware. The eSlate® Agreement is identified on the Signature Page.

***“eSlate® Electronic Voting System”*** means the Equipment and the Software.

***“eSlate® Hardware”*** means the eSlate™ units, JBC™ units, and DAU™ units purchased by Client pursuant to the eSlate® Agreement.

***“Firmware”*** means the Hart Proprietary Software embedded in eSlate® voting devices that allows execution of the software functions, but does not allow access to or modification of the software by an end user.

***“Force Majeure”*** has the meaning set forth in Section 12.7.

***“Hart”*** means Hart InterCivic, Inc., a Texas corporation.

***“Hart Proprietary Software”*** means the run-time executable code and associated support files of the Ballot Origination Software System (BOSS™) Software, Tally™ Software, Rally™ Software, Ballot Now™ Software, computer code, and software resident in the eSlate® Hardware and other support software utilities as specified on Schedule B, consisting of computer programs and computer code owned by Hart that are licensed to Client pursuant to this Agreement, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements, and other modifications, including any custom modifications, to such computer programs and code that are provided to Client, and all copies of the foregoing. Hart Proprietary Software also includes all documentation provided by Hart to Client with respect to these computer programs and code and all copies of the foregoing.

***“Initial Annual Fee”*** means the first Annual Fee, in the amount specified as the “Initial Annual Fee” on Schedule D, which is payable upon execution of this Agreement.

***“Installation Date”*** means, with respect to eSlate® Hardware, the date of delivery to Client and, with respect to Hart Proprietary Software, the date Hart completes delivery and installation of the Hart Proprietary Software.

***“JBC™”*** means the Judge’s Booth Controller (JBC1000™) created by Hart that is a local area network controller capable of interacting with one or more eSlate devices or DAU devices by transmitting and receiving signals that manage or control an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

***“Non-Hart Equipment”*** means the equipment, if any, not consisting of eSlate® Hardware that was sold to Client by Hart or Hart’s distributor for use with, and in connection with the sale of, the eSlate® Hardware.

***“Non-Hart Software”*** means the run-time executable code and associated support files of computer programs owned by third parties that are identified on Schedule C and sublicensed by Hart to Client pursuant to this Agreement or licensed directly by the third-party licensor to Client, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug

fixes, enhancements, and other modifications to such computer programs and code that are provided to Client, and all copies of the foregoing. Non-Hart Software also includes all documentation provided to Client with respect to these computer programs, and all copies of the foregoing.

*“Software”* means the Hart Proprietary Software and Firmware, and Non-Hart Software.

*“Sublicensed Software”* means Non-Hart Software that is identified on Schedule C as being sublicensed by Hart to Client pursuant to this Agreement.

*“VBO™”* means the Voter Verifiable unit used in conjunction with the eSlate® for a *Voter Verifiable Paper Audit Trail*.

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**SCHEDULE A**

**SUPPORT CONTACT INFORMATION**

The following contact information is to be used by Client for submitting Support requests to Hart InterCivic, Inc.:

Client Support Center:	1-800-750-HART (4278)
Client Support Center Fax:	1-800-396-HART (4278)
E-mail Address:	<a href="mailto:hartsupport@hartic.com">hartsupport@hartic.com</a>
Hart InterCivic, Inc. Switchboard:	1-800-223-HART (4278)
Client Support Manager:	

The following contact information is to be used by Hart for contacting Client on Software Support Service requests:

Primary Client Contact Point ("CCP"):	Robin Rodenberg, County Clerk <a href="mailto:robin@etex.net">robin@etex.net</a>
First Alternate CCP:	_____

*The rest of this page intentionally left blank.*

**SCHEDULE B**

**HART PROPRIETARY SOFTWARE**

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	NUMBER OF LICENSES	INITIAL LICENSE FEE
One (1).	BOSS™, Tally™, Ballot Now™, & SERVO™.	Ballot Origination Software System (BOSS™);  Tabulation and Reporting (Tally™);  Ballot On Demand (Ballot Now™); and Equipment and Data Management Software (SERVO™).	\$125,100.00	Four (4) (One license per each software title).	\$125,100.00

Licensed Location: Upshur County, Texas.

**NOTE:** Hart and Client will update this Schedule as appropriate if Hart releases new Hart Proprietary Software that is made available to Client under the eSlate® Warranty, Support, and License Agreement.

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**SCHEDULE C**

**NON-HART SOFTWARE**

Non-Hart Software Sublicensed to Client:

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	NUMBER OF LICENSES	TOTAL PRICE
Four (4).	Sybase Embedded Runtime Program.	Database Engine.	No Charge.	Four (4).	No Charge

**NOTE:** Hart and Client will update this Schedule as appropriate if Hart provides new or different Non-Hart Software to Client under this Agreement.

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**SCHEDULE D**  
**INITIAL ANNUAL FEE**

Initial Annual Fee: **\$10,740.00**

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**FILED**  
**ROBIN RODEMBERG**  
**COUNTY CLERK**  
**2005 OCT 31 1P 5:07**  
**UPSHUR COUNTY, TX.**  
BY \_\_\_\_\_  
**CLERK**



**eSLATE® AGREEMENT**

**(SIGNATURE PAGE)**

This eSlate® Agreement ("Agreement") is entered into by and between Hart InterCivic, Inc., a Texas corporation ("Hart"), and Upshur County ("Client"), a governmental subdivision of the State of Texas. This Agreement sets forth the terms under which Client will purchase from Hart the eSlate® Electronic Voting System. This agreement is incorporated into the state contract by reference. The state term contract supersedes any conflicting terms between this agreement and the state contract. Defined terms used in this Agreement will have the meanings specified in Section 9, Definitions, or as otherwise set forth herein.

*For Clients purchasing under the Texas Building and Procurement Commission (TBPC) contract, this Agreement is incorporated into the state contract by reference. The state term contract supercedes any conflicting terms between this Agreement and the state contract.*

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

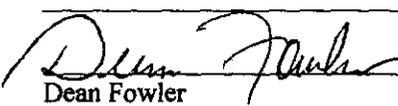
- Schedule A Equipment and Pricing
- Schedule A1 Hardware and Software Version Numbers
- Schedule B Hart Proprietary Software
- Schedule C Non-Hart Software
- Exhibit A eSlate® Warranty, Support, and License Agreement

This Agreement is entered into as the result of negotiations between Client and Hart. Client acknowledges it has read and understands this Agreement (including all Schedules and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement. This Agreement and its related documents are void if the eScan™ product is not certified by the State of Texas by December 31, 2005. There are no oral agreements, representations, or warranties. The Effective Date of this Agreement is October 3, 2005.

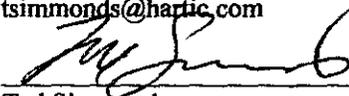
**Agreed and Accepted:**

**Client**  
 Name: Upshur County, Texas  
 Address: 100 West Tyler Street  
 Gilmer, Texas 75644

Primary Phone: 903-680-8122  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Executed By:   
 Name: Dean Fowler  
 Title: County Judge

**Hart**  
 Hart InterCivic, Inc.  
 15500 Wells Port Drive  
 Austin, Texas 78728  
 Attn.: Ted Simmonds  
 Senior Vice President/COO  
 800-223-4278  
 800-831-1485  
 tsimmonds@hartic.com

  
 Ted Simmonds  
 Senior Vice President/COO

*This Agreement is not effective until executed by both parties.*

**In consideration for the agreements set forth herein, the parties agree as follows:**

**1. Purchase of Equipment; License of Software:**

**1.1 Sale.** Hart agrees to sell and Client agrees to purchase the Equipment, subject to the terms and conditions set forth in this Agreement.

**1.2 Licenses and Sublicenses.** Simultaneously upon entering into this Agreement, Hart and Client will enter into the eSlate™ Warranty, Support, and License Agreement in the form of Exhibit A, the terms of which are incorporated herein by reference. The eSlate® Warranty, Support, and License Agreement sets forth additional terms applicable to Client's ownership and use of the eSlate® Hardware and license of Hart Proprietary Software, including warranty, support of software and hardware, license of software, and other terms.

**1.3 Delivery and Installation.** Hart will cause the Equipment and Software to be delivered to Client's premises on a date mutually agreed to by Hart and Client. A Hart representative will install the Equipment and Software at the Client's site on a mutually agreed upon date during Hart normal working hours. If additional labor and rigging or Client-specified customization is required for installation due to Client's special site requirements, Client will pay those costs including costs to meet union or local law requirements. Client will be deemed to have accepted the eSlate® Hardware upon completion of Acceptance Testing or ten (10) days after the delivery date of the eSlate® Hardware, whichever comes first.

**1.4 Training.** Hart will provide *user-level documentation* for the Software and operational training before the first election for which the Software will be used. Hart will provide *Client operational training* and on-site support at the first election in which the Equipment and Software are used. Charges for additional training or support services will be invoiced to Client at Hart's then-current hourly rates, plus travel, communication, and other expenses. Any additional training or support services will be mutually agreed to by Hart and Client and documented in an amendment to this Agreement.

**1.5 User Documentation; Environmental Specifications.** Hart will provide to Client one (1) electronic copy of the applicable then-current user documentation and operator's manuals for the Equipment and Software and, where applicable, environmental specifications for the Equipment. User documentation, operator's manuals, and environmental specifications will be provided in electronic form. Client shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media.

**1.6 Support.** Support will be provided as set forth in the eSlate® Warranty, Support, and License Agreement.

**2. Charges; Payments:**

**2.1 Total Purchase Price.** The Total Purchase Price is set forth in Schedule A and includes the purchase price for the Equipment, the Initial Annual Fee under the eSlate® Warranty, Support, and License Agreement, state and local taxes (if applicable), and delivery and installation charges.

**2.2 Payments.** Client shall pay Hart the Total Purchase Price upon delivery of the Equipment and Software to Client. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the Signature Page or to such other location as may be designated by Hart in a notice to Client.

**2.3 Late Charges.** If the Total Purchase Price is not paid in full within thirty (30) days after delivery of the Equipment and Software, Hart may charge Client interest on the unpaid balance until paid, at the lesser of (a) 1% per month or (b) the maximum rate allowed by law

**2.4 Additional Charges.** Additional charges may apply to services rendered outside contracted hours or beyond normal coverage at Client's request, e.g., travel expenses, and premium and minimum charges. There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of *other than Hart-recommended hardware* purchased by the Client for use with the Hart eSlate® Electronic Voting System. Any other additional charges must be mutually agreed to by Hart and Client and documented in an amendment to this Agreement.

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

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

**2.7 Suspension of Performance.** If any payment due to Hart under this Agreement is past due more than thirty (30) days, Hart may suspend performance under this Agreement until all amounts due are current

### **3. Client Responsibilities:**

**3.1 Independent Determination.** Client acknowledges it has independently determined that the eSlate® Electronic Voting System purchased under this Agreement meets its requirements.

**3.2 Cooperation.** Client agrees to cooperate with Hart and promptly perform Client's responsibilities under this Agreement and the eSlate® Warranty, Support, and License Agreement.

### **4. Title; Risk of Loss:**

**4.1 Equipment.** Subject to Section 4.3, title to Equipment will pass to Client upon delivery of the Equipment to Client. Risk of loss of, or damage to, Equipment will pass to Client upon delivery to Client.

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

**4.3 Proprietary Rights.** Client acknowledges and agrees that the design of the eSlate® Electronic Voting System, design of the eSlate® Hardware, Hart Proprietary Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, information, and material are the property of Hart. Client agrees that the sale of the eSlate® Hardware and license of Hart Proprietary Software and other accompanying items under this Agreement does not grant to or vest in Client any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or

acquired by Hart with respect to the eSlate® Electronic Voting System, eSlate® Hardware, and Hart Proprietary Software, are the sole and absolute property of Hart and no interest therein is being vested in Client by the execution of this Agreement or the sale of the eSlate® Hardware or license of the Hart Proprietary Software to Client. Client shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or decompilation of any Software or Equipment. Client will have no authority or right to copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. The provisions of this Section 4.3 will survive the termination or cancellation of this Agreement and the eSlate® Warranty, Support, and License Agreement.

**5. Warranty Terms:**

THE WARRANTY TERMS APPLICABLE TO THE ESLATE® ELECTRONIC VOTING SYSTEM ARE SET FORTH IN THE ESLATE® WARRANTY, SUPPORT, AND LICENSE AGREEMENT. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES IN THE ESLATE™ WARRANTY, SUPPORT, AND LICENSE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT AND THE ESLATE® WARRANTY, SUPPORT, AND LICENSE AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT FOR ALL EQUIPMENT, SOFTWARE, AND SERVICES. THE EXPRESS WARRANTIES EXTEND SOLELY TO CLIENT. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT.

**6. Limitation of Damages:**

**6.1 EXCLUSIVE REMEDY.** HART DOES NOT ACCEPT ANY LIABILITY FOR WARRANTIES BEYOND THE REMEDIES SET FORTH IN SECTION 1 OF THE ESLATE® WARRANTY, SUPPORT, AND LICENSE AGREEMENT. HART'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM CONCERNING THIS AGREEMENT AND THE EQUIPMENT, SOFTWARE, AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE SET FORTH IN THIS SECTION.

**6.2 DISCLAIMER.** CLIENT IS RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CLIENT DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CLIENT DATA.

**6.3 LIMITATION.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART, HART'S LICENSORS, AND ANY PARTY INVOLVED IN THE CREATION, MANUFACTURE, OR DISTRIBUTION OF THE EQUIPMENT AND SOFTWARE AND THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT WILL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE EQUIPMENT, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CLIENT FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THE EQUIPMENT, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO HART UNDER THIS AGREEMENT. HART IS NOT

LIABLE FOR DAMAGES CAUSED IN ANY PART BY CLIENT'S NEGLIGENCE OR INTENTIONAL ACTS OR FOR ANY CLAIM AGAINST CLIENT OR ANYONE ELSE BY ANY THIRD PARTY.

SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO CLIENT.

**6.4 Referrals.** Hart may direct Client to third parties having products or services that may be of interest to Client for use in conjunction with the Equipment and Software. Notwithstanding any Hart recommendation, referral, or introduction, Client will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

## **7. Dispute Resolution:**

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

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

**7.3 Injunctive Relief.** Notwithstanding the other provisions of this Section 7, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section 7

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

## **8. General Provisions:**

**8.1 Entire Agreement.** This Agreement and the attachments, schedules, and exhibits hereto are the entire agreement and supersede all prior negotiations and oral agreements. Hart has made no representations or warranties with respect to this Agreement or the eSlate® Electronic Voting System and its components that are not included herein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby

**8.2 Preprinted Forms.** The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. The terms and conditions of this Agreement, including, but not limited to,

this Section 8.2, cannot be amended, modified, or altered by any conflicting preprinted terms or conditions in a preprinted form.

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

**8.4 GOVERNING LAW** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CLIENT IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CLIENT IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

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

**8.6 Delays.** Hart is not responsible for failure to fulfill its obligations when due to causes beyond its reasonable control, including the failure of third parties to timely provide Software, Equipment, materials, or labor contemplated herein. Hart will notify Client in writing of any such delay, and the time for Hart's performance will be extended for a period corresponding to the delay. Hart and Client will determine alternative procedures to minimize delays.

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

**8.8 Compliance with Laws** Client and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Equipment and Software. Equipment and Software provided under this Agreement may be subject to U.S. and other government export control regulations. Client shall not export or re-export any Equipment or Software.

**8.9 Assignments** Hart may assign this Agreement or its interest in any Equipment or Software, or may assign the right to receive payments, without Client's consent. Any such assignment, however, will not change the obligations of Hart to Client that are outstanding at the time of assignment. Client will be notified in writing if Hart makes an assignment of this Agreement. Client shall not assign

this Agreement without the express written consent of Hart, such consent not to be unreasonably withheld. In the event of any permitted assignment of this Agreement, the assignee shall assume the liabilities and responsibilities of the assignor, in writing.

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

**8.11 Notices.** Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the Signature Page for the party to whom the notice is given, or on the fifth (5<sup>th</sup>) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the party's address set forth on the Signature Page. Each party may change its address for notice by giving written notice of the change to the other party.

**8.12 Trademarks.** eSlate®, eSlate 3000™, Judge's Booth Controller™, JBC1000™, Disabled Access Unit™, DAU5000™, Mobile Ballot Box™, Ballot Origination Software System™, BOSS™, Tally™, Rally™, FUSION™, and Ballot Now™ are trademarks of Hart.

## **9. Definitions:**

*"Acceptance Testing"* means testing in accordance with the Acceptance Testing Procedure provided Client at time of delivery.

*"Agreement"* has the meaning set forth in the Signature Page.

*"Annual Fee"* means the combined annual license, sublicense, and support fees payable by Client to Hart under the eSlate® Warranty, Support, and License Agreement.

*"Client"* has the meaning set forth in the Signature Page.

*"Confidential and Proprietary Information"* means Software, firmware, diagnostics, documentation (including operating manuals, user documentation, and environmental specifications), designs and configurations of Equipment, Software, and firmware, trade secrets and related documentation, and any other information confidential to Hart or its suppliers or licensors.

*"DAU™"* means the Disabled Access Unit (DAU5000™) created by Hart as an add-on component to an eSlate® that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from specialized switch mechanisms, such as head switches, breath switches, and panel switches that facilitate interaction with disabled voters, as needed.

*"Effective Date"* has the meaning set forth in the Signature Page and indicates the date this Agreement becomes effective.

*"Equipment"* means the eSlate® Hardware and Non-Hart Equipment listed on Schedule A.

*“eScan™”* means the eScan™ device created by Hart, consisting of a precinct digital ballot imaging device single-feed scanner that transports and scans both sides of a ballot simultaneously, and a base that provides for secure ballot storage and transport.

*“eSlate®”* means the eSlate 3000™ created by Hart and consisting of hardware including an electronically configurable, network-capable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable liquid crystal display (LCD) panel for use in displaying ballot images, a rotary input device for use in ballot navigation, and various buttons that facilitate voter options for selecting ballot choices and casting a ballot.

*“eSlate® Electronic Voting System”* means the Equipment and the Software.

*“eSlate® Hardware”* means the eSlate®, JBC™, and DAU™ in the quantities listed on Schedule A.

*“eSlate® Warranty, Support, and License Agreement”* means the eSlate® Warranty, Support, and License Agreement in the form of Exhibit A to be entered into by Hart and Client simultaneously upon entering into this Agreement

*“Firmware”* means the Hart Proprietary Software embedded in eSlate® voting devices that allows execution of the software functions, but does not allow access to or modification of the software by an end user.

*“Hart”* means Hart InterCivic, Inc , a Texas corporation

*“Hart Proprietary Software”* means the run-time executable code and associated support files of the Ballot Origination Software System (BOSS™) Software, Tally™ Software, Rally™ Software, Ballot Now™ Software, computer code and software resident in the eSlate™ Hardware, and other support software utilities as specified on Schedule B, consisting of computer programs and computer code owned by Hart that are licensed to Client pursuant to the eSlate® Warranty, Support, and License Agreement, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements, and other modifications, including any custom modifications, to such computer programs and code that are provided to Client, and all copies of the foregoing. Hart Proprietary Software also includes all documentation provided by Hart to Client with respect to these computer programs and code, and all copies of the foregoing (electronic and hard copy).

*“Initial Annual Fee”* means the first Annual Fee payable under the eSlate® Warranty, Support, and License Agreement, which is included in the Total Purchase Price.

*“Installation Date”* means, with respect to eSlate® Hardware, the date of delivery to Client and, with respect to Hart Proprietary Software, the date Hart completes delivery and installation of the Hart Proprietary Software

*“JBC™”* means the Judge’s Booth Controller (JBC1000™) created by Hart that is a local area network controller capable of interacting with one or more eSlate® devices or DAU devices by transmitting and receiving signals that manage or control an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

*“Non-Hart Equipment”* means the equipment listed on Schedule A that is not eSlate® Hardware

***“Non-Hart Software”*** means the run-time executable code and associated support files of computer programs owned by third parties that are identified on Schedule C and sublicensed by Hart to Client pursuant to the eSlate® Warranty, Support, and License Agreement or licensed directly by the third-party licensor to Client, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements, and other modifications to such computer programs and code that are provided to Client, and all copies of the foregoing. Non-Hart Software also includes all documentation provided to Client with respect to these computer programs, and all copies of the foregoing.

***“Software”*** means the Hart Proprietary Software and Firmware and Non-Hart Software.

***“Sublicensed Software”*** means Non-Hart Software and Firmware that is identified on Schedule C as being sublicensed by Hart to Client pursuant to the eSlate® Warranty, Support, and License Agreement.

***“VBO™”*** means the Voter Verifiable unit used in conjunction with the eSlate® for a *Voter Verifiable Paper Audit Trail*

***“Total Purchase Price”*** is defined in Section 2.1.

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**SCHEDULE A**  
Upshur County, Texas  
**EQUIPMENT AND PRICING**

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>Voting Hardware</b>				
23	eSlate 3000™	Electronic Voting Appliance.	\$ 2,500.00	\$ 57,500.00
23	DAU 5000™ Upgrade.	Disabled Access Unit voting unit upgrade.	\$ 500.00	\$ 11,500.00
23	JBC 1000™	Judge's Booth Controller	\$ 2,500.00	\$ 57,500.00
22	eScan™	Precinct Ballot Digital Imaging	\$ 4,500.00	\$ 99,000.00
23	eSlate DAU™ Voting Booths	Voting booths for the Disabled Access Unit voting units	Included	No Charge
68	Mobile Ballot Boxes™ (MBB™s) / Audio Cards	Mobile Ballot Boxes & Audio Cards	Included	No Charge
75	Additional Mobile Ballot Boxes™ (MBB™s) / Audio Cards	Spare MBB™s & Audio Cards.	\$ 59.25	\$ 4,443.75
3	eSlate™ Caddy	Storage caddy for 8 voting booths	Included	No Charge.
1	Additional Headphones	Spare headphones for DAU™ units	\$ 16.75	\$ 16.75
<b>Voting Software</b>				
1	Election Management Software System.	BOSS™, Tally™, Ballot Now™, and Servo™ electronic voting system software	\$ 125,100.00	\$ 125,100.00
<b>Other Hardware</b>				
2	Personal Computers.	PC workstations	\$ 3,000.00	\$ 6,000.00
1	Notebook Computers	For use with Servo™ software	\$ 3,500.00	\$ 3,500.00
1	Log Printer	Dot Matrix Tally™ log printer.	\$ 500.00	\$ 500.00
2	Laser Printer	Low-volume laser printer	\$ 850.00	\$ 1,700.00
1	Laser Printer	High-volume laser printer	\$ 5,000.00	\$ 5,000.00
3	MBB™ Card Reader	ATA card reader	\$ 125.00	\$ 375.00
4	eCM	Electronic security key	\$ 60.00	\$ 240.00
<b>Professional Services</b>				
12 Days	Project Management	Number of project management days	\$1,500.00 per day	\$ 18,000.00
5 Days	Training.	Number of training days	\$1,500.00 per day.	\$ 7,500.00
<b>Software License and Maintenance</b>				
First Year	eSlate™ First Year License/Support.	eSlate™ license and support for the first year	\$ 10,740.00	\$ 10,740.00
<b>Total Acquisition Cost</b>				
Total Price for Equipment				\$ 247,275.50
Total Price for Software				\$ 125,100.00
Total Price for Services				\$ 25,500.00
Initial Annual Fee				\$ 10,740.00

State and Local Taxes (if any)			\$	-
Total System Price			\$	408,615.50
Less Special County Discount			\$	(125,596.05)
<b>Purchase Price:</b>			\$	<b>283,019.45</b>
<b>Optional Extended Warranty</b>				
2 Years	Optional Extended Warranty	Extended warranty for eSlateTMS, DAUTMS, and JBC TMS	\$2,300.00 per year	\$ 4,600.00
4 Years	Optional Extended Warranty	Extended warranty for eScanTMS	\$2,200.00 per year	\$ 8,800.00
Optional Extended Warranty				\$ 13,400.00

**Total Purchase Price (Including Optional Items):** \$ 296,419.45

**Note:** There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of *other than Hart-recommended hardware* purchased by the Client for use with the Hart eSlate® Electronic Voting System.

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**SCHEDULE A1**

**HARDWARE AND SOFTWARE VERSION NUMBERS**

The following are the version numbers of the hardware and software provided to the Client under the eSlate® Agreement with Hart InterCivic, Inc.:

Software Versions for eSlate® Hardware:

*eSlate 3000™* (DRE v 2.0.13 )

*eSlate DAU 5000™* (v.2.0 13.)

*JBC 1000™* (v 2 2.1.)

Software Versions:

*BOSS™* (v.3 4 0.)

*Tally™* (v 3.2 0.)

*Ballot Now™* (v 2.3 0).

**Note:** This page only should be forwarded to the Texas Secretary of State to provide the necessary hardware and software version information

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**SCHEDULE B**

**HART PROPRIETARY SOFTWARE**

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	NUMBER OF LICENSES	INITIAL LICENSE FEE
One (1).	BOSS™, Tally™, Ballot Now™, & SERVO™.	Ballot Origination Software System (BOSS™); Tabulation and Reporting (Tally™); Ballot On Demand (Ballot Now™); and Equipment and Data Management Software (SERVO™) software.	\$125,100 00	Four (4) (One license per each software title).	\$125,100 00

Licensed Location: Upshur County, Texas.

**NOTE:** Hart and Client will update this Schedule as appropriate if Hart releases new Hart Proprietary Software that is made available to Client under the eSlate® Warranty, Support, and License Agreement.

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**SCHEDULE C**

**NON-HART SOFTWARE**

Non-Hart Software Sublicensed to Client:

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	NUMBER OF LICENSES	TOTAL PRICE
Four (4).	Sybase Embedded Runtime Program.	Database Engine.	No Charge.	Four (4).	No Charge.

**NOTE:** Hart and Client will update this Schedule as appropriate if Hart provides new or different Non-Hart Software to Client under the eSlate® Warranty, Support, and License Agreement.

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**EXHIBIT A**

**eSlate® Warranty, Support, and License Agreement**

*(See Attached Agreement)*

**Monthly Report  
For Ad Valorem Taxes and Fees  
September 2005**

<b>Current Delinquent Taxes</b>	<b>\$26,925.25</b>
<b>Delinquent Taxes</b>	<b>\$28,376.74</b>
<b>Penalty &amp; Interest</b>	<b>\$23,508.37</b>
<b>Attorney Fees Collected</b>	<b>\$11,940.33</b>
<b>Tax Certificates &amp; Fees</b>	<b>\$1,147.00</b>
<b>Return Check Fees</b>	<b>\$0.00</b>
<b>Beer &amp; Alcohol Fees</b>	<b>\$0.00</b>
<b>Voter List</b>	<b>\$0.00</b>
<b>Miscellaneous Fees</b>	<b>\$8.50</b>
<b>Variance</b>	<b>(\$12.75)</b>
<b>Federal Flood Control</b>	<b>\$0.00</b>
<b>Entities Collections Fees</b>	<b>\$18,171.55</b>
<b>Manual Distribution</b>	<b>\$0.00</b>
<b>Tex</b>	<b>\$0.00</b>

**Total Collections** **\$110,064.99**

<b>Ad Valorem Interest</b>	<b>\$250.21</b>
<b>TXDOT Interest</b>	<b>\$492.26</b>

**FILED**  
**ROBIN RODENBERG**  
**COUNTY CLERK**  
**2005 OCT 31 P 5:08**  
**UPSHUR COUNTY, TX.**  
**CLERK**

**MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY**

Collected by **Michael L. Smith**, Tax Assessor-Collector of Upshur County  
 During the month of: **September 2005**  
 The State of Texas, County of Upshur:

I, Micheal L. Smith, Tax Assessor-Collector of said County, do solemnly swear that the within attached sheets are a true and correct report of all Taxes collected by me during the month of September 2005 showing the total collections as follows, viz

**AD VALOREM TAXES COLLECTED SUBJECT TO DELINQUENT TAX COLLECTOR FEE**

COUNTY TAX COLLECTIONS ON	AD VALOREM	P & I	ATTORNEY	VARIANCE	TABS	OTHER	TOTAL
CURRENT DELINQUENT	\$26,925 25	\$5,534 49	\$5,036 53	70			\$37,496 97
DELINQUENT	\$28,376 74	\$17,973 88	\$6,903 80	-13 45			\$53,240 97
PRIOR TO 1982 ATTORNEY FEES NOT COLLECTED							
TOTAL	\$55,301 99	\$23,508 37	\$11,940 33	-12 75			\$90,757 84

*Michael L. Smith*  
 TAX ASSESSOR-COLLECTOR, UPSHUR COUNTY, TEXAS  
 Sworn to and subscribed before me this  
 14th day of October 2005.

*Robin Rodenberg*  
 COUNTY CLERK, UPSHUR COUNTY, TEXAS

Pay Delinquent Tax Attorney: \$11,940.33

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

(230) UPSHUR COUNTY

#ITEMS	...LEVY M&O	...LEVY I&S	....TAX DUE	.DISC / P&I	...ATTORNEY	.....FEE	AMOUNT PAID	.AMOUNT DUE	...VARIANCE	
1982	2	64.47	0.00	64.47	183.09	37.14	0.00	284.70	284.70	0.00
1983	2	61.20	0.00	61.20	166.47	34.15	0.00	261.82	261.82	0.00
1984	2	99.50	0.00	99.50	258.70	53.73	0.00	411.93	411.93	0.00
1985	4	78.59	0.00	78.59	194.87	41.02	0.00	314.48	314.48	0.00
1986	4	96.18	0.00	96.18	226.98	48.47	0.00	371.63	371.63	0.00
1987	10	109.43	20.78	130.21	291.67	63.28	0.00	470.89	485.16	-14.27
1988	7	78.86	12.27	91.13	193.18	42.64	0.00	326.95	326.95	0.00
1989	11	146.37	21.40	167.77	335.52	75.49	0.00	578.78	578.78	0.00
1990	15	167.92	22.60	190.52	358.17	82.29	0.00	630.98	630.98	0.00
1991	18	169.25	23.98	193.23	339.99	79.99	0.00	613.21	613.21	0.00
1992	21	46.01	5.99	52.00	85.44	20.59	0.00	158.02	158.03	-0.01
1993	23	113.68	13.47	127.15	193.10	48.03	0.00	368.27	368.28	-0.01
1994	21	96.45	10.70	107.15	149.97	38.58	0.00	295.69	295.70	-0.01
1995	39	375.97	21.22	397.19	508.13	135.84	0.00	1041.15	1041.16	-0.01
1996	43	439.73	40.70	480.43	557.24	155.58	0.00	1193.25	1193.25	0.00
1997	55	1106.03	95.73	1201.76	1249.74	367.63	0.00	2819.13	2819.13	0.00
1998	76	1666.21	169.97	1836.18	1686.93	527.13	0.00	4050.30	4050.24	0.06
1999	79	2296.14	0.00	2296.14	1836.83	619.92	0.00	4752.97	4752.89	0.08
2000	132	2353.17	306.37	2659.54	1783.54	650.80	0.00	5093.99	5093.88	0.11
2001	175	3886.34	408.53	4294.87	2391.47	994.57	0.00	7680.97	7680.91	0.06
2002	253	4563.73	514.43	5078.16	2247.64	1099.96	0.00	8425.81	8425.76	0.05
2003	389	8086.20	587.17	8673.37	2735.21	1686.97	0.00	13096.05	13095.55	0.50
2004	1014	25382.47	1542.78	26925.25	5534.49	5036.53	0.00	37496.97	37496.27	0.70
Entity 230	2395	51483.90	3818.09	55301.99	23508.37	11940.33	0.00	90737.94	90750.69	-12.75

YR	ORIG ADJ TAX	CHG TAX DUE	NEW ADJ TAX	TAX PAID	DISC/P&I	ATT FEE	NET PAID	AMOUNT PAID	VARIANCE
41	0.13	0.00	0.13	0.00	0.00	0.00	0.00	0.00	0.00
49	1.27	0.00	1.27	0.00	0.00	0.00	0.00	0.00	0.00
50	1.28	0.00	1.28	0.00	0.00	0.00	0.00	0.00	0.00
51	2.88	0.00	2.88	0.00	0.00	0.00	0.00	0.00	0.00
52	3.83	0.00	3.83	0.00	0.00	0.00	0.00	0.00	0.00
53	1.28	0.00	1.28	0.00	0.00	0.00	0.00	0.00	0.00
54	1.28	0.00	1.28	0.00	0.00	0.00	0.00	0.00	0.00
55	1.73	0.00	1.73	0.00	0.00	0.00	0.00	0.00	0.00
56	1.73	0.00	1.73	0.00	0.00	0.00	0.00	0.00	0.00
57	1.87	0.00	1.87	0.00	0.00	0.00	0.00	0.00	0.00
58	1.43	0.00	1.43	0.00	0.00	0.00	0.00	0.00	0.00
59	4.74	0.00	4.74	0.00	0.00	0.00	0.00	0.00	0.00
60	4.10	0.00	4.10	0.00	0.00	0.00	0.00	0.00	0.00
61	4.97	0.00	4.97	0.00	0.00	0.00	0.00	0.00	0.00
62	4.92	0.00	4.92	0.00	0.00	0.00	0.00	0.00	0.00
63	9.64	0.00	9.64	0.00	0.00	0.00	0.00	0.00	0.00
64	10.11	0.00	10.11	0.00	0.00	0.00	0.00	0.00	0.00
65	24.43	0.00	24.43	0.00	0.00	0.00	0.00	0.00	0.00
66	10.01	0.00	10.01	0.00	0.00	0.00	0.00	0.00	0.00
67	29.84	0.00	29.84	0.00	0.00	0.00	0.00	0.00	0.00
68	38.84	0.00	38.84	0.00	0.00	0.00	0.00	0.00	0.00
69	60.44	0.00	60.44	0.00	0.00	0.00	0.00	0.00	0.00
70	64.30	0.00	64.30	0.00	0.00	0.00	0.00	0.00	0.00
71	38.30	0.00	38.30	0.00	0.00	0.00	0.00	0.00	0.00
72	62.03	0.00	62.03	0.00	0.00	0.00	0.00	0.00	0.00
73	27.61	0.00	27.61	0.00	0.00	0.00	0.00	0.00	0.00
74	39.01	0.00	39.01	0.00	0.00	0.00	0.00	0.00	0.00
75	68.27	0.00	68.27	0.00	0.00	0.00	0.00	0.00	0.00
76	57.50	0.00	57.50	0.00	0.00	0.00	0.00	0.00	0.00
77	60.35	0.00	60.35	0.00	0.00	0.00	0.00	0.00	0.00
78	59.10	0.00	59.10	0.00	0.00	0.00	0.00	0.00	0.00
79	79.49	0.00	79.49	0.00	0.00	0.00	0.00	0.00	0.00
80	118.06	0.00	118.06	0.00	0.00	0.00	0.00	0.00	0.00
81	459.11	0.00	459.11	0.00	0.00	0.00	0.00	0.00	0.00
82	2910.26	0.00	2910.26	64.47	183.09	37.14	284.70	284.70	0.00
83	5761.68	0.00	5761.68	61.20	166.47	34.15	261.82	261.82	0.00
84	30567.94	0.00	30567.94	99.50	258.70	53.73	411.93	411.93	0.00
85	38885.37	0.00	38885.37	78.59	194.87	41.02	314.48	314.48	0.00
86	31607.10	0.00	31607.10	96.18	226.98	48.47	371.63	371.63	0.00
87	31207.76	-81.51	31126.25	130.21	291.67	63.28	485.16	470.89	-14.27
88	28399.46	-64.38	28335.08	91.13	193.18	42.64	326.95	326.95	0.00
89	30536.37	-1.19	30535.18	167.77	335.52	75.49	578.78	578.78	0.00
90	32532.24	-17.67	32514.57	190.52	358.17	82.29	630.98	630.98	0.00
91	36213.77	-2.52	36211.25	193.23	339.99	79.99	613.21	613.21	0.00
92	40387.18	-123.83	40263.35	52.00	85.44	20.59	158.03	158.02	-0.01
93	47486.93	-202.42	47284.51	127.15	193.10	48.03	368.28	368.27	-0.01
94	54494.78	-128.87	54365.91	107.15	149.97	38.58	295.70	295.69	-0.01

YR	ORIG	ADJ	TAX	CHG	TAX	DUE	NEW	ADJ	TAX	TAX	PAID	DISC/P&I	ATT	FEE	NET	PAID	AMOUNT	PAID	VARIANCE
95	74796	85	-134.41	74662.44	397.19	508.13	135.84	1041.16	1041.15	-0.01									
96	91941.18	-135.37	91805.81	480.43	557.24	155.58	1193.25	1193.25	0.00										
97	116839	44	-151.02	116688	42	1201.76	1249.74	367.63	2819.13	2819.13	0.00								
98	145647	70	-158.23	145489.47	1836.18	1686.93	527.13	4050.24	4050.30	0.06									
99	194485	74	-169.51	194316.23	2296.14	1836.83	619.92	4752.89	4752.97	0.08									
00	294307	54	-98.48	294209.06	2659.54	1783.54	650.80	5093.88	5093.99	0.11									
01	533609	08	-91.20	533517.88	4294.87	2391.47	994.57	7680.91	7680.97	0.06									
02	7585350	80	-610.94	7584739.86	5078.16	2247.64	1099.96	8425.76	8425.81	0.05									
03	7369153	46	-661.22	7368492.24	8673.37	2735.21	1686.97	13095.55	13096.05	0.50									
04	8101149	80	-3283.78	8097866.02	26925.25	5534.49	5036.53	37496.27	37496.97	0.70									
230	24919626	31	-6116.55	24913509.76	55301.99	23508.37	11940.33	90750.69	90737.94	-12.75									

YR	ORIGINAL TAX	CHG TAX DUE	NEW ADJ TAX	ZCOL	PAID TAX # PAID	DISC/P&I	ATT FEE	AMOUNT PAID	VARIANCE	UNPAID TAX # UNPAID
41	0.13	0.00	0.13	0	0.00 0	0.00	0.00	0.00	0.00	0.13 1
49	1.27	0.00	1.27	0	0.00 0	0.00	0.00	0.00	0.00	1.27 1
50	1.28	0.00	1.28	0	0.00 0	0.00	0.00	0.00	0.00	1.28 1
51	2.88	0.00	2.88	0	0.00 0	0.00	0.00	0.00	0.00	2.88 2
52	3.83	0.00	3.83	67	2.55 1	11.44	2.10	16.09	0.00	1.28 1
53	162.51	-161.23	1.28	0	0.00 1	0.00	0.00	0.00	0.00	1.28 1
54	107.54	-106.26	1.28	0	0.00 1	0.00	0.00	0.00	0.00	1.28 1
55	1.73	0.00	1.73	0	0.00 0	0.00	0.00	0.00	0.00	1.73 1
56	1.73	0.00	1.73	0	0.00 0	0.00	0.00	0.00	0.00	1.73 1
57	1.87	0.00	1.87	0	0.00 0	0.00	0.00	0.00	0.00	1.87 1
58	1.43	0.00	1.43	0	0.00 0	0.00	0.00	0.00	0.00	1.43 1
59	4.74	0.00	4.74	0	0.00 0	0.00	0.00	0.00	0.00	4.74 3
60	4.10	0.00	4.10	0	0.00 0	0.00	0.00	0.00	0.00	4.10 3
61	27.10	-22.13	4.97	0	0.00 1	0.00	0.00	0.00	0.00	4.97 4
62	4.92	0.00	4.92	0	0.00 0	0.00	0.00	0.00	0.00	4.92 4
63	13.44	-3.80	9.64	49	4.75 2	7.67	0.00	12.42	0.00	4.89 4
64	13.91	-3.80	10.11	52	5.22 2	19.65	3.73	28.60	0.00	4.89 4
65	28.23	-3.80	24.43	21	5.22 2	19.34	3.68	28.24	0.00	19.21 6
66	14.57	-4.56	10.01	63	6.27 2	22.85	4.37	33.49	0.00	3.74 3
67	35.51	-5.67	29.84	18	5.38 2	19.01	3.66	28.05	0.00	24.46 6
68	50.42	-11.58	38.84	0	0.00 3	0.00	0.00	0.00	0.00	38.84 6
69	73.32	-12.88	60.44	0	0.00 3	0.00	0.00	0.00	0.00	60.44 9
70	75.13	-10.83	64.30	32	20.71 3	68.74	13.43	102.88	0.00	43.59 7
71	49.13	-10.83	38.30	54	20.71 3	69.27	13.50	103.48	0.00	17.59 7
72	77.80	-15.77	62.03	33	20.71 3	68.03	13.31	102.05	0.00	41.32 7

YR	ORIGINAL TAX	CHG TAX DUE	NEW ADJ TAX	/COL	PAID TAX # PAID	DISC/P&I	ATT FEE	AMOUNT PAID	VARIANCE	UNPAID TAX # UNPAID
73	35.94	-8.33	27.61	0	0.00	0.00	0.00	0.00	0.00	27.61
					2					7
74	57.60	-18.59	39.01	29	11.40	34.94	6.95	53.29	0.00	27.61
					5					7
75	93.10	-24.83	68.27	25	17.10	51.39	10.27	78.76	0.00	51.17
					4					6
76	85.42	-27.92	57.50	30	17.10	50.36	10.12	77.58	0.00	40.40
					5					7
77	70.76	-10.41	60.35	33	19.95	57.81	11.66	89.42	0.00	40.40
					4					7
78	176.61	-117.51	59.10	34	19.95	56.62	11.48	88.05	0.00	39.15
					8					8
79	197.00	-117.51	79.49	28	21.96	60.84	12.42	95.22	0.00	57.53
					10					13
80	283.04	-164.98	118.06	38	44.37	104.40	22.32	171.09	0.00	73.69
					18					13
81	2798.72	-2339.61	459.11	38	176.62	449.85	75.20	701.68	0.01	282.49
					58					18
82	3724.12	-813.86	2910.26	51	1480.67	3655.74	765.24	5901.50	-0.15	1429.59
					97					63
83	6961.63	-1199.95	5761.68	77	4442.46	4234.54	894.82	9570.83	-0.99	1319.22
					220					70
84	36214.16	-5646.22	30567.94	10	2933.00	6449.37	1394.64	10776.97	-0.04	27634.94
					177					1070
85	47650.31	-8764.94	38885.37	15	5995.95	9335.78	2016.76	17345.97	-2.52	32889.42
					382					1172
86	38535.93	-6928.83	31607.10	19	5894.07	11249.04	2522.68	20021.48	355.69	25713.03
					281					1497
87	35990.39	-4864.14	31126.25	20	6265.38	11360.76	2533.26	20341.02	181.62	24860.87
					326					1651
88	31444.92	-3109.84	28335.08	24	6697.92	11697.27	2693.92	21101.67	12.56	21637.16
					348					1526
89	33456.64	-2921.46	30535.18	28	8675.34	14427.71	3401.80	26605.28	100.43	21859.84
					429					1893
90	35328.38	-2813.81	32514.57	34	10993.51	16591.47	4046.98	31647.97	16.01	21521.06
					519					2060
91	40157.79	-3946.54	36211.25	35	12756.94	17620.06	4465.52	34842.75	0.23	23454.31
					572					2376
92	44639.95	-4376.60	40263.35	41	16466.05	19779.18	5343.78	41589.29	0.28	23797.30
					618					2206
93	51233.79	-3949.28	47284.51	46	21678.41	25221.36	6872.90	53772.73	0.06	25606.10
					744					2617
94	58723.89	-4357.98	54365.91	47	25713.03	26942.15	7662.90	60317.92	-0.16	28652.88
					822					2987
95	79457.51	-4795.07	74662.44	51	38317.79	36068.39	10936.50	85322.35	-0.33	36344.65
					1065					3271
96	97147.33	-5341.52	91805.81	57	52229.88	41966.23	13691.63	108050.04	162.30	39575.93
					991					1976
97	122849.57	-6161.15	116688.42	59	68803.73	47959.15	16747.55	133516.93	6.50	47884.69
					1398					2504

YR	ORIGINAL TAX	CHG TAX DUE	NEW ADJ TAX	ZCOL	PAID TAX # PAID	DISC/P&I	ATT FEE	AMOUNT PAID	VARIANCE	UNPAID TAX # UNPAID
98	151045.32	-5555.85	145489.47	60	87733.40 1822	54801.59	20844.75	163380.00	0.26	57756.07 2942
99	208551.63	-14235.40	194316.23	64	124170.52 2501	63582.87	26898.82	214743.32	91.11	70145.71 3573
00	308308.85	-14099.79	294209.06	68	200389.51 5432	82438.65	40413.89	325737.44	2495.39	93819.55 3950
01	549494.66	-15976.78	533517.88	78	417854.02 12318	108291.60	67271.38	594834.80	1417.80	115663.86 4171
02	7607779.34	-23039.48	7584739.86	98	7419793.91 84217	138221.71	62253.38	7622565.81	2296.81	164945.95 5348
03	7404592.58	-36100.34	7368492.24	97	7155086.45 106104	108104.83	42255.16	7305767.22	320.78	213405.79 8321
04	8085286.33	12579.69	8097866.02	96	7785345.71 113905	86983.41	24663.87	7897193.82	200.83	312520.31 6244
230	25083131.73	-169621.97	24913509.76	94.2	23480137.62 335431	948155.07	370810.33	24806757.50	7654.48	1433372.14 63659

ATC SYSTEM  
 Monthly Statement of Condition Report  
 Month Ending 09/30/2005  
 Excluding Rollbacks

CURRENT ROLL	CURRENT MTD	CURRENT YTD
Current Taxes Collected	26,925.25	7,785,345.71
M&D Collected	25,382.21	7,339,238.15
I&S Collected	1,542.77	446,099.45
Penalty and Interest	5,534.49	86,983.41
M&D Pen and Int	5,217.41	81,998.02
I&S Pen and Int	317.08	4,985.39
Attorney Fees	5,036.53	24,663.87
Dverage	0.70	200.83
Total Funds Collected	37,496.97	7,897,193.82

2004 Tax Levy Roll		8,085,286.33
Supplements	<3,283.78>	12,579.69
Adjusted Tax Levy Roll		8,097,866.02

Prior Month Taxes Collected	7,758,420.46	
Current Month Taxes Collected	26,925.25	
Total Taxes Collected		7,785,345.71

Balance of Current Roll		312,520.31
% of Current Roll Collected		96.1407

DELINQUENT ROLL	CURRENT MTD	CURRENT YTD
Delinquent Taxes Collected	28,376.74	354,513.28
M&D Collected	26,101.42	325,425.75
I&S Collected	2,275.31	29,086.22
Penalty and Interest	17,973.88	197,549.02
M&D Pen and Int	16,552.70	181,031.31
I&S Pen and Int	1,421.18	16,517.71
Attorney Fees	6,903.80	81,500.88
Dverage	<13.45>	<11.90>
Total Funds Collected	53,240.97	633,551.28

Delinquent Tax Levy Roll		1,511,169.33
Supplements	<2,832.77>	<35,804.22>
Adjusted Tax Levy Roll		1,475,365.11

Prior Month Taxes Collected	326,136.54	
Current Month Taxes Collected	28,376.74	
Total Taxes Collected		354,513.28

Balance of Delinquent Roll		1,120,851.83
% of Delinquent Roll Collected		24.0289

=====  
 Total Tax Outstanding 1,433,372.14

**UPSHUR COUNTY COMMISSIONER COURT DATES  
AND PAYROLL DATES  
2006**

1. Friday, January 13, 2006
2. Tuesday, January 31, 2006
3. Wednesday, February 15, 2006
4. Tuesday, February 28, 2006
5. Wednesday, March 15, 2006
6. Friday, March 31, 2006
7. Thursday, April 13, 2006
8. Friday, April 28, 2006
9. Monday, May 15, 2006
10. Wednesday, May 31, 2006
11. Thursday, June 15, 2006
12. Friday, June 30, 2006
13. Friday, July 14, 2006
14. Friday, July 31, 2006
15. Tuesday, August 15, 2006
16. Thursday, August 31, 2006
17. Friday, September 15, 2006
18. Friday, September 29, 2006
19. Monday, October 16, 2006
20. Tuesday, October 31, 2006
21. Wednesday, November 15, 2006
22. Thursday, November 30, 2006
23. Friday, December 15, 2006
24. Friday, December 29, 2006

**FILED**  
**ROBIN RODENBERG**  
**COUNTY CLERK**  
**2005 OCT 31 P 5:09**  
**UPSHUR COUNTY, TX.**  
BY \_\_\_\_\_  
F. UITY



**DEAN FOWLER**

County Judge

P.O. Box 790

Gilmer, Texas 75644

903-843-4003 Fax 903-843-0827

## UPSHUR COUNTY HOLIDAYS 2006

<b>JANUARY</b>	<b>2</b>	<b>MONDAY</b>	<b>NEW YEAR'S DAY</b>
<b>JANUARY</b>	<b>16</b>	<b>MONDAY</b>	<b>MARTIN LUTHER KING DAY</b>
<b>FEBRUARY</b>	<b>20</b>	<b>MONDAY</b>	<b>PRESIDENTS' DAY</b>
<b>APRIL</b>	<b>14</b>	<b>FRIDAY</b>	<b>GOOD FRIDAY</b>
<b>MAY</b>	<b>29</b>	<b>MONDAY</b>	<b>MEMORIAL DAY</b>
<b>JULY</b>	<b>4</b>	<b>TUESDAY</b>	<b>INDEPENDENCE DAY</b>
<b>SEPTEMBER</b>	<b>4</b>	<b>MONDAY</b>	<b>LABOR DAY</b>
<b>OCTOBER</b>	<b>19-20</b>	<b>THUR-FRI</b>	<b>YAMBOREE</b>
<b>NOVEMBER</b>	<b>10</b>	<b>FRIDAY</b>	<b>VETERANS' DAY</b>
<b>NOVEMBER</b>	<b>23-24</b>	<b>THUR-FRI</b>	<b>THANKSGIVING</b>
<b>DECEMBER</b>	<b>25-26</b>	<b>MON-TUES</b>	<b>CHRISTMAS</b>

FILED  
ROBIN RODEMBERG  
COUNTY CLERK  
2005 OCT 31 5:00 PM  
UPSHUR COUNTY, TX.  
DIVERSITY

**UPSHUR COUNTY AVAILABLE SCHOOL FUND - SCHOOL YEAR  
2005-2006**

**Amount to be  
Disbursed:     \$200,000.00**

<b>SCHOOL DISTRICT</b>	<b>UPSHUR COUNTY STUDENTS</b>	<b>PERCENTAGE</b>	<b>AMOUNT</b>
<b>GILMER ISD</b>	<b>2133.200</b>	<b>33.18%</b>	<b>\$66,360.00</b>
<b>NEW DIANA ISD</b>	<b>774.980</b>	<b>12.05%</b>	<b>\$24,100.00</b>
<b>ORE CITY ISD</b>	<b>708.650</b>	<b>11.02%</b>	<b>\$22,040.00</b>
<b>HARMONY ISD</b>	<b>676.700</b>	<b>10.52%</b>	<b>\$21,040.00</b>
<b>GLADEWATER ISD</b>	<b>652.000</b>	<b>10.14%</b>	<b>\$20,280.00</b>
<b>UNION GROVE ISD</b>	<b>606.000</b>	<b>9.42%</b>	<b>\$18,840.00</b>
<b>BIG SANDY ISD</b>	<b>604.000</b>	<b>9.39%</b>	<b>\$18,780.00</b>
<b>UNION HILL ISD</b>	<b>269.000</b>	<b>4.18%</b>	<b>\$8,360.00</b>
<b>PITTSBURG ISD</b>	<b>6.000</b>	<b>0.10%</b>	<b>\$200.00</b>
<b>TOTAL</b>	<b>6430.530</b>	<b>100.00%</b>	<b>\$200,000.00</b>

**Date:**

**Approved:**

  
 \_\_\_\_\_  
**Dean Fowler,**  
**Upshur County Judge**

**FILED**  
**ROBIN RODENBERG**  
**COUNTY CLERK**  
 2005 OCT 31 1P 5:07  
 UPSHUR COUNTY, TX.  
 ORE CITY

**UPSHUR COUNTY, TEXAS**  
**CHAPTER 9**  
**INCIDENT MANAGEMENT SYSTEM**

**PURPOSE:**

The National Incident Management Systems (NIMS), as outlined in Homeland Security Presidential Directive (HSPD)-5 issued February 28, 2003, will be used to manage all emergency incidents responded to by all Upshur County First Responders and all cities First Responders. This system will provide a consistent nationwide approach for Federal, State, and local governments to work effectively together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command; training; identification and management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources

**SCOPE:**

The National Incident Management System (NIMS) will be utilized at all emergency incidents. The NIMS also shall be applied to drills, exercises and other situations that involve hazards similar to those encountered at actual emergency incidents and to simulated incidents that are conducted for training and familiarization purposes. This SOP does not contain all components of the NIMS but focuses mainly on the Incident Command System (ICS) component. The complete NIMS Document can be downloaded from the NIMS Integration Center Web Site [www.fema.gov/nims/](http://www.fema.gov/nims/).

This SOP will serve to comply with Texas Commission on Fire Protection Standard 435.11.

**SECTION I. TRAINING**

All personnel involved in emergency operations shall be trained in the NIMS.

Personnel who are expected to perform as incident commanders or to be assigned to supervisory levels within the command structure shall be trained in and familiar with the Incident Command System (ICS) and the particular levels at which they are expected to perform.

The following on-line courses, or equivalent, are required basic training:  
The IS-700 National Incident Management System  
The IS-195 Basic Incident Command System

Personnel are also encouraged to participate in advanced levels of NIMS training.

## **SECTION II. INCIDENT COMMAND SYSTEM (ICS) STRUCTURE**

The Incident Command System is modular to allow the application of only those elements that are necessary at a particular incident to be activated or deactivated as the needs of the incident change in time. The system provides for a routine process of escalation as additional resources are utilized. The ICS is built from the first arriving units up, as needed.

The command structure for each incident shall maintain an accepted supervisory span of control at each level of the organization. This is normally three (3) to seven (7) personnel, with five (5) being the preferred number.

The Incident Commander shall have the authority to modify standard assignments or to apply them in a manner that suits the particular needs of an incident. It shall be the responsibility of the Incident Commander to clearly identify the parameters of an assignment when deviating from the standard assignments.

The Incident Commander must determine if initial command activity will be conducted from a fixed position, or if it will be conducted simultaneously with the tactical operations of the first arriving units. Command from a fixed position is preferred, particularly when an incident is complex or rapidly escalating.

## **SECTION III. PERSONNEL AND RESOURCE ACCOUNTABILITY**

Personnel and resource accountability will be conducted according UPHUR COUNTY EMP SOP #6 Personnel Accountability.

## **SECTION IV. PERSONNEL REHABILITATION**

Personnel rehabilitation will be conducted according to UPHUR COUNTY EMP SOP #6 Firefighter Rehabilitation.

## **SECTION V. COMMUNICATIONS**

Clear text will be used for communications; no 10 codes, signals, etc. are to be used.

Upshur Co. SO Repeater will be used for the dispatching.

Dispatch, Command, and Tactical channels shall be established when the incident increases in size where it requires establishing sectors.

Dispatch Channel-used by the IC to communicate with dispatch. The following channels can be used as dispatch channels:

1. Upshur Co. SO Repeater;
2. Gilmer Police Department Repeater;
3. GFD Repeater,
4. UCFA Repeater.

Command Channel-used by IC to communicate with sector officers and sector officers with each other. The following channels can be used as command channels:

- GFD Channel "6"
- UCFD Channel "8"
- Texas Fire 1
- Texas Fire 2
- Texas Fire 3
- Texas Law 1
- Texas Law 2
- Texas Law 3
- Texas Med 1

Tactical Channel-used by the tactical level resources to communicate with each other. The following channels can be used as tactical channels:

- Upshur County SO Repeater
- Gilmer Police Department Repeater
- GFD Channel "6"
- UCFD Channel "8"
- Texas Fire 1
- Texas Fire 2
- Texas Fire 3
- Texas Law 1
- Texas Law 2
- Texas Law 3
- Texas Med 1

The Incident Commander will assign the dispatch, command and tactical channels for the incident.

The term "**Emergency Traffic**" will be transmitted when an emergency condition exists at an incident, other than a lost or trapped firefighter, to clear radio traffic from the channel. Once "Emergency Traffic" has been declared, all radio traffic will cease immediately. This would include, but is not limited to, the following.

- Officer needs assistance
- Evacuate the building/area
- Change from offensive to defensive
- Imminent building collapse
- Change in wind direction

Emergency Traffic can be declared by the Incident Commander, sector supervisor, or firefighter.

Once the emergency traffic has been transmitted, the person who declared the emergency traffic message shall conclude it by transmitting "**Resume Radio Traffic**".

In addition to emergency traffic being transmitted, three (3) short blasts on the air-horns of the apparatus will be sounded to alert personnel to evacuate the building and/or area immediately.

The term "**May-Day**" will be transmitted by a lost or trapped firefighter to report their need for assistance. A "May-Day" may be transmitted by any member to report a lost firefighter. The term "May-Day" will be used to report a trapped or missing firefighter ONLY. The term "Emergency Traffic" will be used to report other emergencies.

## **SECTION VI. SYSTEM COMPONENTS AND RESPONSIBILITIES**

The Incident Command System organizational structure develops in a modular fashion based upon the type and size of the incident. The System's staff builds from the top down with responsibility and performance placed initially with the Incident Commander. As the need exists, separate sections can be developed, each with several units that may be established. If one individual can simultaneously manage all major functional areas, no further organization is required. If one or more of the areas requires independent management, an individual is named to be responsible for that area. Listed below are the major components of the Incident Command System:

**INCIDENT COMMANDER**- An Incident Commander will be established at every incident and shall be responsible for the overall coordination and direction of all activities at an incident. This responsibility shall include the safety and health of all fire department personnel and other persons operating within the Incident Management System. There shall be only one (1) Incident Commander at an incident. However, different individuals may serve as the IC as the incident progresses by utilizing the Transfer of Command procedures outlined in this SOP. An incident utilizing a Unified Command Structure is the exception to the single Incident Commander.

The following risk management principles shall be utilized by the Incident Commander:

- 1) Activities that present a significant risk to the safety of personnel shall be limited to situations where there is a potential to save endangered lives.
- 2) Activities that are routinely employed to protect property shall be recognized as inherent risks to the safety of personnel, and actions shall be taken to reduce or avoid these risks.
- 3) No risk to the safety of personnel shall be acceptable where there is no possibility to save lives or property.

**Incident Commander** is responsible for the following:

- Establishing a command structure that meets the needs of the incident.

- Determining the overall strategy that will be employed.
- Requesting and assigning adequate resources to deal with the incident
- Evaluating the progress and change the strategy as needed.
- Communicating and interpreting progress reports from persons assigned in the command structure.

**COMMAND STAFF**-Are positions established to assume responsibility for key activities, which are not part of the line organization. These position report directly to the IC The three (3) main staff positions are listed below:

**Public Information Officer (PIO)**- Responsible for interface with the media or other appropriate agencies requiring information direct from the incident scene. The PIO will only release information approved by the IC.

**Incident Safety Officer (ISO)**- Responsible for monitoring and assessing safety hazards, unsafe conditions, and developing measures for ensuring personnel safety. Has the authority to stop and/or prevent unsafe acts. If the ISO judges activities to be unsafe and to involve an imminent hazard, the ISO shall have the authority to alter suspend, or terminate those activities. The ISO shall immediately inform the IC of any actions taken. Where unsafe activities are identified by the ISO that do not present an imminent danger, the ISO will contact the IC in order to correct the condition.

**Liaison Officer**- Is the point of contact for assisting and cooperating agencies.

**OPERATIONS SECTION**- Responsible for the direct management of all incident tactical activities, the tactical priorities, and safety and welfare of the personal working in the Operations Sections.

**Operations Officer**-is responsible for:

- Managing the incident tactical activities.
- Coordinating activities with the IC.
- Implementing the incident action plan.
- Assigning resources to tactical level areas based on tactical objectives and priorities.
- Building an effective organizational structure through the use of sectors.
- Providing tactical objectives for each sector.
- Consulting with and informing sector officers and Incident Command Staff as needed.
- Keeping the IC informed of the progress of the incident and suggesting changes in the incident action plan if necessary.

**PLANNING SECTION**-Responsible for gathering, assimilating, analyzing and processing information needed for effective decision-making. The goal of the planning section is to plan ahead of current events and to identify the need for resources before they are needed.

**Planning Officer**-is responsible for:

- Evaluating current strategy and plan with the IC.
- Maintaining resource status and personnel accountability.
- Refining and recommending any needed changes to plan with Operations Section's input.
- Evaluating incident organization and span-of-control.
- Forecasting possible outcome of incident.
- Evaluating future resources requirements.
- Utilizing technical assistance as needed.
- Evaluating tactical priorities, critical factors and safety.
- Gathering, updating, improving and managing situation status with a standard systematic approach.
- Coordinating with any needed outside agencies for planning needs.
- Planning for incident demobilization.
- Maintaining incident records.

**LOGISTICS SECTION**- Provides services and support systems to all the organizational components involved in the incident including facilities, transportation, supplies, equipment maintenance, fueling, feeding, communications, and medical services, including firefighter rehab.

**Logistics Officer**-is responsible for:

- Providing medical aid for incident personnel and managing Rehab.
- Coordinating immediate critical incident stress debriefings.
- Providing and managing any needed supplies or equipment.
- Forecasting and obtaining future resource needs (coordinate with Planning Section).
- Providing communications plan and any needed repairs for equipment.
- Obtaining specialized equipment or expertise per Command.
- Providing food and associated supplies.
- Securing any needed fixed or portable facilities.
- Providing any other logistical needs as required by Command.
- Supervising assigned personnel.

**FINANCE SECTION**-Established on incidents when the agency (ies) that are involved have a specific need for financial services. It is rarely established. The function is usually assigned to a person in the Planning Section.

**Finance Officer**-is responsible for:

- Procuring of services and/or supplies from sources within and outside the department as requested by Command (coordinates with Logistics Section)
- Documenting all financial costs of the incident.
- Keeping documentation for possible cost recovery for services and/or supplies.
- Analyzing and managing legal risk for incidents (i.e. HAZ-MAT clean up).
- Keeping documentation for compensation and claims for injury.

**STAGING AREA**-The location where incident personnel and equipment are assigned on an immediately available status.

**Staging Officer**-is responsible for:

- Reporting directly to the IC until an Operations Officer is appointed.
- For establishing the Staging Area if one has not been established by the IC.
- Notifying the IC or Operations Officer the location of the Staging Area.
- Logging all personnel and equipment in and out of the Staging Area.
- Keeping track of available equipment and personnel in the Staging Area.
- Keeping personnel and equipment assigned to Staging together and ready to respond if needed. (Do not let the personnel wander off to see what is going on at the incident).

**SUPERVISORS/SECTOR OFFICER POSITION** - are at the tactical and task level in the system. They are responsible for specific geographical areas or functions at the tactical level and for supervising specific tasks at the task level.

**Supervisors/Sector Officers** are responsible for:

- Employing the same risk management principles at their level in the system as those used by the Incident Commander to define the limits of acceptable and unacceptable positions and functions for all personnel at the scene.
- Assuming responsibility for activities within their span of control, including responsibility for the safety and health of personnel and other authorized persons within their designated areas.
- Working toward assigned objectives, within the overall strategy defined by the incident commander. They shall report their progress or lack of progress at 15-minute intervals.
- Being alert to recognize conditions and actions that create a hazard within their span of control. They have the authority and responsibility to take immediate action to correct imminent hazards and to advise the appropriate supervisor regarding these actions.

- Coordinating their activities with other supervisors at the same level and shall provide direction to supervisors at a lower level or personnel within their span of control.
- Where conflicting orders are received at any level of the incident management system, the individual receiving the conflicting order shall inform the individual giving the order that a conflict exists. If the conflicting order is required to be carried out, the individual giving the conflicting order shall so inform the individual who provided the initial order. **NOTE:** The requirement for clarifying conflicting orders does not apply to imminent hazard situations where immediate action is necessary to avoid a dangerous situation.
- Maintaining a constant awareness of the position and function of all personnel assigned to operate under their supervision. This awareness shall serve as the basic means of accountability that shall be required for operational safety.

## **SECTION VII. ESTABLISHING COMMAND**

The first fire department member arriving on scene will establish and name Command and will remain in Command until a more qualified or higher-ranking member arrives on scene and assumes Command. Command will operate from inside a vehicle if at all possible. If Command must leave the vehicle as part of the initial attack, he will return to the vehicle as soon as possible.

The IC will give a size-up on the Dispatch Channel prior to going to a Tactical Radio Channel. The size-up should include the following:

- Description of the incident (i.e. type and size of structure, fuel type for Wildland fire, # of acres on fire, 2 car MVA, etc.).
- Obvious conditions (where fire and/or smoke is showing, exposures, vehicle upside down, # of patients, etc.)
- Actions being taken (offensive, defensive, investigation, etc.)
- Instructions for other arriving units.

Establish a Tactical Radio Channel and transmit which one it is on the Dispatch Channel prior to going to the Tactical Channel.

### **Command Options-Structure Fires**

When Command is initially established, that person, if a Company Officer, must decide on an appropriate involvement in tactical activities and mode of Command to be utilized. The options for Command are as follows:

**Nothing Showing Mode-**These situations generally require an investigation by the initial arriving company while other units are staged. The Officer should go with the company to investigate while utilizing a portable radio to Command the incident.

**Fast Attack Mode**-Situations that require immediate action to stabilize and require the Officer's assistance and direct involvement in the attack. In these situations the Officer goes with the crew to provide the appropriate level of supervision. Examples of these situations include:

- Interior fires in a residence, apartment or small commercial occupancies.
- Critical life safety situations (i.e. rescue) that must be achieved in a compressed time.
- Any incident where the safety and welfare of firefighters is a major concern.
- Obvious working incidents that require further investigation by the Officer

The use of a portable radio will allow the Officer's involvement in the attack without neglecting Command responsibilities.

The Fast Attack Mode should not last more than a few minutes and will end with one of the following:

- The situation is stabilized.
- The situation is not stabilized and the Officer must withdraw and assume an exterior Command position.
- Command is transferred to another Officer.

**Command Mode**-Certain incidents, by virtue of their size, complexity, or potential for rapid expansion, require immediate strong, direct, overall Command. In such case, the Officer will initially assume an exterior, safe, and effective Command position.

### **Passing Command**

In certain situations, it may be advantageous for the first arriving Officer to "Pass Command" to the next arriving Officer. This is indicated when the initial commitment of the first arriving company requires full crew effort and the next arriving officer is on scene or close to being on scene. Command may only be passed once on any scene and only by the first arriving Officer to the next arriving Officer.

### **Transfer of Command**

The arrival of a higher-ranking officer, in itself, does not mean Command has been transferred. The higher-ranking officer may elect not to take Command and may serve as an advisor to the person in Command.

Transfer of Command will be accomplished by the following:

- The person transferring Command will communicate with the person accepting Command by a face-to-face meeting.
- If a face-to-face meeting is not possible, then the exchange will take place via the radio.

- The person being relieved will brief the person accepting Command on the following:
  - Incident conditions.
  - Incident action plan.
  - Progress toward completion of the tactical objectives.
  - Safety considerations.
  - Deployment and assignments of operating companies.
  - Appraisal of needs for additional resources.

### **Unified Command**

A Unified Command Structure will be implemented any time the incident involves other departments or agencies, in addition to GFD, with management responsibilities for the incident.

The Unified Command Structure will:

- Consist of representatives, with decision-making authority, of each agency or department with management responsibilities for the incident.
- Jointly determine objectives, strategy and priorities for the incident
- Appoint an Operations Section Officer that will have the responsibility for implementation of the plan.

### **Establishing a Command Post**

A Command Post will be:

- Established depending on the size, type and complexity of the incident.
- Set up in a safe and highly visible location with a view of two (2) sides of the incident, if possible. The location will be transmitted on the radio.
- Marked with a green revolving or flashing light.

### **Establishing an Area Command**

An Area Command is activated only if necessary, depending on the complexity of the incident and incident management span-of-control considerations. **An Area Command is established either to oversee the management of multiple incidents that are each being handled by a separate ICS organization or to oversee the management of a very large incident that involves multiple ICS organizations, such as would likely be the case for incidents that are not site specific, geographically dispersed, or evolve over longer periods of time, (e.g., a bioterrorism event).** In this sense, acts of biological, chemical, radiological, and/or nuclear terrorism represent particular challenges for the traditional ICS structure and will require extraordinary coordination between Federal, State, local, tribal, private-sector, and nongovernmental organizations.

**Area Command is also used when there are a number of incidents in the same area and of the same type, such as two or more hazardous material (HAZMAT) or oil spills, and fires.** These represent incidents that may compete for the same resources. When incidents do not have similar resource demands, they are usually handled separately and are coordinated through an Emergency Operations Center (EOC). **If the incidents under the authority of the Area Command are multi-jurisdictional, then a Unified Area Command should be established.** This allows each jurisdiction to have representation in the command structure. Area Command should not be confused with the functions performed by an EOC. An Area Command oversees management of the incident(s), while an EOC coordinates support functions and provides resources support.

## **SECTION VIII. DIVIDING THE INCIDENT**

### **Structure Fires**

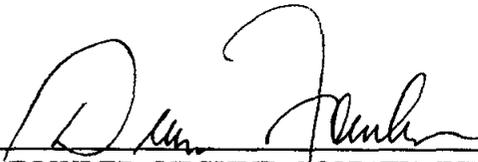
The following will apply when dividing an incident involving a structure:

- The front, or address side, will generally be designated "A" Sector.
- The remaining sides will be designated "B", "C", and "D" sides in a *clockwise* manner.
- When operating in a multi-story occupancy the building will be additionally divided using the floors and their numbers.

### **Wildland Fires**

The following will apply when dividing an incident involving Wildland fire:

- The origin of the fire will be the **rear** of the fire.
- The **left flank** and **right flank** of the fire will be referred to as if the person were standing at the rear and looking towards the head fire.
- The **head** is area with the greatest rate of forward spread.
- The flanks and head may need to be further divided into sectors, depending on the size of the fire.



DEAN FOWLER, UPSHUR COUNTY JUDGE

R. D. CROSS, MAYOR, CITY OF GILMER

GLENN BREAZEALE, MAYOR,  
CITY OF ORE CITY

SONNY PARSONS, MAYOR,  
CITY OF BIG SANDY

RONNIE HILL, MAYOR,  
CITY OF EAST MOUNTAIN

RANDY SIMCOX, MAYOR,  
CITY OF UNION GROVE

FILED  
ROBIN ROEENBERG  
COUNTY CLERK  
2005 OCT 31 1P 5:06  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_

WELCOME

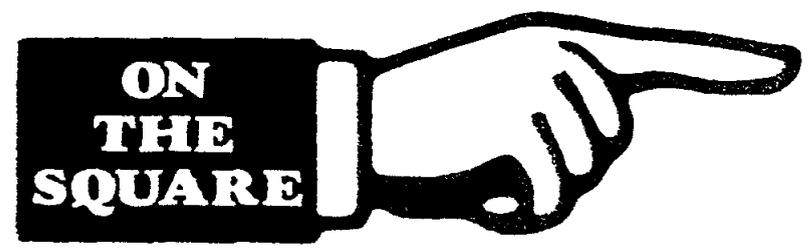
TO  
Try  
Gilmer First...  
We Have It All!  
DOWNTOWN

ANNUAL  
East Texas Yamboree  
FAIR

EST. 1848

GILMER  
TEXAS

*Leading the Way*



This Sign Designed &  
Installed by

Signs Neon & More 2.5 Miles North of Gilmer on Hwy 271  
903-762-1505  
BANNERS • MAGNETICS • NEON & MORE GILMER, TEXAS

FILED  
ROBIN RODENBERG  
COUNTY CLERK

## INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereinafter referred to as "Upshur County" and Big Sandy ISD, hereinafter referred to as "Big Sandy ISD." Upshur County and Big Sandy ISD do hereby jointly agree to the following obligations:

**RESPONSIBILITY OF UPSHUR COUNTY:** Subject to current funding, provide the equipment, manpower and actual performance of the construction, improvement, maintenance of repair of roads within the boundaries of the Big Sandy Schools located in Upshur County.

**RESPONSIBILITY OF BIG SANDY ISD:** Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of the Big Sandy Schools, including but not limited to sand, clay, oil dirt and gravel. Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done.

Upshur County and Big Sandy ISD agree that County road projects will take priority over this project.

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice. Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party.

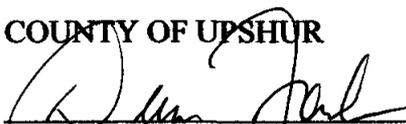
Each party hereby releases, acquits and discharges the other party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives and agents of the other party.

No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

In the case any one or more of the provisions contained in this agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, this Agreement is executed effective the 31 day of OCTOBER, 2005, by the officials hereunto duly authorized, in duplicate, either copy of which shall have the force and effect of an original.

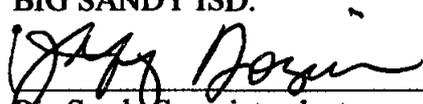
COUNTY OF UPSHUR

  
Dean Fowler, County Judge

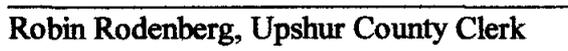
  
James Crittenden, Commissioner, Pct. 1

  
Lloyd A. Crabtree, Commissioner, Pct. 3

BIG SANDY ISD.

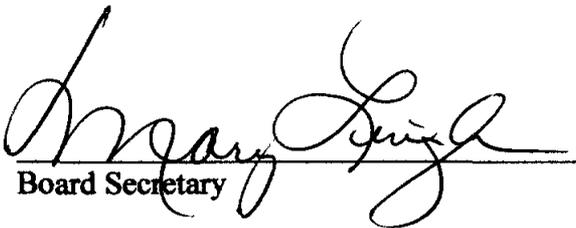
  
Big Sandy Superintendent

ATTEST:

  
Robin Rodenberg, Upshur County Clerk

  
Joe Ferguson, Commissioner, Pct. 2

  
Gary Drennan, Commissioner, Pct. 4

  
Board Secretary

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
2005 OCT 31 1P 5:07  
UPSUR COUNTY, TX.  
BY \_\_\_\_\_



3. County agrees to compensate Society in the amount of Six Thousand Five Hundred Dollars (\$6,500) per year for the period beginning October 1, 2005 and ending September 30, 2006. Said sum shall be paid in four (4) equal payments of One Thousand Six Hundred and Twenty-Five Dollars (\$1,625) over the twelve (12) month period of the contract. Society agrees to furnish the following reports: (a) annual financial report and (b) monthly operating report (shelter statistics) showing animals received, adopted and euthanized. Society shall annually provide County with a copy of Society's proposed budget prior to final approval.
4. County agrees that so far as it is concerned, and to the extent that it has power so to provide, every animal not claimed and redeemed by the owner before the expiration of 72 hours from the time of impounding shall become the sole and exclusive property of Society, so that neither County nor any agency or agent of County, nor of the State of Texas, nor any institution, corporation, nor individual shall have any claim or right to any animal not claimed and redeemed as provided, and County agrees that so far as it is concerned, Society shall have the undisputed right to humanely dispose of every animal given into its custody in accordance with its principles as follows:
  - a. To return to its former owner, where possible;
  - b. To place in the home of a new owner; or
  - c. To humanely destroy such animals as are not claimed by owners and which are not suitable for placement in new homes.
5. County agrees to supply Society with such forms and other records as County shall require Society to keep. Society shall keep on hand and shall supply such forms as necessary for record keeping and may require the animal control officers to fill out such forms as necessary to describe an animal, date, and time arrived at the shelter.
6. Society agrees to accept each and every animal delivered to its shelter located at Longview, Texas, by the agents of County and to provide each and every animal with shelter, food, water and all other humane treatment of the same degree and kind that Society provides for all other animals coming into its custody and control. The Society will not be held responsible for any animal health problems that may result from a period of impoundment or quarantine at the animal shelter, provided such loss is not due to the negligence of the Society, its members, agents or employees. The Society further agrees that it will accept into its exclusive custody

and control any animal delivered to its animal shelter for rabies observation or traumatic injury by the County Animal Control officers, regardless of the time or date of delivery. The Society further agrees to make receiving pens available for both dogs and cats in the designated receiving room or have shelter help available to place animals where they desire. The Society further agrees to provide adequate and conveniently located receiving pens for all animals brought to the shelter by authorized County personnel. Adequate and convenient shall mean that said receiving pens will be located as close to the unloading area as possible to enable the Animal Control officer to unload animals without disruption of the shelter's activities and to reduce extended excitement of the animals until such time as shelter personnel can process the animals.

7. Society agrees that it will keep its animal shelter open to the public not less than six (6) hours per day on weekdays and Saturdays except for accepted holidays. Society shall post in a prominent place the hours and telephone number to contact regarding the removal of an animal.
8. Society agrees that it will collect the following fees from every owner (County resident) seeking to redeem an impounded animal.
  - a. Society shall charge an owner reclaiming fee of Twenty Dollars (\$20.00) for each animal plus the cost of board at the rate of Ten Dollars (\$10.00) per day of impoundment, including the first day.
9. Society shall require proof of rabies vaccination within the preceding twelve (12) months of each dog or cat prior to releasing to owners reclaiming same. If a dog or cat has not been vaccinated or proof cannot be provided, Society shall require the owner to pay a Seven Dollar (\$7.00) vaccination fee before the dog or cat shall be released. Upon payment of the fee, the owner shall be issued a redeemable certificate which will be applied toward rabies vaccination at any veterinarian clinic which participates in the above-described vaccination program.
10. It is mutually agreed by the parties to this contract that boarding fees, donations, contributions or any other thing of value, given to the Society and/or its agents as a result of any service performed in carrying out the provisions of this contract, shall be exclusive property of the Society, and that County shall have no claim or interest therein.
11. It is mutually agreed to by the parties to this contract that Society shall have the right, prior to the seventy-two (72) hour redemption period, to humanely destroy any

animal impounded that is found to be physically suffering from an injury or a communicable disease. Before an animal is destroyed in such circumstances, such action shall be agreed to by the Upshur County Animal Control Officer and a Texas Department of Health certified employee of the shelter, as evidenced by the co-signature of each on an euthanasia form showing the present condition of the animal, including injuries, diseases, and general physical condition at time of admittance. In cases where agreement cannot be reached, the Director of the Animal Shelter and the Supervisor of the Upshur County Animal Control officers will review the case and attempt agreement. If agreement is still not reconciled, the Society will obtain an opinion from a licensed veterinarian as to the disposition of the animal. If the veterinarian recommends euthanasia prior to the 72-hour redemption period, the shelter staff shall then proceed with the euthanasia.

12. It is mutually agreed by the parties to this contract that Society shall have the sole and exclusive right to determine the responsibility of persons offering to become owners of unclaimed animals and the suitability of homes offered and shall have the sole and exclusive right to accept or reject such applicants for unclaimed animals.
13. Society shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. No members of the governing body of Society or any employee of Society shall have direct or indirect financial interest in this contract.
14. It is mutually agreed that neither party to this contract shall be bound by any conditions not expressly stated in this agreement. This contract constitutes the entire agreement between County and Society with regard to the subject matter contained herein and supersedes all prior or oral understandings. Changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made.
15. It is mutually agreed by the parties to this contract that all of its terms shall be in full force and effect commencing on the 1st day of October, 2005.
16. It is mutually agreed by the parties hereto that this contract shall terminate on September 30, 2006. Either party hereto may terminate this contract, with or without cause, at any time before said termination date. Except as otherwise

provided in this contract, the terminating party shall give written notice to the other party hereto at least thirty (30) days prior to the effective date of termination specifying the effective date of termination. If this contract is terminated by either party hereto without cause, compensation for the final month (or portion thereof) in which this contract is effective shall be determined in accordance with the following pro rata formula:  $F \times (E \div T)$ , where F is the monthly fee to be paid by County under the paragraph numbered "3" above for the calendar month in which termination becomes effective; E is the number of days of the calendar month in which termination becomes effective during which this contract was effective; and T is the total number of days of the calendar month in which termination becomes effective. The County Commissioners may determine, after a hearing before the County Commissioners' Court in which Society has been given the opportunity to be heard, that Society has breached this contract. If such a hearing has been conducted and this contract is terminated by County for breach of contract by Society, County reserves any and all remedies available at law, in equity, or under this contract, including without limitation County's right to withhold further payment and/or recover any payments already made to Society.

17. Society shall save harmless County and County's agents, officers, employees, subcontractors, or assigns from all claims and liability due to the acts or omissions of Society, Society's agents, officers, employees, subcontractors, or assigns in the performance of this contract. Society also agrees to save harmless County and County's agents, officers, employees, subcontractors, or assigns from any and all expenses, including attorney fees, all court costs and awards for damages, incurred by County or County's agents, officers, employees, subcontractors, or assigns in litigation or otherwise resisting such claims or liabilities as a result of any acts or omissions of Society, Society's agents, officers, employees, subcontractors, or assigns in the performance of this contract. Nothing in this contract shall be construed to make Society liable for any act or omission other than that of Society, Society's agents, officers, employees, subcontractors, or assigns. Society shall not be construed to indemnify or hold harmless County for any act or omission of anyone other than Society, Society's agents, officers, employees, subcontractors, or assigns.
18. This contract shall be subject to and interpreted in conformance with the laws of the State of Texas, unless expressly provided otherwise by federal law or regulations.

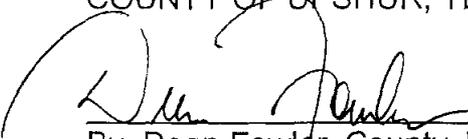
19. Venue for any action arising under this contract shall lie exclusively in Gregg County, Texas for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in federal court.
20. County and Society each is hereby bound and the partners, successors, executors, administrators and legal representatives of County and Society (and to the extent permitted by this paragraph, the assigns of County and Society) are hereby bound to the other party to this contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, contracts and obligations of this contract. Neither County nor Society shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this contract without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Society from employing such independent professional associates and consultants as Society may deem appropriate to assist in the performance of services hereunder.
21. Nothing under this contract shall be construed to give any rights or benefits in this contract to anyone other than County and Society, and all duties and responsibilities undertaken pursuant to this contract will be for the sole and exclusive benefit of County and Society and not for the benefit of any other party. Neither County nor Society waives any rights or defenses that County or Society may have with respect to claims by any party other than County or Society, including, but not limited to, the defense of sovereign immunity.
22. As to the contractual relationship between Society and County, Society is and shall be considered in all things an independent contractor.
23. This contract shall not be subject to binding arbitration
24. The invalidity of any provision of this contract shall not affect the validity or enforceability of any other provision of this contract
25. The waiver of any breach of a term or condition of this contract does not waive any other breach of that term or condition or any breach of any other term or condition of this contract.

26. The parties agree that this contract shall not be construed in favor of or against any party on the basis that the party did or did not author this contract
27. This contract and any related documents and any amendments hereto or thereto may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
28. Before the commencement of services under this contract, Society shall submit written evidence that Society and all subcontractors of Society, if any, have obtained for the period of this contract full Comprehensive General Liability Insurance coverage. Such written evidence shall be in the form of a Certificate of Insurance executed by Society's insurance carrier showing such policies in force for the period of this contract or by furnishing a copy of the actual policy or policies. The minimum amount of the required General Liability Insurance coverage shall be not less than Two Hundred Fifty Thousand Dollars (\$250,000) for damages arising out of bodily or personal injury, sickness or disease, or death of one person and subject to the same limit for each person in an amount not less than Five Hundred Thousand Dollars (\$500,000) in any one occurrence and property damage in an amount not less than One Hundred Thousand Dollars (\$100,000) for all single combined damages arising out of injury to or destruction of property of others in any one occurrence with an aggregate limit in the same amount. This agreement is subject to County's approval of Society's certificate of liability insurance.
29. Before the commencement of services under this contract, Society shall provide to County a certificate of insurance indicating that Society has obtained workers' compensation coverage in accordance with the laws of this state. By signing this contract or providing or causing to be provided a certificate of coverage, Society is representing to County that all employees of Society who will provide any of the services required of Society in this contract will be covered by workers' compensation coverage for the duration of this contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Workers' Compensation Commission's Division of Self-Insurance Regulation.

IN WITNESS WHEREOF, the said County and the said Society have hereunder caused their respective corporate names and seal to be hereunto subscribed

and affixed by their respective officers first there unto duly authorized in duplicate original copies as of the 31 day of OCTOBER, 2005.

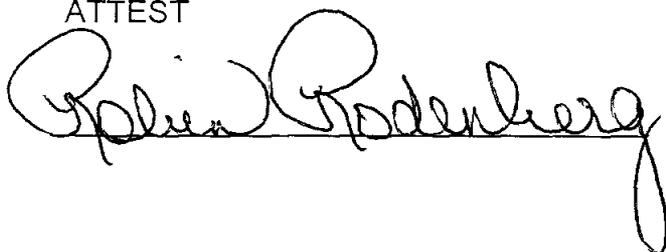
COUNTY OF UPSHUR, TEXAS

  
By Dean Fowler, County Judge

THE HUMANE SOCIETY OF GREGG COUNTY, TEXAS

\_\_\_\_\_  
By: Lee B. Pigeon, Sr  
President, Humane Society of Gregg County  
Board of Directors

ATTEST

  
\_\_\_\_\_  
Robin Rodenberg

ATTEST

\_\_\_\_\_  
By: John Spitler  
Treasurer

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
2005 OCT 31 P 5:06  
UPSHER COUNTY, TX.  
CY \_\_\_\_\_  
TOWN

UPSHUR COUNTY

## ACCOUNTS PAYABLE SYSTEM

26 Oct 2005

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 10/14/05 thru 10/28/05

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
137164-APCA	10/14/05	UPSHUR CO CSCD BENEFITS ACCO	\$1,040 70	\$1,040 70	CSCD STATE BENEFITS
137165-APCA	10/14/05	UPSHUR CO CSCD BENEFITS ACCO	\$26 30	\$26 30	CSCD STATE LIFE INSURANCE
137166-APCA	10/14/05	NATIONWIDE RETIREMENT	\$112 21	\$112 21	ENTITY#52039 PAYROLL DEDUCTIONS
137169-APCA	10/14/05	GASA	\$1,848 35	\$1,848 35	125 PLAN MEDICAL SPENDING ACCOUNT
137170-APCA	10/14/05	GASA	\$208 00	\$208 00	125 CHILD CARE EXPENSES
137171-APCA	10/14/05	UPSHUR COUNTY IRC/125	\$314 43	\$314 43	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
137172-APCA	10/14/05	UPSHUR COUNTY IRC/125	\$184 65	\$184 65	125/AFLAC PAYROLL DEDUCTION
137173-APCA	10/14/05	UPSHUR COUNTY IRC/125	\$82 23	\$82 23	125/AMERICAN HERITAGE PAYROLL DEDUCTION
137174-APCA	10/14/05	UPSHUR COUNTY IRC/125	\$167 85	\$167 85	125/TRANSPORT LIFE PAYROLL DEDUCTION
137175-APCA	10/14/05	UPSHUR COUNTY IRC/125	\$245 58	\$245 58	125/CENTRAL UNITED PAYROLL DEDUCTION
137176-APCA	10/14/05	UPSHUR COUNTY IRC/125	\$5,331 38	\$5,331 38	125 DEPENDENT INS PREMIUMS/PAYROLL
137178-APCA	10/14/05	ATTORNEY GENERAL OF TEXAS	\$149 00	\$149 00	HARRY CROCKETT #9B302DR
137179-APCA	10/14/05	UPSHUR COUNTY INSURANCE ACCO	\$854 64	\$854 64	DEPENDENT INS PREMIUMS/PAYROLL
137180-APCA	10/14/05	TXCSDU	\$88 00	\$88 00	N005932949/STANLEY
137181-APCA	10/14/05	TXCSDU	\$300 00	\$300 00	#96-291-DR 451-96-7891
137182-APCA	10/14/05	TXCSDU	\$181 13	\$181 13	JUSTIN DAVIDSON #510-03
137183-APCA	10/14/05	OFFICE OF THE ATTORNEY GENER	\$188 16	\$188 16	AG#0009263676, AG#0009753159
137184-APCA	10/14/05	OFFICE OF THE ATTORNEY GENER	\$112 50	\$112 50	MITCHAEAL JONES
137185-APCA	10/14/05	TEXAS CHILD SUPPORT DISBURSE	\$150 00	\$150 00	JAMES PAGE
137186-APCA	10/14/05	OFFICE OF THE ATTORNEY GENER	\$112 50	\$112 50	MITCHAEAL JONES
137187-APCA	10/14/05	TXCSDU	\$20 00	\$20 00	ANDREW MULLINS
137188-APCA	10/14/05	TXCSDU	\$85 50	\$85 50	LARRY SEWELL
137189-APCA	10/14/05	SHARON KEMP #0539655371	\$130 00	\$130 00	EARL BECK
137190-APCA	10/14/05	STANDING CHAPTER THIRTEEN TR	\$115 00	\$115 00	CASE#04-20199 DERONDA CAIN
137191-APCA	10/14/05	STANDING CHAPTER THIRTEEN TR	\$152 50	\$152 50	CASE#02-63533 STELLA ALLEN
137192-APCA	10/14/05	STANDING CHAPTER 13 TRUSTEE	\$224 00	\$224 00	CASE#04-20500 CYNTHIA ERNST

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 Oct 2005

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 10/14/05 thru 10/28/05

PAGE 2

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
137193-APCA	10/14/05	TG	\$208 50	\$208 50	WAGE WITHHOLDING PAYMENT
137194-APCA	10/14/05	VALIC	\$430 00	\$430 00	PAYROLL DEDUCTIONS
137195-APCA	10/14/05	ABLES-LAND, INC	\$304 83	\$304 83	JP#4-OFFICE SUPPLIES
137196-APCA	10/14/05	ACCU CHEM LABORATORIES	\$258 00	\$258 00	CCP-#U985 PROFILES
137197-APCA	10/14/05	ALLIED WASTE SERVICES #070	\$783 30	\$783 30	WASTE-#30070C020542/9/30/05 BILLING
137198-APCA	10/14/05	ALLTEL	\$39 95	\$39 95	DPS-#LT39J94/9/28/05 BILLING
137199-APCA	10/14/05	AMIGUS LIBRARY SERVICES	\$483 00	\$483 00	CO LIB-BOOKS
137200-APCA	10/14/05	ANGIE KONCZAK	\$2,700 00	\$2,700 00	D A-PROFESSIONAL SERVICES 06/07/05-10/04/05
137201-APCA	10/14/05	AOS LASER SERVICE	\$75 00	\$75 00	CO JAIL-SERVICE REPAIR
137202-APCA	10/14/05	ARAMARK UNIFORM SERVICES INC	\$223 25	\$44 65	CO MAINT-#5920000 UNIFORM SERVICE 09/02/05
				\$44 65	CO MAINT-#5920000 UNIFORM SERVICES 09/09/05
				\$44 65	CO MAINT-#5920000 UNIFORM SERVICES 09/16/05
				\$44 65	CO MAINT-#5920000 UNIFORM SERVICES 09/23/05
				\$44 65	CO MAINT-#5920000 UNIFORM SERVICES 09/30/05
137203-APCA	10/14/05	ARNOLD GRIMES	\$96 39	\$96 39	JP#1-REIMBURSE 306 MI @ \$ 315-8/21-9/18/05
137204-APCA	10/14/05	ARTIS BURNEY	\$3,055 00	\$3,055 00	CO BLDG-LABOR ON PORTER BLDG
137205-APCA	10/14/05	BARRY CLARK WALLACE	\$3,850 00	\$350 00	D CT-#13,884/BRADLEY WAYNE SHIPLEY
				\$350 00	D CT-#610-02/I-I-D-T D
				\$350 00	D CT-#432-03/I-I-D-S H
				\$350 00	D CT-#696-04/I-I-D-JORDAN CHILDREN
				\$350 00	D CT-#217-05/I-I-D-CARPENTER CHILDREN
				\$350 00	D CT-#218-05/I-I-D-FERGUSON CHILDREN
				\$350 00	D CT-#323-05/I-I-D-B H
				\$350 00	D CT-#324-05/I-I-D-S W
				\$350 00	D CT-#381-05/I-I-D-A H
				\$350 00	CO CT-#29,377/JOE DON GIR
				\$350 00	CO CT-#29,800/MEAGAN A HENDERSON
137206-APCA	10/14/05	BAXTER SALES CO INC	\$1,309 83	\$570 78	CO JAIL-#101873/JANITORIAL SUPPLIES
				\$739 05	CO JAIL-#101873/JANITORIAL SUPPLIES
137207-APCA	10/14/05	BAYLOR CO APPRAISAL DISTRICT	\$8,639 91	\$8,639 91	AVAIL SCHOOL-7259-RO0038458 2005 TAXES
137208-APCA	10/14/05	BEN E KEITH FOODS	\$6,846 41	\$1,915 36	CO JAIL-#352156/ASSORTED FOODS
				\$2,501 80	CO JAIL-#352156/ASSORTED FOODS
				\$2,429 25	CO JAIL-#352156/ASSORTED FOODS
137209-APCA	10/14/05	BI-COUNTY WATER SUPPLY CORP	\$23 11	\$23 11	R&B-#3668/9/30/05 BILLING

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 Oct 2005

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 10/14/05 thru 10/28/05

PAGE 3

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
137210-APCA	10/14/05	BISHOP & BISHOP P C	\$1,400.00	\$350.00	D CT-#810-0271-I-O-D T
				\$350.00	D CT-#697-04*1
				\$350.00	D CT-#453-05/I-I-O-STENSON CHILDREN
				\$350.00	D CT-#365-05/I-I-O-FOX & LUCAS CHILDREN
137211-APCA	10/14/05	BRANDY LEE	\$17.89	\$17.89	JP#3-REIMBURSE 56.8 MI @ \$ .315
137212-APCA	10/14/05	BRIAN HILL	\$23.94	\$23.94	EXT-REIMBURSE 76 MI @ \$ .315-9/27-30/05
137213-APCA	10/14/05	BRYAN & BRYAN	\$47,931.24	\$10,836.00	R&B-ROAD OIL/12,600 GALL @ \$ .86
				\$5,418.00	R&B-ROAD OIL/6,300 GALL @ \$ .86
				\$4,045.44	R&B-ROAD OIL/4,704 GALL @ \$ .86
				\$6,321.00	R&B-ROAD OIL/7,350 GALL @ \$ .86
				\$5,418.00	R&B-ROAD OIL/6,300 GALL @ \$ .86
				\$7,224.00	R&B-ROAD OIL/8,400 GALL @ \$ .86
				\$5,056.80	R&B-140661s. ROAD OIL
				\$3,612.00	R&B-100661s. ROAD OIL
137214-APCA	10/14/05	BUCK HEAD CHEMICAL CO	\$301.00	\$301.00	CD BLDG-DRAIN LINE SOLVENT, SHIPPING
137215-APCA	10/14/05	CARD SERVICE CENTER	\$31.10	\$31.10	D A-#4707123168100590 09/15/05
137216-APCA	10/14/05	CARD SERVICE CENTER	\$169.92	\$53.27	SUP-#4707123168100384 10/03/05
				\$115.96	SUP-#4707123168100533 10/03/05
				\$68.29	SUP-#4707123129100558 10/03/05
				\$32.40	SUP-#4707123168100582 10/03/05
137217-APCA	10/14/05	CAROLYN PERRY	\$50.03	\$50.03	JP#3-REIMBURSEMILEAGE=9/30-10/10/05
137218-APCA	10/14/05	CAVENDER'S BOOT CITY	\$301.30	\$53.98	CD JAIL-(2)JEANS TIMOTHY MORRIS
				\$53.98	CD JAIL-(2)PR JEANS RICK WOLDSYN
				\$80.97	CD S-(3)Pr JEANS CALEB STRACENER
				\$26.99	CD JAIL-(1)Pr JEANS M BASKERVILLE
				\$53.98	CD JAIL-(2)Pr JEANS STANLEY JENKINS
				\$31.40	CD S-(10)HAT COVERS
137219-APCA	10/14/05	CENTER POINT PUBLISHING	\$68.88	\$68.88	CD LIB-BOOKS
137220-APCA	10/14/05	CENTERPOINT ENERGY	\$100.01	\$100.01	BANK ANNEX-#27065747/-8/16-9/15 SERVICE
137221-APCA	10/14/05	CHANE YOUNG	\$1,029.81	\$44.48	CCP-#UPSHURCC/MOWER GAS
				\$368.19	CD BLDG-148 GAL GASOLINE
				\$67.24	CD S-27 GAL GASOLINE
				\$131.17	CONST#1-51 GALS GASOLINE
				\$418.73	D A-153 GALS GASOLINE
137222-APCA	10/14/05	CHEROKEE COUNTY	\$650.00	\$325.00	CD CT-MI#32, 554/COMMIT TO RUSK
				\$325.00	CD CT-CAUSE #MI 32, 628 10/05/05
137223-APCA	10/14/05	CHEVRON USA INC	\$441.21	\$441.21	SUP&CCP-#7898789859 09/30/05

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137224-APCA	10/14/05	CITY OF GLADEWATER	\$33 64	\$33 64	JP#3-#0110115000001/-8/24-9/20/05 SERVICE
137225-APCA	10/14/05	COMMERCIAL ELECTRONICS	\$2,240 00	\$2,240 00	CO JAIL-MAINT SUPPORT 11/01/05-10.31/06
137226-APCA	10/14/05	COMPLETE BUSINESS	\$90 86	\$16 89	TREAS-#21033/-8/01-9/01/05 SERVICE
				\$26 69	CO S-#21542/-8/21-9/21/05 SERVICE
				\$21 40	EXT-#21034/-8/01-9/01/05 SERVICE
				\$12 65	CO JUDGE-#21024/-8/0109/01/05 SERVICE
				\$1 71	CO CLK-#21020/-8/01-9/01/05 SERVICE
				\$8 47	CO JUDGE-#21035/-8/01-9/01/05 SERVICE
				\$3 05	VET-#21017/-8/01-9/01/05 SERVICE
137227-APCA	10/14/05	CONROCPHILLIPS	\$179 20	\$179 20	CO S-#8/0102845/GASOLINE
137228-APCA	10/14/05	CORRECTION SOFTWARE CORP	\$1,488 00	\$1,488 00	SUP-NOV'05 PROFESSIONAL FEES
137229-APCA	10/14/05	COULTERS	\$39 15	\$39 15	CO MAINT-GAS TICKET#3209
137230-APCA	10/14/05	CROLEY FUNERAL HOME	\$320 00	\$320 00	JP#1-LINDA JEAN DAVIS/TRANSPORT TO DALLAS, POUCH
137231-APCA	10/14/05	CRYSTAL JOHNSON M.S	\$1,010 00	\$1,010 00	CCP-SEPT'05 BILLING
137232-APCA	10/14/05	DAVID A HESTER, MD	\$374 80	\$374 80	CO JAIL-#11665A667 BRODRICK JONES 08/04/05
137233-APCA	10/14/05	DEANNA DRENNAN	\$2,635 00	\$420 00	D CT-CAUSE#13,618 JEREMY NARRAMORE TRANSCRIPT
				\$2,215 00	D CT-CAUSE#13,405 MICHAEL L SCOTT (JURY SELECT&TRIAL)
137234-APCA	10/14/05	DEBBIE SATCHER	\$130 00	\$130 00	JUV. PRGE-CPI TRAINING/WYLIE, EDWARDS&DANIELS
137235-APCA	10/14/05	DEBERRY BUTANE GAS CO	\$24 00	\$24 00	R&B-2 #30 CYLINDERS
137236-APCA	10/14/05	DEPARTMENT OF STATE HEALTH S	\$186 66	\$186 66	CO CLK-#151/BIRTH CERTIFICATES
137237-APCA	10/14/05	DIAGNOSTIC CLINIC OF LONGVIEW	\$137 59	\$57 13	INDIG-PATRICIA A GIDDENS/8/23/05 MEDICAL
				\$80 46	INDIG-PATRICIA A GIDDENS/8/23/05 MEDICAL
137238-APCA	10/14/05	DIAMOND D LUBE +	\$80 00	\$23 50	CO SO-OIL CHANGE #2246
				\$23 50	CO SO-OIL CHANGE #2228
				\$33 00	CO JAIL-OIL CHANGE
137239-APCA	10/14/05	DIANA JR'S	\$75 00	\$75 00	D A-JOYCE GRIFFIN/HDT CK RESTITUTION
137240-APCA	10/14/05	DWIGHT A BRANNON	\$1,650 00	\$350 00	D CT-#217-05 CARPENTER CHILDREN 10/03/05
				\$350 00	D CT-#175-05 S.M 10/03/05
				\$350 00	D CT-#104-05 GRAHAM CHILDREN 10/03/05
				\$150 00	D CT-#697-04 A.S. 10/03/05
				\$350 00	D CT-#218-05 FERGUSON CHILDREN 10/03/05
				\$100 00	D CT-#443-04 10/06/05

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137241-APCA	10/14/05	EBSCO SUBSCRIPTION SERVICE	\$1,582.75	\$1,582.75	CO LIB-#DAS8&860-007SUBSCRIPTIONS
137242-APCA	10/14/05	ECONOMY AUTO SUPPLY INC	\$892.35	\$4.50	CO S-2 REFILLS
				\$20.80	R&B-HOSE, FITTING, FITTING
				\$667.72	R&B-VEHICLE PARTS
				\$161.39	R&B-STARTER
				\$38.24	R&B-FILTER
				\$0.30cr	CO S-WIPER REFILL, RETURN ITEM
137243-APCA	10/14/05	ELECTION SYSTEMS & SOFTWARE	\$932.49	\$932.49	CO CLK-#057387/ELECTION MATERIAL, SHIPPING
137244-APCA	10/14/05	ELLIOTT ELECTRIC SUPPLY INC	\$126.00	\$126.00	CO BLDG-FUSES
137245-APCA	10/14/05	ETEX TELEPHONE COOP INC	\$5,154.12	\$34.22	TELE COMM-#6808350/10/01/05 BILLING
				\$43.06	TELE COMM-#7626731/10/01/05 BILLING
				\$32.85	TELE COMM-#968-2941/10/01/05 BILLING
				\$23.02	R&B-#8437623/10/01/05 BILLING
				\$190.55	JP#1-#6806269/10/01/05 BILLING
				\$39.45	TELE COMM-#7345822/10/01/05 BILLING
				\$39.20	TELE COMM-#7626266/10/01/05 BILLING
				\$19.95	CO CLK-#8386226/10/01/05 BILLING
				\$4,638.64	CO BLDG-#8434000/10/01/05 BILLING
				\$33.25	JP#1-#6802279/10/01/05 BILLING
				\$39.48	CO JAIL-#6803204/10/01/05 BILLING
				\$19.95	911-#8380809/10/01/05 BILLING
				\$0.50	TAX-#8430630/10/01/05 BILLING
137246-APCA	10/14/05	ETMC FIRST PHYSICIANS CLINIC	\$335.83	\$34.94	INDIG-WALTER A SHIELDS
				\$48.52	INDIG-DIANE S. LAASTAD/9/19/05 MEDICAL
				\$174.57	INDIG-JAMISON L. TAVE/9/07/05 MEDICAL
				\$48.28	IND-#7307138-051000G TERESA M LONG
				\$29.52	INDIG-DIANE S LAASTAD/9/30/05 MEDICAL
137247-APCA	10/14/05	ETMC GILMER	\$4,437.64	\$2,231.34	CO JAIL-JEFFERY WILSON/7/24/05 MEDICAL
				\$40.04	CO JAIL-DAVID BRYANT/9/02/05 MEDICAL
				\$424.00	INDIG-JAMISON L. TAVE/9/01/05 MEDICAL
				\$684.77	INDIG-MARION D SUGGS/8/25/05 MEDICAL
				\$44.12	INDIG-DIANE S LAASTAD/9/09/05 MEDICAL
				\$702.61	CO JAIL-JUSTIN FULMER/9/07/05 MEDICAL
				\$310.76	INDIG-TERESA M LONG/9/27/05 MEDICAL
137248-APCA	10/14/05	FEDEX	\$60.32	\$60.32	CO JAIL-#171613266/SHIPMENT/HUNTSVILLE
137249-APCA	10/14/05	FREELANCE ENTERPRISES INC	\$974.25	\$974.25	DA-2006 LAW BOOKS
137250-APCA	10/14/05	GARY D GAGE	\$14.75	\$14.75	CO JAIL-REIMBURSE TURNPIKE PASSES
137251-APCA	10/14/05	GARY DON GAGE	\$51.00	\$51.00	CO JAIL-REIMBURSE/GAS(TRANSPORT PRISONER)
137252-APCA	10/14/05	GATEWAY BUSINESS	\$1,605.00	\$1,605.00	COMPUTER-ID#17675007/E-2300 GATEWAY 4500K FLAT DISPLAY MICROSOFT OFFICE

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137253-APCA	10/14/05	GILMER CABLE TV CO INC	\$11 80	\$11 80	NON DEPT-#19305/9/28/05 BILLING
137254-APCA	10/14/05	GILMER DISCOUNT TIRE	\$379 90	\$320 95	CO SO-FRONT END WORK #1204 CO S-UNIT#2245/MT. & BALANCE 2 TIRES, ALIGNMENT
137255-APCA	10/14/05	GILMER DRUG COMPANY	\$1,138 05	\$1,138 05	INDIG-PRESCRIPTIONS-8/31-9/27/05
137256-APCA	10/14/05	GILMER LUMBER COMPANY INC	\$5,022 16	\$1,208 44	CO BLDG-LUMBER FOR PORTER BLDG CO BLDGS-BUILDING MATERIALS FOR PORTER BLDG CO BLDG-DOORS FOR PORTER BLDG CO BLDG-LUMBER/MATERIALS CO BLDG-PORTER BLDG SUPPLIES CO BLDG-PORTER BLDG MATERIALS CO BLDG-PORTER BLDG SUPPLIES CO BLDGS-CONCRETE BLOCK HAYDITE 8X8Y16 CO BLDG-MATERIALS FOR PORTER BLDG CO BLDG-DOOR FOR PORTER BLDG CO BLDG-MATERIALS FOR PORTER BLDG CO BLDG-LUMBER FOR PORTER BLDG
137257-APCA	10/14/05	GLENWOOD WATER COOP	\$15 08	\$15 08	JP#1-#149/-8/25-9/30/05 SERVICE
137258-APCA	10/14/05	GOOD SHEPHERD MED CTR ACU	\$125 05	\$125 05	INDIG-WALTER SHIELDS/8/23/05 MEDICAL
137259-APCA	10/14/05	GREATAMERICA LEASING CORP	\$180 05	\$89 07	CO JUDGE-#007028757600/METER RENTAL JP#1-#0070287677000/MAILING
137260-APCA	10/14/05	GREG MANDREGER	\$786 21	\$206 23	CO EMC-E.M.C TRAVEL/MILEAGE EMC-ALLTEL PAYMENT
137261-APCA	10/14/05	GREGG COUNTY TREASURY	\$840 00	\$840 00	JUV PROB-INV#278/SHORT TERM CONTRACT 09/01-02/05
137262-APCA	10/14/05	GRIFFITH LAW FIRM P C	\$700 00	\$350 00	D CT-#13,798/RUBEN METCALF CO CT-CAUSE#28,824 JASON FORT
137263-APCA	10/14/05	GRIFFITH LAW FIRM, PC	\$700 00	\$350 00	D CT-#32,289/CRESWELL CHILDREN CO CT-CAUSE#28,762 CEDRIC JONES
137264-APCA	10/14/05	H&D HARDWARE & AUTOMOTIVE IN	\$234 73	\$11 80	CO BLDG-20 CONDUIT CO BLDG-19 CONNECTIONS CO BLDG-3 SPLITTERS CO BLDG-2 GLASSES R&B-PADLOCK R&B-HASP, LOCKS, BOLTS CO BLDG-DEXRONT27 CO BLDG-4 KEYS R&B-FILE SHARPENER/CHAIN SAW REPAIR CO BLDG-FUNNEL, 6V BATTERY CO BLDG-ELECTRIC SUPPLIES

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				\$2 98	CO BLDG-BOLBS
				\$12 49	R&B-SHANK LOCK
				\$12 49	R&B-SHANK LOCK
				\$16 40	R&B-4 BOLTS
				\$8 53	CO BLDG-TAPE
				\$1 43	CO BLDG-STD CPL
				\$6 48	CO BLDG-6 KEYS, KEY RING
				\$18 27	R&B-EQUIPMENT SUPPLIES
137265-APCA	10/14/05	HANDY MART #2	\$392.69	\$80.00	D A-PAULA BRYANT/HOT CK RESTITUTION
				\$125.00	D A-STAN HALL/HOT CK RESTITUTION
				\$49.30	D A-DYRIKA BAILEY/HOT CK RESTITUTION
				\$63.39	D A-AUTUMN FOSTER/HOT CK RESTITUTION
				\$75.00	D A-THERON HAWKINS/HOT CK RESTITUTION
137266-APCA	10/14/05	HANDY MART DIANA	\$83.07	\$83.07	D A-ERWIN WICK/HOT CK PESTITUTION
137267-APCA	10/14/05	HARRISON CO JUVENILE	\$1,950.00	\$1,950.00	JUV PROB-SEPT'05 SECURE PLACEMENT
137268-APCA	10/14/05	HART INTEPCVIC, INC	\$8,024.20	\$2,512.57	CO CLK-#58026/ESLATE DRMO UNIT, SHIPPING
				\$1,817.96	CO CLK-#14769/VOTING MATERIAL, SHIPPING
				\$365.00	CO CLK-#14769/LEDGER, SHIPPING
				\$3,328.67	CO CLK-#14769/BALLOTS, FORMATS
137269-APCA	10/14/05	HENSON AUTO SALES	\$13,750.00	\$13,750.00	R&B_2001 CHEV 3500 TRUCK #3GBKC34G81MIT1827
137270-APCA	10/14/05	HEWLETT PACKARD CORP	\$4,771.00	\$4,771.00	COMPUTER-#G28513/HP LASER JET 9050dn, TONER
137271-APCA	10/14/05	HILL'S FEED	\$109.70	\$59.75	CO BLDG-5 KILL A BUG
				\$49.95	CO BLDG-DIAZINON
137272-APCA	10/14/05	HOLMES CONCRETE PIPE	\$116.64	\$116.64	R&B-24'X15" PLASTIC CULVERT
137273-APCA	10/14/05	INGRAM BOOK CO	\$720.58	\$58.12	CO LIB-#2083975/4 BOOKS
				\$14.00	CO LIB-#2083975/1 BOOK
				\$29.62	CO LIB-#2083975/2 BOOKS
				\$28.50	CO LIB-#2083975/2 BOOKS
				\$135.55	CO LIB-#2083975/11 BOOKS
				\$29.12	CO LIB-#2083975/3 BOOKS
				\$13.97	CO LIB-#2083975/1 BOOK
				\$254.91	CO LIB-#2083975/24 BOOKS
				\$60.62	CO LIB-#2083975/6 BOOKS
				\$96.17	CO LIB-#203975/7 BOOKS
137274-APCA	10/14/05	INTEGRATED BUSINESS SYSTEMS	\$52.77	\$28.35	D A-#AL0312 2835 COPIES 09/01 TO 10/01/05
				\$24.42	D A-#AL0312 COPIES 09/01 TO 10/01/05
137275-APCA	10/14/05	IPSWITCH, INC	\$375.00	\$375.00	COMPUTER-EMAIL SMALL BUSINESS SERVICE AGREEMENT

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137277-APCA	10/14/05	JILL ANN MCCAULEY	\$4 71	\$4 71	CO JAIL-REIMBURSE/MEAL
137278-APCA	10/14/05	JOANNA HARRIS	\$86 62	\$86 62	CO TAX-REIMBURSE/375MI@ 315ea(FEB 22'05-SEPT 9'05)
137279-APCA	10/14/05	JUNE J. BARNETT	\$235 00	\$235 00	D CT-CASE#3371 10/03/05 CT.REPORTING
137280-APCA	10/14/05	KARMEN KELLEY	\$23 94	\$23 94	COMPUTER-REIMBURSE 76 MI @ \$ 315
137281-APCA	10/14/05	KILGORE COLLEGE	\$70 00	\$70 00	CO S-TUITION/L SEWELL, A TAYLOR-9/21-23/05
137282-APCA	10/14/05	KIM BASINGER, R. N. S. A. N. A.E.	\$200 00	\$200 00	CO S-#05-04735 SANE EXAM
137283-APCA	10/14/05	KIRBY RESTAURANT SUPPLY	\$157 08	\$157 08	CO JAIL-KIRBY ADS DISHWASHER SUPPLIES& SERVICE 09/15-10/12/05
137284-APCA	10/14/05	KUSTOM SIGNALS INC	\$8,500 00	\$8,500 00	CO S-#23197/RADAR HANDLING
137285-APCA	10/14/05	L & S ADMINISTRATIVE CONSULT	\$2,309 06	\$2,309 06	JUV PROB-4th QTR FY05 FEE FOR TITLE IV-E
137286-APCA	10/14/05	LAW ENFORCEMENT TARGETS INC	\$80 83	\$80 83	CO S-#3596/250 BLUE TARGETS
137287-APCA	10/14/05	LINDBARGER HEARD GOGGAN BLAI	\$16,399 50	\$16,399 50	CO TAX-AUGUST '05 DELINQUENT TAX ATTY FEES
137288-APCA	10/14/05	LOWE S CREDIT SERVICES	\$19 92	\$19 92	CO BLDG-TRASH CANS
137289-APCA	10/14/05	MATTHEW BENDER & CO INC	\$434 85	\$30 95	D A-#0C99007728 TX CRIM&TRAFF 05/06E BK ONLY
				\$5 45	JP#1-#6398307001/FRGT; TX CRIME LAW&MOTOR VEH HDBK
				\$398 45	LAW LIB-#1100082063 FED RULES CIT CUM SUP
137290-APCA	10/14/05	MEDICAL IMAGING CONSULTANTS	\$27 28	\$27 28	INDIG-WALTER SHIELDS/8/23/05 MEDICAL
137291-APCA	10/14/05	MICHAEL MARTIN ATTY	\$4,200 00	\$350 00	D CT-#365-05/1-I-D-FOX LUCAS CHILDREN
				\$350 00	D CT-#432-03/1-I-D-S.H.
				\$350 00	D CT-#602-04/1-I-D-B.M. & N.A.
				\$350 00	D CT-#496-04/1-I-D-JORDAN CHILDREN
				\$350 00	D CT-#104-05/1-I-D-B.G.Z.G.
				\$350 00	D CT-#175-05/1-I-D-S.M.
				\$350 00	D CT-#218-05/1-I-D-FERGUSON CHILDREN
				\$350 00	D CT-#323-05/1-I-D-B.C.H.
				\$350 00	D CT-#324-05/1-I-D-S.W.
				\$350 00	D CT-#453-05/1-I-D-STENSON CHILDREN
				\$350 00	D CT-#454-05/1-I-D-C.L.
				\$350 00	CO CT-#29,816/JAMES LEE ATCHISON
137292-APCA	10/14/05	MICHEAL L. SMITH, TAX ASSESSO	\$76 80	\$76 80	D A-YOLUNDA IVERY/HOT CK RESTITUTION
137293-APCA	10/14/05	MIKE CRAIG FORD MERCURY	\$14 40	\$14 40	R&B-D-RING

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				\$216 16	CO JAIL-#3529/BREAD
				\$198 24	CO JAIL-#3529/BREAD
137295-APCA	10/14/05	MUSIC MOUNTAIN WATER CO	\$84.05	\$29.33 \$13.34 \$41.38	Co tax-#18700100 09/30/05 D A-#80109100 09/30/05 BILLING D. A-#18928400 09/30/05 BILLING
137296-APCA	10/14/05	MYRA HARRIS	\$104 00	\$104 00	CO TREAS-PER DIEM/4days@#26 00ea(57th CTAT CONF 10/17-20/05
137297-APCA	10/14/05	NATIONAL COLLEGE OF DISTRICT	\$500.00	\$500.00	D A-REGIST/MIKE FETTER, DA(DEC. 4-B'05 SEMINAR@SAN ANTONIO)
137298-APCA	10/14/05	NEWSOM'S GROCERY	\$96 44	\$96 44	D A-KIM MCCAIN/HOT CK RESTITUTION
137299-APCA	10/14/05	NIKKI NORTON	\$200.00	\$200.00	CO S-#05-04900 SANE EXAM 09/16/05
137300-APCA	10/14/05	NDRTRAX EQUIPMENT COMPANY SO	\$9.63	\$9.63	R&B-#654/KIT
137301-APCA	10/14/05	D W LOYD II	\$350 00	\$350 00	D CT-#13,463/THOMAS ERIC WILLIAMS
137302-APCA	10/14/05	DRE CITY HOME & AUTO INC.	\$19 99	\$19 99	R&B-SPRAYER
137303-APCA	10/14/05	PATRICIA HARRISON	\$990.00	\$235 00 \$235 00 \$285 00 \$235 00	CO CT-COURT REPORTING 9/28/05 D CT-COURT REPORTING 10/04/05 D CT-COURT REPORTING 10/05/05 D CT-COURT REPORTING 10/07/05
137304-APCA	10/14/05	PAUL BANNER	\$24 16	\$24 16	D CT-VISITING JUDGE/9/16/05
137305-APCA	10/14/05	PRITCHETT WATER SUPPLY CORP	\$49 68	\$20 35 \$29 33	R&B-#1014377-8/18-9/13/05 SERVICE R&B-#100412/-8/17-9/14/05 SERVICE
137306-APCA	10/14/05	PROFESSIONAL TECHNICAL ASSIS	\$1,781 00	\$60 00 \$78 00 \$1,643 00	COMM CT-NICAD CO JAIL-#PTT BOBT R&B-INSTALL 3 RADIOS
137307-APCA	10/14/05	QUILL CORPORATION	\$2,887 33	\$291 46 \$1,695 07 \$120 84 \$539.98 \$219 99 \$19 99	TREAS-#857133/OFFICE SUPPLIES COMPUTER-NHP 2550LN CLR LJ PRINTER COMPUTER-#857133 HP PSC1315 ALL-IN-ONE PRINTER COMPUTER-#857133 VIEWSONIC 17" LCD MONITOR COMPUTER-#857133/250GB EXTERNAL HARD DRIVE(ETCOG REIMBURSEMENT) COMPUTER-#1515913 10ft USB CABLE A/B
137308-APCA	10/14/05	R & W PAINT&BODY	\$187 00	\$187 00	CO S-UNIT#2246/REPLACE WINDOW
137309-APCA	10/14/05	ROBERT BENNETT & ASSOC	\$1,050 00	\$350 00 \$350 00	D CT-#602-04/I-I-O-N A & B M D CT-I-I-O-STRICKLAND CHILDREN

UPSHUR COUNTY

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THE SOFTWARE GROUP, INC

Disbursements Made from 10/14/05 thru 10/28/05

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
137310-APCA	10/14/05	ROBERT BENNETT & ASSOC	\$350 00	\$350 00	D CT-#28-99 GAGE CHILDREN 10/03/05
137311-APCA	10/14/05	ROMCO EQUIPMENT CO	\$2,133 33	\$3,200 00	R&B-CONTRACT L-3453 ROLER VIBRATORY 09/21/05-10/18/05 R&B-RENTAL L-3453/OCT 1-18'05 CREDITED
137312-APCA	10/14/05	SAM'S CLUB	\$180 00	\$120 00 \$60 00	SUP-#3412455/56668 RENEWAL CO S-#3410352260954/MEMBERSHIP RENEWAL
137313-APCA	10/14/05	SANDRA EDWARDS	\$419 19	\$419 19	JUV PROB-REIMBURSE/848mie. 405ea MEALS 09/15-20/05
137314-APCA	10/14/05	SANDRA KING	\$36 00	\$36 00	CO CLK-REGIST/2 PERSONS
137315-APCA	10/14/05	SANDY LIVENGOOD	\$700 00	\$350 00	D CT-#639-04/STRICKLAND CHILDREN D CT-#602-04/I-I-O-B M & N A
137316-APCA	10/14/05	SARAH S WHITE	\$1,050 00	\$350 00 \$350 00 \$350 00	D CT-#104-05/I-I-O-B G ; Z 3 D CT-#175-05/I-I-O-S M D CT-#453-05/I-I-O-STENSON CHILDREN
137317-APCA	10/14/05	SAV-ON OFFICE SUPPLY INC	\$1,610.94	\$33.75 \$25.52 \$6.87 \$16.99 \$17.97 \$150.63 \$14.58 \$14.99 \$138.73 \$12.99 \$8.99 \$266.89 \$38.96 \$343.29 \$17.07 \$4.95 \$9.88 \$452.88 \$19.28 \$15.73	CO CLK-OFFICE SUPPLIES TREAS-OFFICE SUPPLIES CO TAX-RUBER STAMP INK CO CLK-LABELS CO CLK-PAPER CO JAIL-PAPER/ENVELOPES JP#1-CORD COVER EXT-LAMINATE PBUCH CO S-OFFICE SUPPLIES EXT-PAPER EXT-OFFICE SUPPLIES CO JAIL-COMPUTER PAPER CO CLK-CARTRIDGE PAPER CO CLK-OFFICE SUPPLIES CO CLK-ENVELOPES CO TAX-RUBER STAMP TREAS-OFFICE SUPPLIES D CLK-OFFICE SUPPLIES CO ADD-ENVELOPES SUPER GLUE EXT-OFFICE SUPPLIES
137318-APCA	10/14/05	SBC	\$180 77	\$180 77	SUP&ADULT-#9036657013 09/15/05
137319-APCA	10/14/05	SCOTT'S CUSTOM TINT&TRUCK	\$315 95	\$315 95	CO S-UNIT#1211/BED MAT, TOOL BOY
137320-APCA	10/14/05	SHANE JACKSON LPC	\$700 00	\$700 00	CCP-SEPT'05 BILLING/COUNSELING
137321-APCA	10/14/05	SHARON WATER SUPPLY CORP	\$27 33	\$27 33	R&B-#070053000/-8/15-9/14/05 SERVICE

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					TA LEVEL 3 REVIEW&EXAM
137323-APCA	10/14/05	SHIRLEY C FORE	\$470 00	\$235 00	CO CT-COURT REPORTING 9/29/05
				\$235 00	CO CT-CT REPORTING 10/03/05
137324-APCA	10/14/05	SKINNER S RADIATOR	\$195 00	\$195 00	D. A-PAUL HUGHES, JR. /HOT CK RESTITUTION
137325-APCA	10/14/05	SMITH OIL COMPANY	\$589 00	\$438 00	R&B-TRUCK BATTERIES, BATTERY FEES, GAS CANS, FLASH LIGHTS W/BATTERIES, 5 GAL PAILS/LIDS
				\$151 00	R&B-24 CANS OIL, GREASE, 40LB OIL DRIES, SHOP TOWELS, HAND CLEANER
137326-APCA	10/14/05	SOUTHWESTERN ELECTRIC POWER	\$9,439 53	\$108 76	ST LIGHTS-#968580000017-8/29-9/28/05 SERVICE
				\$2,400 84	CO BLDG-#96989100001/-8/30-9/29/05 SERVICE
				\$46 16	CO BLDG-#96369100001/-8/30-9/29/05 SERVICE
				\$73 51	REC BLDG-#96698836200 09/08/05-10/06/05
				\$234 41	911-#96318336201 09/08/05-10/06/05
				\$5,848 09	J. CTR-#96612436202 09/08/05-10/06/05
				\$727 76	CO TAX-#96508836200 10/06/05
137327-APCA	10/14/05	T M LUMBER CO INC	\$1,398 10	\$1,398 10	CO BLDG-PORTER BLDG MATERIALS
137328-APCA	10/14/05	TAX ASSESSOR COLLECTOR SEMIN	\$345 00	\$345 00	CO TAX-REGIST/M SMITH, S. LAMINACK, B. HILL
137329-APCA	10/14/05	TEFTELLER & PELAIA	\$2,800 00	\$350 00	D CT-#602-0471-I-I-D-MENEFEE & AKINS CHILDREN
				\$350 00	D CT-#639-04/I-I-D-STRICKLAND CHILDREN
				\$350 00	D CT-#696-04/I-I-D-JORDAN CHILDREN
				\$350 00	D CT-#217-05/I-I-D-CARPENTER CHILDREN
				\$350 00	D CT-#323-05/I-I-D-B. H.
				\$350 00	D CT-#381-05/I-I-D-A. H.
				\$350 00	D CT-#453-05/I-I-D-STENSON CHILDREN
				\$350 00	D CT-#454-05/I-I-D-C L
137330-APCA	10/14/05	TELEDUCH CORPORATION	\$371 13	\$341 16	CO S-#3062303 OCT 05 PAGER RENTAL
				\$29 97	D. CT-#57503471 10/01/05
137331-APCA	10/14/05	TEXAS DEPARTMENT OF TRANSPOR	\$35,732 79	\$35,732 79	R O W-RCSJ 0392-02-0508019-1-60/US 259 FROM S OF FM450 TP GREGG CO LINE
137332-APCA	10/14/05	TEXAS PARKS & WILDLIFE	\$45 05	\$45 05	JP#3-CAUSE#CRO5-027J3 ANTHONY BEASLEY
137333-APCA	10/14/05	TEXAS PHONE WORKS	\$150 00	\$150 00	CO BLDG-SIGNS
137334-APCA	10/14/05	TEXAS STATE UNIVERSITY/SAN M	\$25 00	\$25 00	JP#1-REGIST&OVERHEAD ASSESSMENT/LAURA LEE NORRED, CLERK 11/07-09/05
137335-APCA	10/14/05	TEXAS STATE UNIVERSITY/SAN M	\$25 00	\$25 00	JP#3-REGIST&OVERHEAD ASSESSMENT/BRANDY LEE
137336-APCA	10/14/05	THE GILMER MIRROR	\$326 00	\$15 50	COMM CT-PUBLIC NOTICE
				\$17 25	COMM CT-ADVERTISING
				\$193 25	COMM CT-PRINTING PHOTOCOPIES

UPSHUR COUNTY

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Checking Account(s) APCA FNB INS FNB 125

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$123 00	CO JAIL-RADIO LOGS
				\$68 65	CO JAIL-LOCATOR CARDS
137337-APCA	10/14/05	THE LIBRARY STORE INC	\$31.96	\$31.96	CO LIB-#20292/OFFICE SUPPLIES
137338-APCA	10/14/05	THE MCKENZIE CLINIC, P A	\$220 00	\$220.00	CCP-UPS00000 08/31/05,09/06/05
137339-APCA	10/14/05	THE SOFTWARE GROUP INC	\$21,830 00	\$650 00	D CLK-#67/IMAGING MANAG-10/01-12/31/05
				\$807 00	AUD-#63/BUDGET ACCT -10/01-12/31/05
				\$351 00	AUD-#63/FIXED ASSETS-10/01-12/31/05
				\$540 00	AUD-#63-PURCH MOD -10/01-12/31/05
				\$410 00	DATA PROC-#1745/-10/01-12/31/05
				\$1,155 00	CO CLK-#68/CRIM CASE-10/01-12/31/05
				\$1,194 00	CO CLK-#68/CIVIL CASE-10/01-12/31/05
				\$771 00	CO CLK-#68/INST INDEX-10/01-12/31/05
				\$706 25	JP#1-#1531/J P CLIENT-10/01-12/31/05
				\$706 25	JP#2-#708/J, P GLIENT-10/01-12/31/05
				\$706 25	JP#3-J, P. CLIENT-10/01-12/31/05
				\$706 25	JP#4#707/J P CLIENT-10/01-12/31/05
				\$229 00	D A-#69/COURT ADMIN -10/01-12/31/05
				\$345 00	D A-#69/CRIM CASE-10/01-12/31/05
				\$909 00	D A-#69/HOT. CK. MOD. -10/01-12/31/05
				\$1,155 00	D. CLK-#67/CRIM CASE-10/01-12/31/05
				\$637 00	D. CLK-#67-CHILD SUPPORT-10/01-12/31/05
				\$1,194 00	D CLK-#67/CIVIL CASE-10/01-12/31/05
				\$408 00	D CLK-#67/JURY CLIENT-10/01-12/31/05
				\$405 00	CO S-#1175/ABLEMUGS MUGSHOTS-10/01-12/31/05
				\$188 00	CO S-#1175/CRIM JUSTICE-10/01-12/31/05
				\$2,737 00	CO S-#1175/SHERIFF CLIENT-10/01-12/31/05
				\$2,777 00	TAX-#65/AUTOMATED TAX-10/01-12/31/05
				\$683 00	TREAS-#72/ACCTS PAYABLE-10/01-12/31/05
				\$402 00	TREAS-#72/BANK RECON -10/01-12/31/05
				\$776 00	TREAS-#72/PAYROLL CLIENT-10/01-12/31/05
				\$282 00	TREAS-#72/TREAS. REV -10/01-12/31/05
137340-APCA	10/14/05	TIM CONE	\$700.00	\$350.00	D CT-#J-12-05 L.H. 10/04/05
				\$350.00	D CT-CAUSE#13,862 GEORGE CROSS
137341-APCA	10/14/05	TX STATE UNIVERSITY/SAN MARC	\$25 00	\$25 00	JP#4-REGIST&OVERHEAD ASSESSMENT/W V RAY, JP#4
137342-APCA	10/14/05	TYLER UNIFORM CO INC	\$90 03	\$90.03	CO JAIL-#UPS2010/2 SHIRTS, 4TIES
137343-APCA	10/14/05	UNIVERSAL TIME EQUIPMENT COM	\$256 00	\$256 00	CO CLK-UCC0001/REPAIR RAPIDPRINT #408003 TIME STAMP
137344-APCA	10/14/05	UPSHUR COUNTY LITERACY PROGR	\$1,875 00	\$1,875 00	LITERACY-1st QTR BUDGET ALLOCATION 2005-2006
137345-APCA	10/14/05	UPSHUR-RURAL ELECTRIC COOP	\$251 87	\$122 59	R&B-#49674-001/-8/18-9/20/05 SERVICE
				\$129 28	R&B-#13625-002/-8/28-9/26/05 SERVICE

UPSHUR COUNTY

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THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
137347-APCA	10/14/05	VAN ZANDT COUNTY	\$1,950 00	\$1,950 00	JUV PROB-SEPT'05 SECURE PLACEMENT
137348-APCA	10/14/05	VERIZON SOUTHWEST	\$103 73	\$9 46	CD S-#1BA2703940829/9/19/05 BILLING
				\$94 27	TAX-#8440658 011107/9722/05 BILLING
137349-APCA	10/14/05	WAL-MART COMMUNITY	\$130 28	\$130 28	CD S-#6032202010099659 09/22/05
137350-APCA	10/14/05	WALMART COMMUNITY	\$19 66	\$19 66	CD MAINT-#6032202010092402 09/22/05
137351-APCA	10/14/05	WALMART COMMUNITY BRC	\$73 97	\$30 13	TELEL COM-#6032202000945502/PHONE FOR W. DUKE
				\$43 84	JP#1-#6032202000945502/OFFICE SUPPLIES
					09/16/05
137352-APCA	10/14/05	WELLS FARGO FINANCIAL LEASIN	\$141 00	\$141 00	JUV PROB-0019003061002 10/03/05
137353-APCA	10/14/05	WEST PAYMENT CENTER	\$1,638 25	\$148 75	D A-#1000646660/TX VERNONS RULES
				\$33 00	JP#3-#1002002688/TX PENAL CODE 2006 PAMP.
				\$33 00	D CT-#1000109099 TX PENAL CODE 2006 PAMPHLET
				\$1,390 50	LAW LIB-#809791466 BOOKS&PAMPHLETS
				\$33 00	JP#1-#809790493 TX PENAL CODE 2006 PAMPHLET
137354-APCA	10/14/05	WEST SIDE FURNITURE	\$86 20	\$4 00	R&B-SHARPEN SAW CHAIN
				\$82 20	R&B-CHAINS, MOUNTS; SHOP CHARGE
137355-APCA	10/14/05	FIRST NATIONAL BANK	\$242,459 01	\$242,459 01	CD#36870(AVAIL)PURCHASED@3 10%(17days)TO MATURE 10/31/05
137356-APCA	10/14/05	FIRST NATIONAL BANK GILMER	\$825,000 00	\$825,000 00	CD#36871 PURCHASED@3 10%(17days)TO MATURE 10/31/05
137451-APCA	10/14/05	FIRST NATIONAL BANK GILMER	\$34,695 64	\$34,695 64	FICA, MEDICARE PAYROLL DEDUCTIONS
137452-APCA	10/14/05	FIRST NATIONAL BANK GILMER	\$17,334 02	\$17,334 02	WITHHOLDING PAYROLL DEDUCTIONS
137453-APCA	10/17/05	FOOD FAST HOLDINGS	\$38 02	\$38 02	JP#3-SHARONDA JONES HOT CK RESTITUTION&MERCHANT FEE
137456-APCA	10/17/05	TWO RIVERS	\$200 79	\$200 79	JP#3-SHARONDA JONES HOT CK RESTITUTION&MERCHANT FEE
137457-APCA	10/27/05	BRYAN & BRYAN	\$16,073 40	\$4,695 60	R&B-130661s ROAD OIL
				\$6,321 00	R&B-175661s ROAD OIL
				\$5,056 80	R&B-140661s ROAD OIL
137458-APCA	10/27/05	FIRST NATIONAL BANK GILMER	\$811,250 71	\$811,250 71	CD#36889(TOBACCO)PURCHASED@3 71%(112days)TO MATURE 02/16/06

Total for APCA - Accounts Payable Clearing Account \$2,240,637 07

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UPSHUR COUNTY

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

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Disbursements Made from 10/14/05 thru 10/28/05

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THE SOFTWARE GROUP, INC

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1882-FNB 125	10/14/05	UPSHUR CO OPERATING ACCOUNT	\$994.74	\$994.74	10/14/05 CANCER, HEART/STROKE PREMIUMS FROM IRC/125
1883-FNB 125	10/14/05	UPSHUR COUNTY INSURANCE ACCO	\$5,331.38	\$5,331.38	10/14/05 DEPENDENT INS PREMIUMS FROM IRC/125
Total for FNB 125 - IRC/125 PLAN			\$6,326.12		

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1495-FNB INS	10/14/05	GROUP ADMINISTRATORS-SAN ANT	\$39,756.16	\$39,756.16	GROUP#908400 10/13/05 CLAIMS

Total for FNB INS - INSURANCE \$39,756.16

Grand Total \$2,286,719.35

199 records listed

*Dean Fowler*  
County Judge, Dean Fowler

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

*James Crittenden*  
Commissioner Pct#1, James Crittenden

*Gary Drennan*  
Commissioner Pct#4, Gary Drennan

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

FILED  
ROBIN RODENBERG  
COUNTY CLERK  
2005 OCT 31 P 5 01  
UPSHUR COUNTY, TX.  
DEPUTY

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
137357-APCA	Ms. UPSHUR COUNTY TX CRIME VI CTIMS	UPSHUR COUNTY TX CRIME VICTIMS	CRIME	10/14/2005	\$60.00		115
137358-APCA	Mr. DAVID ALAN STEVENSON	DAVID ALAN STEVENSON	204566	10/14/2005	\$10.00		115
137359-APCA	Ms. DEBRA ANN KIRBY	DEBRA ANN KIRBY	164265	10/14/2005	\$10.00		115
137360-APCA	Ms. TINA SUE CRUTCHER	TINA SUE CRUTCHER	208439	10/14/2005	\$10.00		115
137361-APCA	Ms. DEISHA DAWN TREADWELL	DEISHA DAWN TREADWELL	205625	10/14/2005	\$10.00		115
137362-APCA	Ms. LAMONA MELINDA SMITH	LAMONA MELINDA SMITH	160424	10/14/2005	\$10.00		115
137363-APCA	Ms. SHANNON MARIE FOSTER	SHANNON MARIE FOSTER	221378	10/14/2005	\$10.00		115
137364-APCA	Ms. DORIS LENNON	DORIS LENNON	173033	10/14/2005	\$10.00		115
137365-APCA	Mr. SHANE MICHAEL JOHNSON	SHANE MICHAEL JOHNSON	204822	10/14/2005	\$10.00		115
137366-APCA	Ms. MARYLEE HAMBE KLINKHAMMER	MARYLEE HAMBE KLINKHAMMER	193441	10/14/2005	\$10.00		115
137367-APCA	Mr. WAYNE RYMER	WAYNE RYMER	204953	10/14/2005	\$10.00		115
137368-APCA	Mr. MELVIN PHILLIP HOELSCHER	MELVIN PHILLIP HOELSCHER	189676	10/14/2005	\$10.00		115
137369-APCA	Ms. SHIRLEY A REYNOLDS	SHIRLEY A REYNOLDS	8183	10/14/2005	\$10.00		115
137370-APCA	Ms. CAROLYN DOWNS	CAROLYN DOWNS	13082	10/14/2005	\$30.00		115
137371-APCA	Ms. LUCILLE COOKS FLUELLEN	LUCILLE COOKS FLUELLEN	204497	10/14/2005	\$10.00		115
137372-APCA	Ms. SHENNEA SHUNTA WATERS	SHENNEA SHUNTA WATERS	194519	10/14/2005	\$10.00		115
137373-APCA	Ms. SUSAN KAY ROSS	SUSAN KAY ROSS	217556	10/14/2005	\$30.00		115
137374-APCA	Mr. RICKY ROBERT FREEMAN	RICKY ROBERT FREEMAN	203891	10/14/2005	\$10.00		115
137375-APCA	Ms. MARILYN SUE PETTY	MARILYN SUE PETTY	165874	10/14/2005	\$10.00		115
137376-APCA	Ms. LAURA MAE DYESS	LAURA MAE DYESS	191897	10/14/2005	\$10.00		115
137377-APCA	Ms. SHELLI K SMITH	SHELLI K SMITH	220017	10/14/2005	\$10.00		115
137378-APCA	Mr. PATRICK MICHEAL TRACY	PATRICK MICHEAL TRACY	206608	10/14/2005	\$10.00		115
137379-APCA	Mr. ROSWELL CURTIS DOWNER	ROSWELL CURTIS DOWNER	190133	10/14/2005	\$10.00		115
137380-APCA	Ms. CATHY ANN BOLIN	CATHY ANN BOLIN	192807	10/14/2005	\$10.00		115
137381-APCA	Ms. LETITIA MICHELLE BLACKSTO	LETITIA MICHELLE	218207	10/14/2005	\$10.00		115

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
	NE	BLACKSTONE					
137382-APCA	Mr. DERELL GENE ELSE	DERELL GENE ELSE	168660	10/14/2005	\$10 00	115	
137383-APCA	Mr. SHANE D CLARK	SHANE D CLARK	172305	10/14/2005	\$10 00	115	
137384-APCA	Mr. RONALD DAVID HENSINGER	RONALD DAVID HENSINGER	222063	10/14/2005	\$10 00	115	
137385-APCA	Mr. RICHARD FLOYD COLE	RICHARD FLOYD COLE	166490	10/14/2005	\$10 00	115	
137386-APCA	Ms. KATHY PATE	KATHY PATE	210959	10/14/2005	\$10 00	115	
137387-APCA	Ms. BRENDA GORMAN MURRELL	BRENDA GORMAN MURRELL	163905	10/14/2005	\$10 00	115	
137388-APCA	Mr. PETER ALLEN KEPPARD	PETER ALLEN KEPPARD	205299	10/14/2005	\$10 00	115	
137389-APCA	Mr. HOWARD D FITZGERALD	HOWARD D. FITZGERALD	206358	10/14/2005	\$30 00	115	
137390-APCA	Ms. MARY ANN ANDREWS	MARY ANN ANDREWS	2915	10/14/2005	\$10 00	115	
137391-APCA	Mr. JAMES CARTER KNABENSHUE	JAMES CARTER KNABENSHUE	161078	10/14/2005	\$10 00	115	
137392-APCA	Mr. CHARLES DEAN LEE	CHARLES DEAN LEE	161327	10/14/2005	\$10 00	115	
137393-APCA	Mr. MELVIN LOCKETT	MELVIN LOCKETT	155133	10/14/2005	\$10 00	115	
137394-APCA	Ms. GINA RENEE MCMILLAN	GINA RENEE MCMILLAN	207888	10/14/2005	\$10 00	115	
137395-APCA	Ms. JERRY LYNN ALLEN	JERRY LYNN ALLEN	192747	10/14/2005	\$10 00	115	
137396-APCA	Ms. JUDY M PREWITT	JUDY M PREWITT	197658	10/14/2005	\$10 00	115	
137397-APCA	Mr. JIMMY CARL RICHARDSON	JIMMY CARL RICHARDSON	146713	10/14/2005	\$10 00	115	
137398-APCA	Ms. MARGIE RUTH WRIGHT	MARGIE RUTH WRIGHT	218170	10/14/2005	\$10 00	115	
137399-APCA	Ms. CAROL A WILER	CAROL A WILER	143255	10/14/2005	\$10 00	115	
137400-APCA	Ms. JAN GREENE SAXON	JAN GREENE SAXON	153045	10/14/2005	\$10 00	115	
137401-APCA	Ms. CATHY LYNN SMITH	CATHY LYNN SMITH	156515	10/14/2005	\$10 00	115	
137402-APCA	Ms. BONNIE SANFORD	BONNIE SANFORD	146993	10/14/2005	\$10 00	115	
137403-APCA	Mr. JAMES EDWIN MOSELEY	JAMES EDWIN MOSELEY	143746	10/14/2005	\$10 00	115	
137404-APCA	Mr. JOHN ELKINS DIXON	JOHN ELKINS DIXON	201512	10/14/2005	\$10 00	115	
137405-APCA	Ms. STACI ANN MAKOWKA	STACI ANN MAKOWKA	220495	10/14/2005	\$10 00	115	
137406-APCA	Mr. STEPHEN WAYNE REST	STEPHEN WAYNE REST	195482	10/14/2005	\$10 00	115	

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
137407-APCA	Mr. RICKY LANE ALLEN	RICKY LANE ALLEN	153644	10/14/2005	\$10 00	115	
137408-APCA	Mr WILLIAM SHAWN THIBODEAUX	WILLIAM SHAWN THIBODEAUX	214257	10/14/2005	\$10 00	115	
137409-APCA	Mr. CARL THOMAS TORCHIA	CARL THOMAS TORCHIA	159569	10/14/2005	\$10 00	115	
137410-APCA	Ms. MELBA RUTH HARALSON	MELBA RUTH HARALSON	217259	10/14/2005	\$10 00	115	
137411-APCA	Ms KATHY MARIE PILKINGTON	KATHY MARIE PILKINGTON	205397	10/14/2005	\$10 00	115	
137412-APCA	Ms. JAMIE LYNN CRITTENDEN	JAMIE LYNN CRITTENDEN	158551	10/14/2005	\$10 00	115	
137413-APCA	Mr. ROBERT ALAN SMITH	ROBERT ALAN SMITH	171055	10/14/2005	\$10 00	115	
137414-APCA	Mr RANDY THOMAS DYAR	RANDY THOMAS DYAR	204453	10/14/2005	\$10 00	115	
137415-APCA	Mr. JERRY WAYNE FINCHER	JERRY WAYNE FINCHER	160124	10/14/2005	\$10 00	115	
137416-APCA	Mr THOMAS LARRY JORDAN	THOMAS LARRY JORDAN	198812	10/14/2005	\$10 00	115	
137417-APCA	Mr RANDY DALE FLEET	RANDY DALE FLEET	140168	10/14/2005	\$10 00	115	
137418-APCA	Mr. DAVID CRAIG ALDRIDGE	DAVID CRAIG ALDRIDGE	164534	10/14/2005	\$10 00	115	
137419-APCA	Ms. WENDONA GAE CORBETT	WENDONA GAE CORBETT	154406	10/14/2005	\$30 00	115	
137420-APCA	Mr ROBERT A DANIELLEY	ROBERT A DANIELLEY	197189	10/14/2005	\$10 00	115	
137421-APCA	Ms. NORSHA DELANE CONE	NORSHA DELANE CONE	167973	10/14/2005	\$10 00	115	
137422-APCA	Ms B C SELDEN	B C SELDEN	145004	10/14/2005	\$10 00	115	
137423-APCA	Mr CLYDE EDWIN MUSICK	CLYDE EDWIN MUSICK	147642	10/14/2005	\$10 00	115	
137424-APCA	Ms. LOUISE KEACH	LOUISE KEACH	160282	10/14/2005	\$10 00	115	
137425-APCA	Ms KATHY PHILLIPS	KATHY PHILLIPS	146135	10/14/2005	\$10 00	115	
137426-APCA	Ms PAMELA JEAN BRANDON	PAMELA JEAN BRANDON	165330	10/14/2005	\$10 00	115	
137427-APCA	Ms. GLADYS JEAN GUTHRIE	GLADYS JEAN GUTHRIE	169926	10/14/2005	\$10 00	115	
137428-APCA	Ms BRENDA BAINÉ LAFORCE	BRENDA BAINÉ LAFORCE	196577	10/14/2005	\$10 00	115	
137429-APCA	Ms RUTH B BARBER	RUTH B BARBER	217770	10/14/2005	\$10 00	115	
137430-APCA	Mr. DARRIN WALTER FITZGERALD	DARRIN WALTER FITZGERALD	220061	10/14/2005	\$10 00	115	
137431-APCA	Ms BOBBIE LOUISE POWELL	BOBBIE LOUISE POWELL	156134	10/14/2005	\$10 00	115	
137432-APCA	Mr TIMOTHY WAYNE MCHENRY	TIMOTHY WAYNE MCHENRY	172833	10/14/2005	\$10 00	115	

UPSHUR COUNTY

JURY SELECTION SYSTEM

14 Oct 2005

THE SOFTWARE GROUP, INC

Check Register for 10/14/05

PAGE 4

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
137433-APCA	Mr MARION LEE WILLIAMS	MARION LEE WILLIAMS	152212	10/14/2005	\$10.00	115	
137434-APCA	Mr EDDIE OBRAN HOLLINS	EDDIE OBRAN HOLLINS	212135	10/14/2005	\$10.00	115	
137435-APCA	Ms. JOHNA SUE EAST	JOHNA SUE EAST	219217	10/14/2005	\$10.00	115	
137436-APCA	Ms DIXIE JAN CANNON	DIXIE JAN CANNON	164785	10/14/2005	\$10.00	115	
137437-APCA	Mr MICHAEL EARL MCCAIN	MICHAEL EARL MCCAIN	166759	10/14/2005	\$10.00	115	
137438-APCA	Ms SHIRLEY KAY CHAMBERLAIN	SHIRLEY KAY CHAMBERLAIN	174523	10/14/2005	\$10.00	115	
137439-APCA	Mr JIMMY DALE BECKHAM	JIMMY DALE BECKHAM	203899	10/14/2005	\$10.00	115	
137440-APCA	Ms GRACE BRE ANN SPEED	GRACE BRE ANN SPEED	207075	10/14/2005	\$10.00	115	
137441-APCA	Mr RICHARD SCOTT FOWLER	RICHARD SCOTT FOWLER	192754	10/14/2005	\$10.00	115	
137442-APCA	Ms. CYNTHIA MORSE BLAND	CYNTHIA MORSE BLAND	198250	10/14/2005	\$10.00	115	
137443-APCA	Ms PAULA ELAINE CANNON	PAULA ELAINE CANNON	141276	10/14/2005	\$10.00	115	
137444-APCA	Mr. HUBERT RAY TAYLOR	HUBERT RAY TAYLOR	193160	10/14/2005	\$10.00	115	
137445-APCA	Mr. BOBBY GENE PHILIPS	BOBBY GENE PHILIPS	194357	10/14/2005	\$10.00	115	
137446-APCA	Ms JENNIFER LOU BEAN	JENNIFER LOU BEAN	167446	10/14/2005	\$10.00	115	
137447-APCA	Ms BETTY JANE WELLS	BETTY JANE WELLS	191954	10/14/2005	\$10.00	115	
137448-APCA	Mr. DAVID PAUL CALDWELL	DAVID PAUL CALDWELL	221648	10/14/2005	\$10.00	115	
137449-APCA	Mr TIMOTHY P STEGALL	TIMOTHY P STEGALL	162586	10/14/2005	\$30.00	115	
137450-APCA	Ms. MARY EATHERTON PLAYER	MARY EATHERTON PLAYER	205143	10/14/2005	\$10.00	115	

Check Amounts

\$1,090.00

94 records listed

FILED  
 ROBIN RODENBERG  
 COUNTY CLERK  
 2005 OCT 31 P 5:07  
 UPSHUR COUNTY, TX  
 BY DENNY

**ATTENDANCE SIGN-IN SHEET**  
**UPSHUR COUNTY COMMISSIONER'S COURT**

DATE: 10-31-05

1. JIM HENRY	1.	BY	UPSHUR COUNTY, TX.	2005 OCT 31 1P 5:06	FILED ROBIN RODEMBERG COUNTY CLERK
2. Jimmy Coughlin	2.				
3. Mike Kura	3.				
4. VANCE LOWRY	4.				
5. Allen Weatherford	5.				
6. Ruth Whiteside	6.				
7. Charles Daniels	7.				Bldg maint *
8. Nell Freedman	8.				present UCRSEA check
9. Penny Taylor	9.				UCRSEA
10. Mac Overton	10.				Mirror
11. Emma Allred	11.				UCRSEA
12. Glenn Evans	12.				Lanjerew News-Journal
13. James Etel	13.				Pritchett News.
14. Budget Douler	14.				
15. Susan Lee	15.				UCRSEA
16. Helen Johnson	16.				UCRSEA
17. Brenda Patterson	17.				
18. Myra Harris	18.				Gilmer
19. Linda Suel	19.				
20. Amy Gatliff	20.				Gilmer

\* upshur Cty Retired School Employees Association

ATTENDANCE SIGN-IN SHEET  
 UPSHUR COUNTY COMMISSIONER'S COURT

DATE: 10-31-05

1. Carolyn Bullock	1.
2. Babe Pennington	2.
3. Ruth Semrau	3. <del>UCRSEA</del>
4. Jewel White	4. UCRSEA
5. Yvonne Davis	5. LI
6. Phillip Williams	6. Rodewater Mirror
7.	7.
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10.	10.
11.	11.
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FILED  
 ROBIN RODENBERG  
 COUNTY CLERK  
 2005 OCT 31 P 5:06  
 UPSHUR COUNTY, TX.  
 BY \_\_\_\_\_