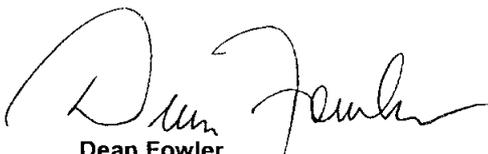


NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
FRIDAY, APRIL 28, 2006, 9:00 AM, REGULAR SESSION
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

AGENDA

- 1 Public Comment.
- 2 Consider and take action on approval of:
 - A Accept for recording all payroll changes,
 - B Payroll;
 - C Budget amendments;
 - D Accounts payable;
 - E Applications for use of Upshur County roads and rights-of-way,
 - F Accept for recording various Commissioners' Court documents including but not limited to the following: Auditor's reports; Swanson Services Corporation Commissary Service Contract; Contract for Network Audit Project with Hubbard Communications Group, Inc ,
 - G Accept for recording any and all Bonds, Oaths, Deputations and Certificates, and
 - H Accept for recording the monthly report of State and County taxes summary
- 3 Discuss and take action to approve 2006-2007 Investment Policy and Procedures for Upshur County
- 4 Hear from Regional Mobility Authority regarding organization and invitation for Upshur County to join. Discuss and take action.
- 5 Discuss and take action to approve and accept for recording Texas VINE First Amended Annual Maintenance GRANT CONTRACT Fiscal Year 2006,
- 6 Discuss and take action to approve and accept for recording Interlocal Agreement between Upshur County and incorporated Cities and Independent School Districts in the County
- 7 Discuss and take action to approve a Mutual Aid Agreement for any and all disasters in Upshur County between the County and incorporated Cities and Volunteer Fire Departments in the County
- 8 Discuss and take action regarding award of bids for Road and Bridge materials
- 9 Accept names of resident's living on PR-1198 & PR-1199 requesting two year waiting period for county to accept them into inventory for maintenance of road's
- 10 Accept for recording plat for Brookehaven Subdivision off Spiderlilly Rd & Thyme Rd.
- 11 Hear progress report on Rock Bldg from 3-31-06 Commissioner's Court meeting & discuss & take action on any further issue's.


Dean Fowler,
Upshur County Judge

COPY

UPSHUR COUNTY COMMISSIONERS COURT

APRIL 28, 2006

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

1 A. COURT HEARD PUBLIC COMMENT FROM EDITH WILSON BEISCH ON AGENDA ITEM NUMBER (11) ELEVEN.

2. A MOTION BY LLOYD CRABTREE SECONDED BY BUDDY FERGUSON TO ACCEPT FOR RECORDING ALL PAYROLL CHANGES MOTION CARRIED COPY OF PAYROLL CHANGES ATTACHED.

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

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

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

E MOTION BYBUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO APPROVE THE FOLLOWING APPLICATIONS FOR USE OF COUNTY ROADS AND RIGHT-OF WAYS·

SPECIAL ROAD USE AGREEMENT SUBMITTED BY GOLDEN LAND AND TIMBER TO HAUL ON COYLE ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY DUNLAP AND SON TO HAUL ON SARAH, BOB-WHITE AND BLUEBIRD ROADS.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY WARD TIMBER TO HAUL ON STAG ROAD

SPECIAL ROAD USE AGREEMENT SUBMITTED BY WARD TIMBER TO HAUL ON AZALEA ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY VAN DUSEN TIMBER COMPANY TO HAUL ON DAHLIA ROAD

SPECIAL ROAD USE AGREEMENT SUBMITTED BY DOUBLE R CONSTRUCTION TO HAUL ON MULBERRY ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY BATON GRAVEL AND ROCK TO HAUL ON RED MAPLE ROAD.

PERMIT APPLICATION SUBMITTED BY NANCY PRATT TO PLACE A CULVERT WITHIN THE ROW OF SCRUB PINE ROAD.

PERMIT APPLICATION SUBMITTED BY ARTHUR HILL TO PLACE A CULVERT WITHIN THE ROW OF DAYLILY ROAD.

NOTICE OF PROPOSED INSTALLATION SUBMITTED BY DIANA SPECIAL UTILITY DISTRICT TO PLACE A WATER LINE WITHIN ROW OF HAWK ROAD.

LETTER OF AGREEMENT BETWEEN UPSHUR COUNTY AND GORDON FREEMAN TO ENTER PROPERTY OWNER'S PROPERTY, HEREBY AUTHORIZING NECESSARY RIGHTS OF INGRESS, EGRESS AND REGRESS THEREFROM FOR THE PUPOSE OF DISPOSING OF CERTAIN DIRT, SILT OR OTHER BY-PRODUCTS OF RIGHT-OF-WAY DREDGING

F MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO ACCEPT FOR RECORDING THE FOLLOWING VARIOUS COMMISSIONER'S COURT DOCUMENTS : AUDITOR'S REPORTS, SWANSON SERVICES CORPORATION COMMISSARY SERVICE CONTRACT, CONTRACT FOR NETWORK AUDIT PROJECT WITH HUBBARD COMMUNICATIONS GROUP, INC. MOTION CARRIED. COPY OF DOCUMENTS ATTACHED.

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

H. MOTION BY BUDDY FERGUSON AND SECONDED BY GARY DRENNAN TO ACCEPT FOR RECORDING THE MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY MOTION CARRIED COPY OF MARCH MONTHLY REPORT ATTACHED

3 MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO APPROVE 2006-2007 INVESTMENT POLICY AND PROCEDURES FOR UPSHUR COUNTY MOTION CARRIED. COPY OF POLICY AND PROCEDURES ATTACHED

4. MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO APPROVE TO HEAR JEFF AUSTIN, III CHAIRMAN FROM NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY REGARDING ORGANIZATION AND INVITATION FOR UPSHUR COUNTY TO JOIN AFTER A LENGTHY DISCUSSION MOTION BY JAMES CRITTENDEN SECONDED BY LLOYD CRABTREE AMENDING FIRST MOTION TO JOIN NET RMA. MOTION CARRIED

5. MOTION BY BUDDY FERGUSON SECONDED BY JAMES CRITTENDEN TO APPROVE AND ACCEPT FOR RECORDING TEXAS VINE FIRST AMENDED ANNUAL MAINTENANCE GRANT CONTRACT FISCAL YEAR 2006. MOTION CARRIED. COPY OF AMENDED GRANT CONTRACT ATTACHED.

6. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE AND ACCEPT FOR RECORDING INTERLOCAL AGREEMENT BETWEEN UPSHUR COUNTY, INCORPORATED CITIES AND INDEPENDENT SCHOOL DISTRICTS IN THE COUNTY MOTION CARRIED COPY OF INTERLOCAL AGREEMENT ATTACHED.

7. MOTION BY BUDDY FERGUSON AND SECONDED BY LLOYD CRABTREE TO APPROVE A MUTUAL AID AGREEMENT FOR ANY AND ALL DISASTERS IN UPSHUR COUNTY BETWEEN THE COUNTY, INCORPORATED CITIES AND VOLUNTEER FIRE DEPARTMENTS IN THE COUNTY. MOTION CARRIED COPY OF MUTUAL AID AGREEMENT ATTACHED.

8. MOTION BY LLOYD CRABTREE SECONDED BY BUDDY FERGUSON TO OPEN BIDS FOR ROAD AND BRIDGE MATERIALS. AFTER A BRIEF DISCUSSION A MOTION BY JAMES CRITTENDEN SECONDED BY LLOYD CRABTREE TO ACCEPT BID FROM PETROLEUM TRADE CORPORATION MOTION CARRIED COPY OF BIDS ATTACHED

9. MOTION BY JAMES CRITTENDEN SECONDED BY BUDDY FERGUSON TO ACCEPT NAMES OF RESIDENTS LIVING ON PR-1198 AND PR-1199 REQUESTING TWO YEAR WAITING PERIOD FOR COUNTY TO ACCEPT THEM INTO INVENTORY FOR MAINTENANCE OF ROADS. MOTION CARRIED. COPY OF RESIDENTS NAMES ATTACHED

10. NO ACTION TAKEN ON AGENDA ITEMS CONCERNING RECORDING A PLAT FOR BROOKEHAVEN SUBDIVISION OFF SPIDERLILLY AND THYME ROADS.

11. MOTION BY JAMES CRITTENDEN FAILED FOR LACK OF SECOND TO HEAR PROGRESS REPORT ON ROCK BLDG FROM MARCH 31, 2006 COMMISSIONERS COURT MEETING.

MOTION BY LLOYD CRABTREE 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 THE MINUTES FOR RECORDING
PURPOSES ONLY.


ATTESTED BY COUNTY CLERK

The seal of the County Clerk of Santa Clara County, California, is circular with a five-pointed star in the center. The text "COUNTY CLERK" is written around the top inner edge, and "SANTA CLARA COUNTY, CALIF." is written around the bottom inner edge. The seal is partially obscured by the signature and the text "ATTESTED BY COUNTY CLERK".

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/16/06 Dept 611

Employee Jerry Wright

Social Security No _____ Emp ID# 1157

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

BY _____
 UPSHUR COUNTY, TX
 APR 28 AM 10:47
 JERRY WRIGHT

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 4 yrs / \$8⁰⁰ s/m

05/20/06 anniversary date

Authorized by _____

Approved by Bubba Henderson Date 4-18-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/16/06 Dept 611

Employee Billy Glenn

Social Security No _____ Emp ID# 418

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 5 yrs / 1%⁰⁰ slm

05/16/06 anniversary date

Authorized by _____

Approved by [Signature] Date 4-18-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/1/06 Dept 611

Employee Richard Tennison BY

Social Security No Emp ID# 1315

APR 28 11:23 AM '06
 HENNING
 TX

X	CHANGES(S)	FROM	TO
	Grade Step	DEPUTY	AM 10:47
	Rate	COMMUNITY, TX	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments 2 yrs / \$4⁰⁰ s/m

05/03/06 anniversary date

Authorized by

Approved by Bubba Henderson

Date 4-18-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-17-06 Dept 499
 Employee Donna Whitaker
 Social Security No _____ Emp ID# 224

X	CHANGES(S)	FROM	TO
	Grade Step	BY	
	Rate	5 APR 28	
	Department	UPSHUR COUNTY, TX.	UPSHUR COUNTY, TX.
	Position	DEPUTY	DEPUTY

REASON(S) FOR THE CHANGE(S)

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

Comments 2 years longevity #4 s/m

5/17/04 anniversary date

Authorized by: Michael P. Smith 4/18/06
 Approved by _____ Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 05-01-06 Dept Sheriff
 Employee Caleb Stracener
 Social Security No _____ Emp ID# 1227

X	CHANGES(S)	FROM	TO
	Grade Step	BY	APR 28 AM 10:47
	Rate		
	Department		
	Position	DEPUTY	STUBBERG

REASON(S) FOR THE CHANGE(S)

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

Comments 3 years #4 3/m
Anniversary 05/01/06

Authorized by [Signature] Date 04-18-06
 Approved by _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 05-01-06 Dept. Sheriff-Jail
 Employee Richard Woloszyn
 Social Security No. _____ Emp ID# 1290

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

REASON(S) FOR THE CHANGE(S)

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

Comments 2 years #4 3/m
Anniversary 5/01/06

Authorized by [Signature] Date 04-18-06
 Approved by _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 05-06-06 Dept. Sheriff
 Employee Wayde Davis
 Social Security No _____ Emp ID# 884

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

8 years #16 3/m

05/06/06 Anniversary

Authorized by [Signature] Date 04-18-06
 Approved by _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/1/06 Dept Dispatch/565

Employee Marc Nichols

Social Security No _____ Emp ID# 417

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 1 year # 2 3/m
Anniversary 05/02/06

Authorized by [Signature] Date 04-18-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-19-06 Dept 560/C Sheriff

Employee Randall Nered

Social Security No _____ Emp ID# 1488

X	CHANGES(S)	FROM	TO
	Grade Step	<u>16^{pl}</u>	
	Rate	<u># 1180.26</u>	
	Department		
	Position		

NEPUFF
 COUNTY, TX
 AM 10:47
 SHERIFF

REASON(S) FOR THE CHANGE(S)

X	Reason(s)	Reason(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

Justin Davidson position

Authorized by Bary Roberts Date 1-19-06

Approved by _____ Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S).

Effective Date 04/04/06 Dept 650/ Library
 Employee Audrey Brown
 Social Security No _____ Emp ID# 1483

X	CHANGES(S)	FROM	TO
	Grade Step	1,7	
	Rate	# 5.15 /HR	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

APR 28 AM 10:47
 T. F. BERG

Comments Part-time
See Pher position

Authorized by Janet Williams Date 4/25/06
 Approved by _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4/17/06 Dept 565/G. Gail
 Employee Dorothy Holman
 Social Security No _____ Emp ID# 1487

X	CHANGES(S)	FROM	TO
	Grade Step	13.5	
	Rate	\$1047.64/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

APR 28 11:10 AM '06
 HENRIGS

Comments

6 month introductory period

Believe Manes position

Authorized by

Approved by

Jill McCauley Date 4-18-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-15-06 Dept 565 Jail

Employee Dennis Warren

Social Security No _____ Emp ID# 1139

X	CHANGES(S)	FROM	TO
	Grade Step	13, 6	
	Rate	\$1060.90 5/M	\$1146.39 5/M
	Department		
	Position	Jailer	Sgt.

REASON(S) FOR THE CHANGE(S)

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

APR 28 11:47 AM '06
 HENRY
 HENRY

Comments

Promotion to Sgt.

Rich Woloszyn position

Authorized by

Approved by

Jill Mc Carley

Date 4-18-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-15-06 Dept 565/C. Jail
 Employee Rich Weloszyn
 Social Security No _____ Emp ID# 1290

X	CHANGES(S)	FROM	TO
	Grade Step		13, 10
	Rate	#1146.39 s/m	#111395 s/m
	Department		
	Position	Sgt.	Transport

REASON(S) FOR THE CHANGE(S)

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

Prisoner transport officer

New position

Authorized by

Approved by

J. D. McLanley

Date

4-18-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-15-06 Dept 565/Co. Jail
 Employee Jennifer Seward
 Social Security No _____ Emp ID# 1428

X	CHANGES(S)	FROM	TO
	Grade Step		18, 4
	Rate	\$12.00/hr	\$1233.30 sm
	Department		
	Position	Part-time Nurse	Reg. Sal Nurse

REASON(S) FOR THE CHANGE(S)

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

APR 28 AM 10:47
COUNTY TX

Comments Promoted to regular salaried employee from part time.

Authorized by _____
 Approved by: Jill McLanley Date 4-18-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4/18/06 Dept 565/C. J. Gil

Employee T. J. Miles

Social Security No _____ Emp ID# 1486

X	CHANGES(S)	FROM	TO
	Grade Step	13.5	
	Rate	#1647.64 s/m	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

X	Reason	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

APR 28 11:28 AM '06
AM ID: 47
ENTERING

Comments 6 month introductory period

Dennis Kasser position

Authorized by _____

Approved by Jill McCauley Date 4-18-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 04-12-06 Dept Co. Jail / 565

Employee Garrod Wilson

Social Security No _____ Emp ID# 1440

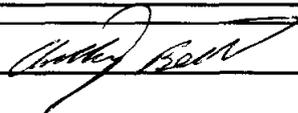
X	CHANGES(S)	FROM	TO
X	Grade Step	13,9	13,10
	Rate	\$1100.69 sm	\$1113.95 sm
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

APR 28 AM 10:47
 STRENGBERG
 FAX

Comments 6 month introductory period completed

Authorized by  Date _____

Approved by _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S).

Effective Date 4-10-06 Dept 650/Co. Library
 Employee Carla Johnson
 Social Security No _____ Emp ID# 1485

X	CHANGES(S)	FROM	TO
	Grade Step	1, 9	
	Rate	\$ 742.63/m	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

APR 28 AM 10:47
 STENBERG
 FAX

Comments 3-month introductory period
Peggy Giles position

Authorized by _____
 Approved by Ruth Amrau Date 4-17-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3/29/06 Dept 565/C. Gail
 Employee Joshua Brunner
 Social Security No _____ Emp ID# 1473

X	CHANGES(S)	FROM	TO
	Grade Step	13,5	
	Rate	#104764 s/m	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

APR 28 AM 10:47
 CLUMBERG
 MEMBER

Comments 6 month introductory period

Brady Dunn position

Authorized by _____ Date 4-26-06
 Approved by Jill McCarty

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4/15/06 Dept 565/6 Jail
 Employee Jony Brasher
 Social Security No _____ Emp ID# 1158

X	CHANGES(S)	FROM	TO
	Grade Step		13, 6
	Rate	# 1146.39 5/m	# 1060.90 5/m
	Department		
	Position	Sgt.	Jailer

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 _____

BY _____
 DEPUTY
 CLERK
 COUNTY, TX.
 APR 28 AM 10:47
 JON NBERG

Authorized by _____

Approved by Jill McLaughlin Date 4-26-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5/1/06 Dept 565/Co Jail

Employee Chad Wade

Social Security No _____ Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	#13,5	
	Rate	#1047.64 s/m	#1146.39 s/m
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments Sgt. Tony Brasher position

Authorized by _____

Approved by Jill McAnally Date 4-26-06

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
401	04/28/06	21278-PCA	1,645 43	1,645 43	DRENNAN, GARY L
401	04/28/06	21279-PCA	1,645 43	1,645 43	FERGUSON, JOE E
401	04/28/06	139961002-PC A	2,053 77	2,053 77	FOWLER JERALD DEAN
401	04/28/06	139961000-PC A	1,645 43	1,645 43	CRABTREE, LLOYD A
401	04/28/06	139961001-PC A	1,645 43	1,645 43	CRITTENDEN, JAMES L
401	04/28/06	21280-PCA	947 55	947 55	WHITESIDE, RUTH TYSON
***				9,583 04	
403	04/28/06	139961004-PC A	1,077 64	1,077 64	CAIN, DERONDA KAYE
403	04/28/06	139961005-PC A	841 46	841 46	COX, GLENDA M
403	04/28/06	139961008-PC A	932 29	932 29	SEAHORN, LORY D
403	04/28/06	21281-PCA	782 42	782 42	GIPSON, SANDEE TERESA
403	04/28/06	21282-PCA	755 90	755 90	HARRIS, JERRY LINN
403	04/28/06	139961006-PC A	321 98	321 98	RATCLIFFE, HEATHER ANN
403	04/28/06	21284-PCA	194 40	194 40	SUSTAIRE, MARGE E
403	04/28/06	139961003-PC A	550 80	550 80	BRADLEY, KEISHA N
403	04/28/06	139961009-PC A	958 29	958 29	WINCHESTER, BARBARA L
403	04/28/06	139961007-PC A	1,545 52	1,545 52	RODENBERG, ROBIN D
403	04/28/06	21283-PCA	742 63	742 63	JACKSON, STACY K
***				8,703 33	
405	04/28/06	21285-PCA	1,247 72	1,247 72	LOYD, DANNY MICHAEL
***				1,247 72	
411	04/28/06	139961010-PC A	1,155 21	1,155 21	KELLEY, KARMEN CITA
***				1,155 21	
425	04/28/06	139961011-PC A	1,324 40	1,324 40	CULBERSON, KRISTIN E
***				1,324 40	
435	04/28/06	21286-PCA	347 63	347 63	BLASINGAME, ALICE P
435	04/28/06	139961012-PC A	1,378 63	1,378 63	HENRY, KRISTI L
435	04/28/06	21287-PCA	1,994 40	1,994 40	DRENNAN, DEANNA R
435	04/28/06	21288-PCA	1,159 97	1,159 97	TEFFTTELLER, ALLEN K
***				4,880 63	

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
450	04/28/06	139961015-PC A	900 51	900 51	MARSHALL, LORING F
450	04/28/06	139961016-PC A	885 24	885 24	SMITH SUSAN K
450	04/28/06	139961013-PC A	1,545 52	1,545 52	BULLOCK, CAROLYN SUE
450	04/28/06	21293-PCA	862 72	862 72	RICHARDSON, MARGARET A
450	04/28/06	139961014-PC A	988 08	988 08	CHEVALIER, MELISSA K
450	04/28/06	21289-PCA	1,118 69	1,118 69	HENSON, TEENA
***				6,300 76	
451	04/28/06	139961019-PC A	837 46	837 46	NORRED, LAURA L
451	04/28/06	139961018-PC A	980 08	980 08	MANES, AMNA WYONE
451	04/28/06	139961017-PC A	1,133 00	1,133 00	GRIMES, ARNOLD
***				2,950 54	
452	04/28/06	139961020-PC A	881 24	881 24	GRIFFITH, MICHELE D
452	04/28/06	139961021-PC A	828 20	828 20	PEEL, KIMBERLY A
452	04/28/06	139961022-PC A	1,133 00	1,133 00	POTTER, LYLE M JR
***				2,842 44	
453	04/28/06	139961024-PC A	1,133 00	1,133 00	PERRY, CAROLYN JO
453	04/28/06	139961023-PC A	877 24	877 24	LEE, BRANDY L
***				2,010 24	
454	04/28/06	21291-PCA	953 44	953 44	JEWKES, SHERYL L
454	04/28/06	21292-PCA	1,133 00	1,133 00	RAY, WILLIAM VALTON
454	04/28/06	139961025-PC A	117 25	117 25	MOORE, JERRY A
***				2,203 69	
476	04/28/06	139961029-PC A	1,421 65	1,421 65	MCCRIVEN, TRACI LYN
476	04/28/06	139961026-PC A	2,213 53	2,213 53	CARIKER, TIMOTHY J
476	04/28/06	139961027-PC A	1,032 37	1,032 37	HARRIS, NANCY J
476	04/28/06	21294-PCA	770 03	770 03	JONES, STEPHANIE
476	04/28/06	139961031-PC A	1,666 67	1,666 67	WOOD, ROBYN K
476	04/28/06	21293-PCA	623 59	623 59	FROST, CYNTHIA JAN
476	04/28/06	139961030-PC A	1,586 28	1,586 28	WARREN, JONATHAN DAVID

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
476	04/28/06	139961028-PC A	1,282 82	1,282 82	JONES, EVELYN D
***				10,593 94	
495	04/28/06	139961032-PC A	1,131 56	1,131 56	HUTCHINS, WANDA L
495	04/28/06	139961033-PC A	1,714 31	1,714 31	LANGE, PAMELA GAY
***				2,845 87	
497	04/28/06	139961036-PC A	824 20	824 20	VICK, BRANDY R
497	04/28/06	21295-PCA	808 94	808 94	BROWN NATALIE G
497	04/28/06	139961034-PC A	1,545 52	1,545 52	HARRIS, MYRA N
497	04/28/06	139961035-PC A	1,077 64	1,077 64	TUEL, LINDA LOUISE
497	04/28/06	21296-PCA	196 16	196 16	EVANS MINA LEE
***				4,452 46	
499	04/28/06	21300-PCA	940 29	940 29	LEONARD, FONDA K
499	04/28/06	139961039-PC A	898 51	898 51	GIBSON, CARLA R
499	04/28/06	21302-PCA	896 51	896 51	NEELEY, LISA D
499	04/28/06	139961037-PC A	890 51	890 51	DAVIS, BRANDY H
499	04/28/06	139961041-PC A	904 51	904 51	JENKINS, LATICIA ANN
499	04/28/06	139961042-PC A	1,545 52	1,545 52	SMITH, MICHEAL LOYD
499	04/28/06	139961043-PC A	903 01	903 01	WHITAKER, LADONNA LEE
499	04/28/06	139961038-PC A	1,016 60	1,016 60	GENTRY, PAULA A
499	04/28/06	21298-PCA	1,010 60	1,010 60	HOWELL, LUANA GAIL
499	04/28/06	139961040-PC A	942 29	942 29	HILL, BARBARA A
499	04/28/06	21301-PCA	902 51	902 51	MCKINLEY, CHARLOTTE ELAINE
499	04/28/06	21297-PCA	900 51	900 51	HARRIS, JOANNA S
499	04/28/06	21299-PCA	1,109 64	1,109 64	LAMINACK, SHERRON H
***				12,861 01	
509	04/28/06	139961044-PC A	479 26	479 26	STILL, DORIS E
509	04/28/06	21303-PCA	1,048 38	1,048 38	RHODEN, STELLA GINA
***				1,527 64	
510	04/28/06	21306-PCA	939 46	939 46	HUDGINS, ROYCE L 2
510	04/28/06	139961045-PC A	822 20	822 20	BROWN TIMOTHY C
510	04/28/06	21304-PCA	1,151 12	1,151 12	COOK, JOHN RUBIN

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
510	04/28/06	21305-PCA	1,323 60	1,323 60	DANIELS, CHARLES D
***				4,236 38	
551	04/28/06	139961046-PC A	885 07	885 07	HARRIS, RUSSELL T
***				885 07	
552	04/28/06	139961047-PC A	885 07	885 07	ROGERS, WILLIAM A
***				885 07	
553	04/28/06	139961048-PC A	885 07	885 07	KUHN, JERRY LYNN
***				885 07	
554	04/28/06	21307-PCA	885 07	885 07	KUZA, HENRY MICHAEL II
***				885 07	
560	04/28/06	139961060-PC A	1,867 44	1,867 44	STANLEY, TIMOTHY S
560	04/28/06	21308-PCA	1,645 43	1,645 43	BETTERTON, ANTHONY S
560	04/28/06	139961057-PC A	1,201 51	1,201 51	GROSS, DON LARRY
560	04/28/06	21318-PCA	1,201 51	1,201 51	TAYLOR, ANTHONY M
560	04/28/06	21317-PCA	1,182 26	1,182 26	STRACENER, CALEB L
560	04/28/06	139961054-PC A	1,422 96	1,422 96	DICKERSON, DAVID LEE
560	04/28/06	139961059-PC A	1,367 91	1,367 91	MULLINS, ANDREW CHASE
560	04/28/06	21313-PCA	1,195 51	1,195 51	MCCAULEY, CHRISTOPHER H
560	04/28/06	139961051-PC A	1,195 51	1,195 51	CARTER, TERRY G
560	04/28/06	139961061-PC A	1,182 26	1,182 26	THOMPSON, DAVID S
560	04/28/06	21310-PCA	1,180 26	1,180 26	ELLIOTT, RONNIE SCOTT
560	04/28/06	139961055-PC A	1,365 91	1,365 91	FITZGERALD, FREDDIE R
560	04/28/06	139961050-PC A	1,193 51	1,193 51	BRUHN, JEFFERY SCOTT
560	04/28/06	21311-PCA	1,159 97	1,159 97	JENKINS, STANLEY E
560	04/28/06	139961056-PC A	1,303 08	1,303 08	FORTSON, LARRY WAYNE
560	04/28/06	21314-PCA	1,250 04	1,250 04	MURPHY, NADRA H
560	04/28/06	139961049-PC A	1,373 91	1,373 91	ALFORD, JOHN MATTHEW
560	04/28/06	21309-PCA	1,299 08	1,299 08	DECUIR, JAMES A
560	04/28/06	21319-PCA	954 29	954 29	THOMPSON, NANCY K
560	04/28/06	21312-PCA	1,173 73	1,173 73	MATTHEWS, GENEVA NELL

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
560	04/28/06	21315-PCA	1,438 96	1,438 96	ROBERTS, GARY DALE
560	04/28/06	139961052-PC A	1,213 51	1,213 51	DANIELS, JOE NATHAN
560	04/28/06	139961062-PC A	1,316 87	1,316 87	TILLERY, HIRAM D
560	04/28/06	139961058-PC A	1,328 87	1,328 87	MASSOLETTI, MARTY
560	04/28/06	21316-PCA	1,328 87	1,328 87	STEELMAN, PAUL A
560	04/28/06	139961053-PC A	1,326 87	1,326 87	DAVIS, SCOTT WAYDE II
560	04/28/06	139961063-PC A	1,379 91	1,379 91	WARREN, ROXANNE
***				35,049 94	
565	04/28/06	139961077-PC A	1,322 87	1,322 87	MCCAULEY, JILL A
565	04/28/06	21337-PCA	1,068 90	1,068 90	YOUNGBLOOD, JOHN MICHAEL
565	04/28/06	21328-PCA	1,068 90	1,068 90	MONTS, DEBRA J
565	04/28/06	139961086-PC A	1,068 90	1,068 90	WARREN, DENNIS C
565	04/28/06	21323-PCA	1,068 90	1,068 90	CHOYCE, LAWANA J
565	04/28/06	139961068-PC A	1,148 39	1,148 39	BRASHER, WILLIAM A
565	04/28/06	21331-PCA	294 96	294 96	OLLER, TRACY E
565	04/28/06	139961067-PC A	1,117 95	1,117 95	BASKERVILLE, MELANIE
565	04/28/06	139961076-PC A	1,150 39	1,150 39	HUDSPETH, RONALD T
565	04/28/06	139961081-PC A	1,062 90	1,062 90	PAGE, JAMES E
565	04/28/06	21326-PCA	1,051 64	1,051 64	GRISWOLD, JAMES B
565	04/28/06	139961065-PC A	1,237 30	1,237 30	ANDREWS, TERESA L
565	04/28/06	139961088-PC A	1,148 39	1,148 39	WOLOSZYN, RICHARD JOHN
565	04/28/06	139961072-PC A	1,060 90	1,060 90	GAGE, GARY DON
565	04/28/06	139961064-PC A	1,062 90	1,062 90	ALLEN, STELLA M
565	04/28/06	139961084-PC A	1,062 90	1,062 90	SMITH, VIVIAN M
565	04/28/06	21324-PCA	774 84	774 84	DAVIS, JAMES RODNEY
565	04/28/06	139961078-PC A	1,062 90	1,062 90	MCHENRY, ANNITA
565	04/28/06	139961075-PC A	1,062 90	1,062 90	HUBBARD, STEVEN A
565	04/28/06	139961079-PC A	1,049 64	1,049 64	MORRIS, REBEKAH A
565	04/28/06	139961085-PC A	1,049 64	1,049 64	WADE, CHAD D
565	04/28/06	139961080-PC A	1,060 90	1,060 90	NICHOLS, MARCUS ALLEN
565	04/28/06	139961070-PC A	1,060 90	1,060 90	CLARK, CHRISTOPHER J
565	04/28/06	21334-PCA	214 26	214 26	TUEL, CODY JOE

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
		A			
565	04/28/06	21333-PCA	1,060 90	1,060 90	TOWNSEND, DAVID L JR
565	04/28/06	21320-PCA	1,060 90	1,060 90	AULD, H B
565	04/28/06	21329-PCA	1,159 97	1,159 97	MORRIS, TIMOTHY P
565	04/28/06	139961087-PC	1,100 69	1,100 69	WILSON, JARROD
		A			
565	04/28/06	139961074-PC	1,047 64	1,047 64	HIGGINBOTHAM, JEREMY COLE
		A			
565	04/28/06	139961071-PC	1,047 64	1,047 64	COCK, LAURIE A
		A			
565	04/28/06	139961069-PC	1,047 64	1,047 64	CARRINGTON, STUART LEE
		A			
565	04/28/06	21325-PCA	1,047 64	1,047 64	DOYLE, JAMES PATRICK
565	04/28/06	21322-PCA	1,047 64	1,047 64	BRUNNER, JOSHUA R
565	04/28/06	21322-PCA	1,512 51	1,512 51	SANDERS, BOBBY NEAL
565	04/28/06	139961073-PC	1,271 93	1,271 93	GRISWOLD, JAMES E.
		A			
565	04/28/06	139961066-PC	1,070 90	1,070 90	BARBER, BILLIE DARLENE
		A			
565	04/28/06	21321-PCA	1,090 90	1,090 90	BEAN, ELIZABETH M
565	04/28/06	21336-PCA	878 72	878 72	WALKER, DIANE
565	04/28/06	21327-PCA	1,088 90	1,088 90	HELPENSTILL, RAY B
565	04/28/06	21330-PCA	1,141 95	1,141 95	NIELL, SHERRY L
565	04/28/06	139961082-PC	937 03	937 03	PATE, CASEY N
		A			
565	04/28/06	21335-PCA	1,162 39	1,162 39	WADE, ALAN M
***				44,972 96	
570	04/28/06	139961099-PC	2,906 50	2,906 50	MCJIMSEY, BRUCE F
		A			
570	04/28/06	139961095-PC	1,344 00	1,344 00	HODGES, RANDAL R
		A			
570	04/28/06	139961098-PC	1,533 00	1,533 00	LOFTICE, MIKKI MICHELLE
		A			
570	04/28/06	139961091-PC	700 00	700 00	DURRUM, JAMES
		A			
570	04/28/06	139961096-PC	468 00	468 00	HORNBERGER, SANDRA K
		A			
570	04/28/06	139961097-PC	1,041 12	1,041 12	HUDGINS, ROYCE L 3RD
		A			
570	04/28/06	139961089-PC	1,055 00	1,055 00	BERRY, DEBORAH DENISE
		A			
570	04/28/06	21338-PCA	2,567 50	2,567 50	RAY, JIMMY DARRELL
570	04/28/06	139961093-PC	460 00	460 00	GRANT GLENDA ANN
		A			
570	04/28/06	139961074-PC	1,345 00	1,345 00	HANCOCK, KATHRYN B
		A			
570	04/28/06	139961090-PC	2,621 25	2,621 25	BROWN CHRISTOPHER E
		A			
570	04/28/06	139961101-PC	1,835 00	1,835 00	SPIVEY, JOHN K
		A			
570	04/28/06	139961102-PC	980 00	980 00	WARREN, SHERRY L
		A			
570	04/28/06	139961092-PC	1,839 00	1,839 00	GEE, LINDA H
		A			

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
570	04/28/06	139961100-PC A	1,625 00	1,625 00	SMITH, TRACY B
***				22,320 37	
575	04/28/06	139961104-PC A	1,334 41	1,334 41	HERNDON, LORIE A
575	04/28/06	21340-PCA	1,094 88	1,094 88	HILL, JESSICA L
575	04/28/06	21339-PCA	800 00	800 00	AVEY, PONNIE L
575	04/28/06	139961106-PC A	2,121 00	2,121 00	WYLIE, MILTON J
575	04/26/06	139961103-PC A	1,421 00	1,421 00	EDWARDS, SANDRA D
575	04/28/06	139961105-PC A	1,556 00	1,556 00	SMITH, MELINDA L
***				8,327, 29	
580	04/28/06	139961107-PC A	1,065 64	1,065 64	EDGE, PAMELA S
***				1,065 64	
611	04/28/06	21345-PCA	931 03	931 03	BECK, EARNEST EARL
611	04/28/06	21364-PCA	949 55	949 55	VALENTINE, MERLE WAYNE
611	04/28/06	21366-PCA	1,027 12	1,027 12	WRIGHT, JERRY D
611	04/28/06	139961110-PC A	894 51	894 51	HOYE, EARNEST T
611	04/28/06	21367-PCA	810 94	810 94	YINGLING, GARY D
611	04/26/06	21360-PCA	812 94	812 94	TACKETT, CLIFFORD A
611	04/28/06	21345-PCA	729 37	729 37	CAMPBELL, THOMAS M JR
611	04/28/06	21344-PCA	787 38	787 38	BROWN, MARCUS A
611	04/26/06	139961108-PC A	729 37	729 37	COULTON, JAMES G
611	04/28/06	21362-PCA	797 68	797 68	TENNISON, RICHARD EARL
611	04/28/06	21351-PCA	810 94	810 94	HOLEMAN, LUTHER LYNN
611	04/28/06	21358-PCA	787 38	787 38	STEGALL, TIMOTHY PHIL
611	04/28/06	21353-PCA	714 66	714 66	JONES, MITCHAEAL S
611	04/28/06	21350-PCA	787 38	787 38	GUNN, GORDON
611	04/28/06	21361-PCA	941 55	941 55	TEFTELLER, LISA ANN
611	04/28/06	21357-PCA	1,130 69	1,130 69	SMITH, EDDIE J
611	04/28/06	21356-PCA	1,666 67	1,666 67	PENDARVIS, ABBOTT LYNN
611	04/28/06	21359-PCA	1,329 60	1,329 60	STOKER, JAMES LOUIS
611	04/28/06	21352-PCA	1,051 12	1,051 12	JEFFERY, DONALD RAY
611	04/28/06	21346-PCA	1,035 86	1,035 86	CROCKETT, HARRY JAMES
611	04/28/06	21349-PCA	949 55	949 55	GLENN, BILLY E
611	04/28/06	21348-PCA	729 37	729 37	EDWARDS, GENERAL LEE
611	04/28/06	21368-PCA	976 08	976 08	YOUNG, JOEY A
611	04/28/06	21365-PCA	964 81	964 81	WALTON, LLOYD H
611	04/28/06	21354-PCA	808 94	808 94	MCCAULEY, JAMES L

DEP	Check Date	Check Number	GROSS PAY	GROSS PAY	Issued to
611	04/28/06	21355-PCA	1,029 86	1,029 86	NELSON, WILLIAM B
611	04/28/06	139961111-PC A	1,029 86	1,029 86	RITTER, DON L
611	04/28/06	139961108-PC A	1,122 69	1,122 69	BLACKSTONE, WILLY PAT
611	04/28/06	21347-PCA	1,120 69	1,120 69	DAVIS, GARY W
611	04/28/06	21363-PCA	1,065 64	1,065 64	THOMPSON, DANNY R
611	04/28/06	21342-PCA	980 08	980 08	BARNES, MICHAEL H
611	04/28/06	21341-PCA	1,006 60	1,006 60	ALBRIGHT, GAYLE DAVID

*** 30,509 91

642	04/28/06	139961112-PC A	1,462 22	1,462 22	JOHNSON, GERALD DON
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*** 1,462 22

650	04/28/06	139961113-PC A	697 59	697 59	DAVIDSON, TINA J
650	04/28/06	139961114-PC A	1,381 83	1,381 83	SEMRAU, RUTH E
650	04/28/06	21372-PCA	36 05	36 05	WEATHERBY, STEVEN A
650	04/28/06	21369-PCA	136 48	136 48	BROWN, AUDREY RAYE
650	04/28/06	21369-PCA	-136 48	-136 48	BROWN, AUDREY RAYE
650	04/28/06	21376-PCA	136 48	136 48	BROWN, AUDREY RAYE
650	04/28/06	21370-PCA	399 83	399 83	JOHNSON, KARLA MCDONALD
650	04/28/06	21371-PCA	958 29	958 29	SMITH, EMMA JEAN
650	04/28/06	21373-PCA	945 03	945 03	WILLIAMS, JANET C

*** 4,555 10

665	04/28/06	139961115-PC A	353 64	353 64	HILL, BRIAN K
665	04/28/06	21375-PCA	353 64	353 64	WIGGINS, PAMELA ROCHELLE
665	04/28/06	21374-PCA	1,077 64	1,077 64	CAMPBELL, MARY ROSE

*** 1,784 92

233,310 93

216 records selected 216 values listed

EMPLOYEE ID & NAME	TYPE	PAY COMPONENTS		EMPLOYER - PAID CONTRIBUTIONS					
		CURR	YTD	TYPE	TXBL	AMOUNT	CURR	QTD	YTD
TOTALS -- ALL DEPARTMENTS	411	0 00	0 00	FICA	13682 73	GRSS	238,310 93	465,774 37	1821831 42
Total # of Employees	214			MDCR	3246 82	125AH	82 23	164 46	657 84
				RET	20647 81	125CC	208 00	416 00	1664 50
						125BL	252 13	504 26	1893 29
						125CD	5,530 99	11,061 98	43397 59
						125FC	184 65	369 20	1477 20
						125NF	265 93	571 86	2287 44
						125TL	156 62	313 24	1252 96
						125UN	1,790 35	3,580 70	14219 80
						CSCD/BENEF	905 82	1,811 64	7321 44
						DEFCD	77 21	154 42	617 53
						INFPF	79 27	158 54	624 16
						RET	16,095 14	32,007 27	125331 26
						VALIC	455 00	910 00	3640 00
						NET TXBL	207,256 86	413,909 24	1,618,010 50
						FED W/H	16,921 54	33,643 50	131145 88
						FICA TXBL	223,914 21	446,980 93	1747599 46
						FICA	13,882 73	27,712 90	108351 50
						MEDICARE	3,246 52	6,481 09	25340 65
						EIC	0 00	0 00	55 63
						1012	88 00	176 00	704 00
						1280	150 00	300 00	1200 00
						1395	112 50	225 00	900 00
						1395A	112 50	225 00	900 00
						1405	90 00	180 00	720 00
						CSCD/LIFE	25 54	51 08	205 08
						INSL	54 30	105 60	454 11
						INSCC	774 62	1,708 62	7951 41
						INSFC	43 12	96 24	377 56
						INENF	60 13	126 26	505 04
						OTH	149 00	298 00	1192 00
						SUP10	0 00	0 00	0 00
						SUPP9	130 00	260 00	1040 00
						TRUSTEE	115 00	230 00	920 00
						TRUSTEE/S	152 50	0 00	915 00
						TRUSTEE/S	324 00	648 00	2592 00
						TXGSLC	208 50	417 00	1668 00
						NET PAY	170,863 79	340,843 11	1330274 11

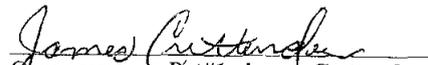
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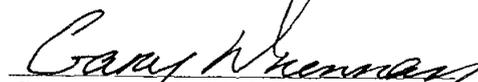
CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
140882-APC	04/28/06	LPSHUP CO CSCD BENEFITS ACCOUNT	905 82
140883-APC	04/28/06	UPSHUR CO CSCD BENEFITS ACCOUNT	25 54
140884-APC	04/28/06	NATIONWIDE RETIREMENT	77 21
140885-APC	04/28/06	FIRST NATIONAL BANK GILMER	34,259 10
140886-APC	04/28/06	FIRST NATIONAL BANK GILMER	16,921 54
140887-APC	04/28/06	GASA	1,790 35
140888-APC	04/28/06	GASA	208 00
140889-APC	04/28/06	UPSHUR COUNTY IRC 125	285 93
140890-APC	04/28/06	UPSHUR COUNTY IRC/125	184 65
140891-APC	04/28/06	UPSHUR COUNTY IRC/125	82 23
140892-APC	04/28/06	UPSHUR COUNTY IRC/125	156 62
140893-APC	04/28/06	UPSHUR COUNTY IRC/125	252 13
140894-APC	04/28/06	UPSHUR COUNTY IRC/125	5,530 99
140895-APC	04/28/06	ATTORNEY GENERAL OF TEXAS	149 00
140896-APC	04/28/06	POLICE AND FIREMEN S INS ASSOC	152 50
140897-APC	04/28/06	UPSHUR COUNTY INSURANCE ACCOUNT	774 62
140898-APC	04/28/06	TXCSDU	88 00
140899-APC	04/28/06	SHARON KEMP #0529455371	130 00
140900-APC	04/28/06	OFFICE OF THE ATTORNEY GENERAL	112 50
140901-APC	04/28/06	TEXAS CHILD SUPPORT DISBURSEMENT UNIT	150 00
140902-APC	04/28/06	OFFICE OF THE ATTORNEY GENERAL	112 50
140903-APC	04/28/06	TCSDU	90 00
140904-APC	04/28/06	TEXAS COUNTY & DISTRICT RETIREMENT SYSTE	75,199 92
140905-APC	04/28/06	STANDING CHAPTER THIRTEEN TRUSTEE	115 00
140906-APC	04/28/06	STANDING CHAPTER 13 TRUSTEE	224 00
140907-APC	04/28/06	TG	208 50
140908-APC	04/28/06	VALIC	455 00
Total for All Payments -			138,746 65
VOID	140887-APC	04/28/06 GASA	-1,790 35
VOID	140888-APC	04/28/06 GASA	- 208 00
	140909-APC	04/28/06 VERITY	1,790 35
	140910-APC	04/28/06 VERITY	208 00

138,746.65


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
COMPTROLLER
COUNTY CLERK
APR 28 AM 10:45
UPSHUR COUNTY, TX.
DEPUTY

April 28, 2006

LINE ITEM TRANSFER BUDGET AMENDMENTS

FY 2006	FROM		TO	
	Elections		County Clerk	
10-490-3040	Election materials	\$ 225 54	10-403-4520 Mileage	\$ 225 54
	Non-Departmental		Non-Departmental	
10-409-4955	Contingency	\$ 3,555 00	10-409-4175 Postmortem	\$ 3,555 00
	Elections		Maintenance	
10-490-3040	Election materials	\$ 250 00	10-510-3200 Gasoline	\$ 250 00
	County Sheriff		County Sheriff	
10-560-5500	Vehicles	\$ 2,279 32	10-560-3010 General Office	\$ 190 00
			10-560-3420 Vehicle Repair/Maint	\$ 1,424 97
			10-560-4502 Education Exp	\$ 664 35
	County Jail		County Jail	
10-565-1200	Salary Regular	\$ 2,148 06	10-565-1300 Part-time Employees	\$ 2,148 06
10-565-4860	Prisoner Medical	\$ 8,669 42	10-565-3125 Prescriptions	\$ 8,669 42
10-565-3130	Jail Clothing	\$ 1,130 71	10-565-3480 Janitorial	\$ 1,130 71
	Road & Bridge		Road & Bridge	
10-611-4335	Long distance	\$ 281 78	10-611-4310 Water, sewer, garbage	\$ 281 78
		\$ 18,032 51		\$ 18,032 51

These budget amendments were approved on this the 28th day of April, 2006

Dean Fowler
Dean Fowler, County Judge

James L. Crittenden
James L. Crittenden, Commissioner, Pct #1

Joe Ferguson
Joe Ferguson, Commissioner, Pct #2

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

Gary Drennan
Gary Drennan, Commissioner, Pct #4

FILED
JAMES DRIBBERG
CLERK
APR 28 AM 10:45
COMMISSION COUNTY, TX.
BY _____
DEPUTY

Dear Pam,

Would you please do a couple budget amendments for me :

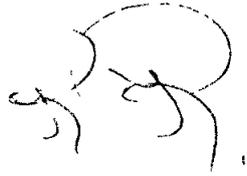
From 10-490-3040 (elections) to 10-403-4520 (mileage re-imburse) 225.54

From 10-490-3040 (elections) to (whatever maintenance gasoline is) \$250.00

From 10-490-3040(elections supplies) 10-490-1500 (election workers) about \$1,000.00

Thanks,

Robin

A handwritten signature in black ink, appearing to be the name 'Robin', written in a cursive style.

Approver: Reimbursements

Checking Account: AFCA FNB INS FNB 125 HOMELAND

THE SOFTWARE GROUP, INC

Disbursements from 04/13/06 thru 04/27/06

Check #	Check Date	Vendor	Check Amount	Invoice Amt	Invoice Description
140582-APCA	04/13/06	UPSHUR CO CSCD BENEFITS ACCO	\$705 82	\$705 82	CSCD STATE BENEFITS
140584-APCA	04/13/06	UPSHUR CO CSCD BENEFITS ACCO	\$25 54	\$25 54	CSCD STATE LIFE INSURANCE
140583-APCA	04/13/06	NATIONWIDE RETIREMENT	\$77 21	\$77 21	ENTITY#52039 PAYROLL DEDUCTIONS
140586-APCA	04/13/06	FIRST NATIONAL BANK GILMER	\$13,172 25	\$13,172 25	FICA/MEDICARE PAYROLL DEDUCTIONS
140587-APCA	04/13/06	FIRST NATIONAL BANK GILMER	\$19,327 45	\$19,327 45	WITHHOLDING PAYROLL DEDUCTIONS
140588-APCA	04/13/06	SABA	\$1,790 30	\$1,790 30	125 PLAN MEDICAL SPENDING ACCOUNT
140589-APCA	04/13/06	QAEA	\$206 00	\$206 00	125 CHILD CARE EXPENSES
140590-APCA	04/13/06	UPSHUR COUNTY IRC 125	\$255 93	\$255 93	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
140591-APCA	04/13/06	UPSHUR COUNTY IRC 125	\$198 67	\$198 67	125/APLAC PAYROLL DEDUCTION
140592-APCA	04/13/06	UPSHUR COUNTY IRC 125	\$62 22	\$62 22	125/AMERICAN HERITAGE PAYROLL DEDUCTION
140593-APCA	04/13/06	UPSHUR COUNTY IRC 125	\$156 62	\$156 62	125/TRANSPORT LIFE PAYROLL DEDUCTION
140594-APCA	04/13/06	UPSHUR COUNTY IRC 125	\$252 13	\$252 13	125/CENTRAL UNITED PAYROLL DEDUCTION
140595-APCA	04/13/06	UPSHUR COUNTY IRC 125	\$5,230 99	\$5,230 99	125 DEPENDENT INS PREMIUMS/PAYROLL
140596-APCA	04/13/06	ATTORNEY GENERAL OF TEXAS	\$149 00	\$149 00	HARRY CROCKETT #78302DP
140597-APCA	04/13/06	UPSHUR COUNTY INSURANCE ACCO	\$934 00	\$934 00	DEPENDENT INS PREMIUMS/PAYROLL
140598-APCA	04/13/06	TXCSDU	\$98 00	\$98 00	#000932949/STANLEY
140599-APCA	04/13/06	OFFICE OF THE ATTORNEY GENERAL	\$112 50	\$112 50	MITCHEL JONES
140600-APCA	04/13/06	TEXAS CHILD SUPPORT GUIDANCE	\$150 00	\$150 00	JAMES PAWE
140601-APCA	04/13/06	OFFICE OF THE ATTORNEY GENERAL	\$112 50	\$112 50	MITCHEL JONES
140602-APCA	04/13/06	TCSDU	\$90 00	\$90 00	ANDREW MULINS
140603-APCA	04/13/06	SHARON KEMP #05296553/1	\$130 00	\$130 00	EARL BECK
140604-APCA	04/13/06	STANDING CHAPTER THIRTEEN TP	\$115 00	\$115 00	CASE#04-20199 DERONDA CAIN
140606-APCA	04/13/06	STANDING CHAPTER 10 TRUSTEE	\$224 00	\$224 00	CASE#04-20500 CYNTHIA FROST
140607-APCA	04/13/06	TG	\$78 50	\$78 50	WAGE WITHHOLDING PAYMENT
140608-APCA	04/13/06	VALIC	\$455 00	\$455 00	PAYROLL DEDUCTIONS
140609-APCA	04/13/06	A & A SALES & SERVICE	\$45 00	\$45 00	

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125 HOMELAND

THE SOFTWARE GROUP, INC

Disbursements Made from 04/13/06 thru 04/27/06

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
140610-APCA	04/13/06	ABC AUTO PARTS	\$491 20	\$491 50	D A-CHAD WADE/HOT CK RESTITUTION
140611-APCA	04/13/06	ABDO PUBLISHING	\$1,343 65	\$1,343 65	CD LIB-#75644/BOOKS
140612-APCA	04/13/06	ACCU CHEM LABORATORIES	\$253 00	\$253 00	CCP-#538882, 539025&26 PROFILES
140615-APCA	04/13/06	ALLIED WASTE SERVICES #070	\$1,224 52	\$1,224 52	CD BLDG-#300700020542/3/25/06 BILLING
140614-APCA	04/13/06	ALLTEL	\$10 07	\$10 07	TELE COMM-#010966160123/3/22/06 BILLING
140615-APCA	04/13/06	ALLTEL	\$1,039 72	\$39 95 \$999 77	DPS-#LT39J94/3/25/06 BILLING TELE COM-#0M269D4 04/04/06
140616-APCA	04/13/06	ANDER SKINNER	\$1,440 00	\$1,440 00	R&B-HAULING-4/05-10/06
140617-APCA	04/13/06	ARAMARK UNIFORM SERVICES INC	\$208 26	\$52 22 \$45 94 \$50 46 \$46 41 \$72 23	CD BLDG-#12829001/UNIFORM SERVICE CD BLDG-#12829001/INIFORM SERVICE CD BLDG-#12829001/UNIFORM SERVICE CD BLDG-#12829001/UNIFORM SERVICE CD BLDG-#12829001/UNIFORM SERVICE
140618-APCA	04/13/06	ARMOR MATERIALS	\$1,055 86	\$1,055 86	R&B-OIL DIRTY/25 14 TONS @ \$42 00
140619-APCA	04/13/06	ARTHUR L FORT	\$61 25	\$61 25	D CT-BAILIFF BADGE
140620-APCA	04/13/06	AUDIOBOOKS AMERICA	\$348 55	\$348 55	CD LIB-#5737/20 BOOKS, SHIPPING
140621-APCA	04/13/06	BAKER S CLEANERS	\$41 20	\$41 20	D CT-SHIRT PATCHES/A TEFTELLER
140622-APCA	04/13/06	BARRY CLARK WALLACE	\$1,550 00	\$350 00 \$350 00 \$500 00 \$350 00	D CT-#217-05/I-I-D-CARPENTER CHILDREN D CT-#197-06/I-I-D-K L W & H W W D CLK-#14,038/MARDOLLIAN ANNETTE MOORE D CT-#13,977/LLOYD LEROY WEBSTER
140623-APCA	04/13/06	BEHAVIORAL MEASURES & FORENSIC	\$400 00	\$400 00	SUP-INV#2566 POLYGRAPH 03/18/06 BRIGHTREASLEY
140624-APCA	04/13/06	BEN E KEITH FOODS	\$2,093 58	\$2,650 72 \$2,444 66	CD JAIL-#252156/ASSORTED FOODS CD JAIL-#352156/ASSORTED FOODS
140625-APCA	04/13/06	BI-COUNTY WATER SUPPLY CORP	\$25 12	\$25 12	R&B-#3662/3/31/06 BILLING
140626-APCA	04/13/06	BISHOP & BISHOP F C	\$350 00	\$350 00	D CT-#365-05/I-I-D-LUCAS CHILDREN
140627-APCA	04/13/06	BOB BARKER CO INC	\$444 39	\$444 39	CD JAIL-TUMBLERS, RAZORS, SHAVE CREAM
140628-APCA	04/13/06	BROOKSHIRES	\$407 68	\$407 68	D S-CHAD WADE/HOT CK RESTITUTION
140629-APCA	04/13/06	BUFFET VILLAGE	\$52 15	\$52 15	D A-GUADALUPE BELES/HOT CK RESTITUTION
140630-APCA	04/13/06	CALCO INCORPORATED	\$450 00	\$450 00	R&B-HYD LIFT CYLINDER

Check #	Check Date	Vendor	Check Amount	In-voice Amt	Invoice Description
140631-APC-	04/12/06	CARD SERVICE CENTER	\$128 99	\$78 79 \$50 00	SUP-#4707123168100558 C4/03/06 SUP-#4707123168100384 04/03/06
140632-APC-	04/13/06	CHANE YOUNG	\$617 24	\$41 64 \$132 39 \$380 57 \$62 64	D A-19 GALS GAS /INVESTIGATION TRUCK 911-31 GALS GASOLINE CD BLDG-177 GALS GASOLINE CONST#1-29 GALS GASOLINE
140633-APC-	04/13/06	CHARLES PATTERSON PLS CO , I	\$20 14	\$20 14	CD BLDG-SANDPAPER MAPP GAS
140634-APC-	04/13/06	CHEROKEE COUNTY	\$100 00	\$100 00	CD C1-MI#32 022/PSYCHOACTIVE MEDICATION
140635-APC-	07/13/06	CHEVRON USA INC	\$297 70	\$297 70	SUP-#739-878-985-9 03/31/06
140636-APC-	04/13/06	CITY OF GLADEWATER	\$31 14	\$31 14	JP#3-#0110115000001/-2/14-3/21/06 SERVICE
140637-APC-	04/13/06	CNA SURETY	\$100 00	\$100 00	SUP-SURETY BOND #C601 01675674
140638-APC-	04/13/06	COMPLETE BUSINESS	\$24 07	\$2 53 \$4 07 \$24 04 \$30 63 \$2 00	JP#1-#21035/-2 01-3/01/06 SERVICE JP#4-#21023/-3/01-4/01/06 SERVICE CD JUDGE-#21024/-3/01-4/01/06 SERVICE TAX-#21037/-3 C1-4/01/06 SERVICE 911-#21274 -2/01-4/01/06 SERVICE
140639-APC-	04/13/06	CORRECTION SOFTWARE CORP	\$1 422 00	\$1 488 00	SUP-MAY 06 BILLING
140640-APC-	04/13/06	CRYSTAL JOHNSON M S	\$1 070 00	\$1 070 00	CCP-MARCH 06 BILLING
140641-APC-	04/13/06	CWT CONSTRUCTION	\$1 280 00	\$1 280 00	R&B-HAULING-4/05-10/06
140642-APC-	04/13/06	DAVIS ELECTRIC COMPANY	\$2,219 51	\$237 50 \$2,457 63 \$370 70 \$153 68	CD BLDG-LABOR CD BLDG-RELOCATED AC FEEDERS CD BLDG-HOOK UP AC/JUSTICE CTR CC BLDG-INSTALLING WASHING MACHINE IN JAIL
140643-APC-	04/13/06	LEAN'S SMALL ENGINE	\$203 98	\$203 98	CCP-INV#323009/2 BATTERIES, TUNE-UP&SERVICE
140644-APC-	04/13/06	DIAMOND D LUBE &	\$156 00	\$36 00 \$60 00 \$60 00	CD 5-UNIT#2221/OIL CHANGE, INSPECTION R&B-INSP STICKER R&B-INSP STICKEF #606
140645-APC-	04/13/06	DM2000 INC	\$77 00	\$77 00	SUP-MATERIALS
140647-APC-	04/13/06	DOUG'S CHEVRON FOOD	\$675 34	\$105 50 \$165 60 \$332 13 \$45 31	D A-JOAN CLINTON/HOT CK RESTITUTION D A-CARLA HARRISON/HOT CK RESTITUTION D A-RALPH GODFREY/HOT CK RESTITUTION D A-ANGELA GUYNN/HOT CK RESTITUTION
140648-APC-	04/13/06	DWIGHT A BRANNON	\$700 00	\$750 00 \$350 00	D CT-#205-05, I-1-C-FOA, LUCAS CHILDREN D CT-#217-05, I-1-C-CARPENTER CHILDREN

Approved Disbursements

Checking Account(s): APCA F.I.B. INTS FNB 125 HOMELAND

THE SOFTWARE GROUP, INC

Disbursements Made From 04/13/06 thru 04/27/06

Check #	Check Date	Vendor	Check Amount	Invoice Amt	Invoice Description
140640-APCA	04 15/06	ECONOMY AUTO SUPPLY INC	\$1,737 82	\$195 84	R&B-BRAKE SHOES, CORE RETURNS, SHOE PIN KITS, OIL BATH SEAL, 1/2" R, 1/2" RL, BELT
				\$56 66	R&B-HOSE, FITTINGS, VALVES
				\$18 00	R&B-VALVES
				\$39 91	R&B-TURN LAMP, BEARINGS
				\$4 22	R&B-2 WIPER REFILLS
				\$175 58	R&B-BEARINGS, WRENCH/SEAL
				\$392 57	R&B-COMPRESSOR, OIL BATH SETS
				\$26 83	R&B-TURN LAMPS
				\$308 85	R&B-FILTER/MUD FLAP/VALVE SEALING JOG/HEAD SET
				\$86 14	R&B-DISK PAD SET, WASHERS (2)
				\$1 99	R&B-OIL FILTER
				\$28 15	R&B-CIRCUIT BRAKES/SS
				\$15 00	R&B-1/4" x 2 5" COTT
				\$35 81	R&B-MANIFOLD SET, HYD FILTER
				\$41 37	R&B-FJI TIPS/PLUGS/WIRES/BULBS
				\$21 05	R&B-BELTS
				\$222 02	R&B-STARTER COPE CHG. WD 40
140650-APCA	04 15/06	ELLIOTT ELECTRIC SUPPLY INC	\$195 00	\$195 00	CO BLDG-3289472/FLUGS FOR JAIL
140651-APCA	04 13/06	LIN/ TELEPHONE COOP INC	\$5,194 20	\$23 02	R&B-#8437623-4/01/06 BILLING
				\$0 50	TAX-#8430630/4/01/06 BILLING
				\$19 95	CO CLK-#8380226/4/01/06 BILLING
				\$39 49	TELE COMM-#7345822/4/01/06 BILLING
				\$37 85	TELE COMM-#7346164/4/01/06 BILLING
				\$39 27	R&B-#7626236/4/01/06 BILLING
				\$43 13	TELE COMM-#7626731/4/01/06 BILLING
				\$34 22	TELE COMM-#6808350/4/01/06 BILLING
				\$201 59	JF#1-#6808269/4/01/06 BILLING
				\$35 25	JF#1-#6602279/4/01/06 BILLING
				\$32 89	TELE COMM-#7682941/4/01/06 BILLING
				\$4,630 21	TELE COMM-#8434000/4/01/06 BILLING
				\$19 95	911-#8320809/4/01/06 BILLING
				\$39 48	CO JAIL-FAX#680-3204 04/01/06
140652-APCA	04/13/06	EMT GULMEF	\$62 05	\$62 05	INDIG-MAPY A DAVIS/3/30/06 MEDICAL
140653-APCA	04/13/06	FATREER LUBE ODA	\$47 53	\$35 43	CO S-UNIT#1205/OIL CHANGE INSPECTION
				\$12 50	CO S-INSPECTION
140654-APCA	04/13/06	FANJIN FARM EQUIPMENT	\$77 45	\$9 00	R&B-2 FINS
				\$56 50	R&B-OXYGEN, ACETYLENE & GLOVES
				\$11 95	R&B-TIP
140655-APCA	04 13/06	FIRST NATIONAL BANK OF GULME	\$25 07	\$25 07	CO TAX-50 CF50 PRINTED CHECKS
140656-APCA	05/13/06	FOOD FAST HOLDINGS	\$78 37	\$78 37	D A-JAMES POWER/HOT CK RESTITUTION
140657-APCA	04 13/06	GAPY B REPAIR SHOP	\$48 00	\$48 00	

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125 HOMELAND

THE SOFTWARE GROUP, INC

Disbursements Made From 04/13/06 thru 04/27/06

Check #	Check Date	Vendor	Check Amount	Invoice Amt	Invoice Description
140658-APCA	04/13/06	GILMER COMPUTER TECH	\$40 00	\$40 00	JUV PROB-ONSITE LABOR 03/28/06
140659-APCA	04/13/06	GILMER DISCOUNT TIRE	\$319 05	\$10 00 \$292 50 \$24 00 \$420 55 \$24 00 \$24 00 \$24 00	CO S-UNIT#204/FLAT REPAIR CO BLDG-TIRES*ALIGNMENT CO S-UNIT#1209/MT & BALANCE 2 TIRES CO S-UNIT#1207/BRAKE PTS ,LA30P CO S-UNIT#2246/MT & BALANCE 2 TIRES CO S-UNIT#2247/MT & BALANCE 2 TIRES CO S-MT & BALANCE 2 TIRES
140660-APCA	04/13/06	GILMER LUMBER COMPANY INC	\$2,527 95	\$725 16 \$90 28 \$123 56 \$450 70 \$1,057 90 \$51 95	CO BLDG-MATERIALS FOR PORTER BLDG CO BLDG-MATERIALS FOR PORTER BLDG
140661-APCA	04/13/06	DINA RIGDEN	27 35	27 35	911-PEIMBURSE MEALS
140662-APCA	04/13/06	GRAFF'S WHOLESALE DISTRIBUTER	\$365 10	\$365 60	CO S-421020100/16 TIRES
140663-APCA	04/13/06	GREATAMERICA LEASING CORP	\$180 05	\$99 07 \$90 97	JP#3-#0140287576000/03/27/06 BILLING JP#1-#0140287577000/3/28/06 BILLING
140664-APCA	04/13/06	OREG MANDREGER	\$900 00	\$900 00	EMPG MANG-2ND QTR 05-06 BUDGET ALLOCATION
140665-APCA	04/13/06	PEGG COUNTY TREASURY	\$720 00	\$720 00	JUV PROB-DETENTION 03/06
140666-APCA	04/13/06	GRIFFITH LAW FIRM, PC	\$700 00	\$350 00 \$350 00	D CF-#126-05/I-I-D-L T D CF-#98-06/I-I-Q-K C
140667-APCA	04/13/06	RED HARDWARE & SUPPLIERS INC	\$121 32	\$11 70 \$7 24 \$3 59 \$12 72 \$1 79 \$1 49 \$1 78 \$11 74 \$5 08 \$5 94 \$16 18 \$34 33 \$23 38 \$2 05	CO BLDG-GATOPLINE CO BLDG-SCREWS, WASHERS, BIT CO BLDG-POLE BREAKER/PORTER BLDG CO BLDG-2 VALVES CO BLDG-FLUSH LEVER CO BLDG-BULBS CO BLDG-BULBS R&B-OIL, TREATMENT, FUNNEL CO BLDG-SCREWS, BOLTS, WASHERS CO BLDG-SCREWS CO BLDG-SCREWS/PORTER BLDG CO BLDG-ELECTRICAL SUPPLIES CO BLDG-2 BALLASTS CO BLDG-BOLTS, NUTS
140668-APCA	04/13/06	HALL SIGNE OF TEXAS	\$259 73	\$259 93	R&B-18"x24' 35MPH SIGNS, 20MPH SIGN
140669-APCA	04/13/06	HANDY MART DIANA	\$107 60	\$82 60 \$25 00	D A-JANET FARILEY/HOT CK RESTITUTION D A-LEBBIE MURRELL/HOT CK RESTITUTION

THE SOFTWARE GROUP INC

Approved Disbursements
 Checking Accounts: CFB INB FNB 125 HOMELAND
 Disbursements Made from 04/13/06 thru 04/27/06

Check #	MO	DATE	VENDOR	Check Amount	Invoice Amt	Invoice Descriptions
140570-APCA	04	13/06	HEWITT HARR SUPPLY	\$26 15	\$16 25 \$75 88	R20-CATTLE PANEL R20-T-POST, SHOVELS, FUNNEL
140571-APCA	04	13/06	HUMBER COLLEGE INSTITUTE	\$293 60	\$293 60	511-REGISTRATION/GINA OFFIELD
140572-APCA	04	13/06	PTO INC PUBLISHING	\$171 20	\$171 20	CD LIB-#92575/HISTORY OF MATH /5 VOL SET
140573-APCA	04	13/06	AVOTAM BOOK CO	\$891 40	\$29 97 \$279 02 \$58 11 \$46 27 \$266 94 \$14 37 \$187 80	CD LIB-#2083975/2 BOOKS CD LIB-#2083975/23 BOOKS CD LIB-#2083975/5 BOOKS, SHIPPING CD LIB-#2083975 BOOKS CD LIB-#2083975/23 BOOKS CD LIB-#2083975/1 BOOK CD LIB-#2083975, 12 BOOKS, SHIPPING
140574-APCA	04	13/06	J A SCHAUER	\$66 40	\$66 40	CD BLDG-#34070/REPAIR PARTS
140575-APCA	04	13/06	JAN DAY COMPANY	\$108 96	\$108 96	CD LIB-#15427/PLASTIC BAGS SHIPPING
140576-APCA	04	13/06	JEFFERSON COUNSELING SERVICE	\$825 00	\$397 50 \$427 50	CCP-MARCH 25/06 BILLING CCP-GROUP BILLING 04/10/06
140577-APCA	04	13/06	JONAH HARRIS	\$17 89	\$17 89	FAX-REIMBURSE/55 8 MI @ \$ 315
140578-APCA	04	13/06	JOHN J MOORE	\$350 00	\$350 00	CD CT-#555-01/ROY DEWHITE WIGGINS
140579-APCA	04	13/06	DOTS	\$75 00	\$75 00	CD BLDG-#19486/FOR PORTER BLDG
140580-APCA	04	13/06	FOAM & INSULATION	\$1,104 00	\$1,104 00	PORTER BLDG-SPRAY 2" URETHANE FOAM UNDER ROOF DECK
140581-APCA	04	13/06	K MOUSBI & ASSOCIATES	\$299 00	\$299 00	CD TAX-TRUFTAXATION SOFTWARE
140582-APCA	04	13/06	KIS BASINGREFF, N S A INC	\$200 00	\$200 00	CD S-#05-00617 SAME EXAM 01/06/06
140583-APCA	04	13/06	KIPZY RESTAURANT SUPPLY	\$621 35	\$131 35 \$490 00	CD JAIL-#7009/JANITORIAL SUPPLIES CD JAIL-#7009/JANITORIAL SUPPLIES
140584-APCA	04	13/06	LIC ADMINISTRATIVE CONSULTANT	\$2,031 47	\$2,031 47	UVV PROB-TITLE IV-E ENHANCED CLAIMING 131 QTR FV06
140585-APCA	04	13/06	LAKE WILLIAMS AUTO CENTER	\$95 00	\$95 00	CD BLDG-REPAIR
140586-APCA	04	13/06	LACRA P HUGHES, KAUFMAN CO C	\$471 00	\$471 00	CD CT-#106M-93/VANESSA HRDZEK
140587-APCA	04	13/06	LONGVIEW ASPHALT INC	\$92 27	\$92 27	R20-OIL DIRT/2091 TON @ \$36 00
140588-APCA	04	13/06	MAROTA BARS	\$5 00	\$5 00	CD APPROVEPAYMENT OF HOT JK RESTITUTION
140589-APCA	04	13/06	MATT-JJ BENDER & CO INC	\$109 70	\$64 70 \$45 00	LAW LIB-#1894311001/US SUP CT RPT LEDED V158 LAW LIB-#1894311001/US SUP CT RPT LEDED V158

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
140774-APCA	04/10/06	LETTICE PATTON	\$1,750.00	\$550.00 \$350.00 \$250.00	D CT-#120-05/I-I-C-L 1 D CT-#175-05/I-I-D-S M CO CT-#20,797/MELISSA MARIA JOHNSTON
140877-APCA	04/10/06	PT & COMPANY	\$7,000.00	\$7,000.00	C CT-#30,035/JANNIE LOU HOLMS D CT-#10,800/MALISA RENEE SHAFFER
140897-APCA	04/10/06	MICHAEL MARTIN ATTY	\$1,400.00	\$300.00 \$350.00 \$350.00	D CT-#197-06/I-I-C-WEISS CHILDREN D CT-#175-05/I-I-D-S M D CT-#365-05/I-I-D-FOX, LUCAS CHILDREN
140977-APCA	04/10/06	NICHOLE L TURNER L&P SURVEY	\$435.00	\$435.00	CO CT-#16E/GUARDIANSHIP OF R J L
140894-APCA	04/13/06	NICHOLE L SMITH, TAX ASSESSOR	\$385.00	\$385.00	PORTER BLDG-SURVEY OF LOT 1 BLK 15 OF ORIG TOWNSITE, (W H HEREFORD SVY , A-200)
140875-APCA	04/10/06	MICHAEL TRUCK STOP	\$179.92	\$74.92 \$55.00	D A-MARCIA EADS/HOT CK RESTITUTION D A-RALPH GODFREY/HOT CK RESTITUTION
140966-APCA	04/13/06	MIKE COLEMAN	\$960.00	\$960.00	R&B-HAULING-4/05-7/06
140877-APCA	04/10/06	MIKE CRAIG FORD MERCURY	\$555.62	\$555.62	CO S-UNIT#2244/PARTS, LABOR
140977-APCA	04/10/06	HPS DAIRD DAVERIES	\$567.40	\$186.76 \$180.80 \$180.80 \$19.04	CO JAIL-#3629/BREAD CO JAIL-#3629/BREAD CO JAIL-#3629/BREAD CO JAIL#3629/BREAD
140977-APCA	04/13/06	MUSIC MOUNTAIN WATER CO	\$24.82	\$24.82	SUP-#7977000 03/31/06
140703-APCA	04/13/06	MYRA HARRIS	\$142.19	\$142.19	CO PREAS-REIMBURSE/451 4mi @ 315ea(A&M 03/27 20/06)
140701-APCA	04/13/06	NEUSEM13 GROCERY	\$147.48	\$147.48	D A-DANNIE COTTLE/HOT CK RESTITUTION
140977-APCA	04/10/06	NORTRAY SOUTH	\$238.87	\$238.87	R&B-#10000655/PARTS, LABOR
140701-APCA	04/10/06	ONNIBASE SERVICES OF TEXAS	\$12.00	\$12.00	JP#4-ID#004230(JAN-MAR 06)REPORT
140704-APCA	04/13/06	F & P ANE ASSOCIATES	\$1,207.50	\$1,207.50	NON DEPT-#2303/MAINTENANCE CONTRACT
140977-APCA	04/13/06	PATRICIA HARRISON	\$720.00	\$235.00 \$235.00 \$190.00 \$50.00	CO CT-COURT REPORTING 4/03/06 D CT-COURT REPORTING 4/06/06 D CT-PRETRIAL HEARING D CT-MOTION TO SUPPRESS
140705-APCA	04/10/06	PAULA GENTRY	\$85.00	\$85.05	TAX-REIMBURSE 270 MI @ \$ 315

Collecting Accounts: ARCA FMC INS FNB 125 HORNELAND
 Disbursements Made from 04/12/06 thro 04/27/06

Check #	Check Date	Vendor	Check Amount	Invoice Amt	Invoice Description
140707-4800	04/12/06	WATSONVILLE CONCEPTS	\$127.50	\$127.80	SUP-1315003 STAFF FEDERAL LAW POSTERS
140708-4800	04/12/06	WATSONVILLE & MINI STRAWNC	\$120.00	\$120.00	CD S-GR.24C/APRIL 2006 RENTAL
140709-4800	04/12/06	PETERS AUTOFLY	\$115.40	\$115.75	RSD-#7225/HOSE, ADAPTEF
140710-4800	04/12/06	PRITCHETT WATER SUPPLY CORP	\$39.84	\$19.92	RSD-#101237 -2/12-5/13/06 SERVICE RSD-#100412/-2,16-5/15/05 SERVICE
140711-4800	04/13/06	PURCHASE POWER	\$35.45	\$35.45	SUP-#19247281865 03/19/06
140712-4800	04/13/06	RANDY'S UPHOLSTERY	\$100.00	\$100.00	SEK-MIXER SEAT REDONE
140713-4800	04/13/06	REPAIR WORK	\$144.52	\$144.55	UPA3-R001-240US INT CP RESTITUTIONMERCHANT FEE
140714-4800	04/13/06	RELIABLE SAFE & LOCK	\$71.00	\$71.00	CD BLOC-REKEY KEYS AT JAIL.
140715-4800	04/13/06	RUNKEL BENEFIT & ASSOC	\$355.00	\$350.00	D CT-#15,9447/DANA MICHELLE MARSH
140716-4800	04/13/06	ROBERT BENEFIT & ASSOC	\$2,117.50	\$2,522.50	D CT-#13,617/JASON PETERICK BAUGHMAN D CT-#507-52/J-I-C-SHULAR CHILDREN
140717-4800	04/13/06	ROBERT LEE COLE JR	\$350.00	\$350.00	D CT-DEVERIOUS DAVIS
140718-4800	04/13/06	RODNEY UPADHON	\$1,524.00	\$1,584.00	NSB-ORAVEL/792 VDS @ 22 00-4/05=10/06
140719-4800	04/12/06	SHARRA KUPP	\$24.00	\$26.00	CD CLK-REGISTRATION/SPRING MEETING@TYLER
140720-4800	04/12/06	SHARAH S WHITE	\$700.00	\$350.00	D CT-#607-05/I-I-D-SHULAR CHILDREN D CT-#175-53/I-I-D-E M
140721-4800	04/13/06	SAN-DON OFFICE SUPPL. INC	\$1,450.75	\$124.01	JUV PRUS-INV#2584095 SUPPLIES CD CLK-LABELS CA-OFFICE SUPPLIES CD CLK-OFFICE SUPPLIES CD S-OFFICE SUPPLIES CD CLK-OFFICE SUPPLIES CD EXT-INK CARTRIDGE CD JAIL-NOTARY RECEIPT BOOKS D A-2 CHAIRS CD CLK-CARTRIDGE D CLK-OFFICE SUPPLIES ELECTIONS-BINDERS

Check #	Check Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$109 16	CO S-OFFICE SUPPLIES
				\$67 72	D CLK-OFFICE SUPPLIES
				\$8 97	CO CLK-OFFICE SUPPLIES
140750-APCA	04/12/06	SBC	\$351 52	\$351 52	SUP&ADULT-#703-665-3904 03/15/06
140753-APCA	04/13/06	SHANE JACKSON LPC	\$200 00	\$200 00	LCF-COUNSELING SERVICE 03/8-23/06 (04/06 BILLING)
140754-APCA	04/12/06	SHARON WATCH SUPPLY CORP	\$40 52	\$40 52	W&P-#070050000/-2/11-3/13/06 SERVICE
140756-APCA	04/13/06	SKYNET UNWIRED	\$30 00	\$30 00	CD S-#00000503/TRANSACTION#1768220
140758-APCA	04/13/06	SOUTHEAST TEXAS FORENSIC CEN	\$1,275 00	\$1,275 00	JP#3-CASE#TC6-0403 FRANCIS FLORES
140757-APCA	04/13/06	SOUTHERN POLICE DETENTION CD	\$29 00	\$29 00	CD DLT9-#4079/KEYS
140759-APCA	04/13/06	SOUTHERN TIRE MART	\$1,169 00	\$1,344 00	R&D-TIRES, LOADER TIRE, BACKHOE TIRES
				\$824 00	R&D-LOADER TIRES, D-RINGS
140762-APCA	04/13/06	SOUTHERN ELECTRIC POWER	\$2,076 41	\$1,775 38	CD BLDG-#96989100001/-3/02-30/06 SERVICE
				\$71 52	CD BLDG-#96989100001/-3/02-30/06 SERVICE
				\$229 00	ST LIGHTS-#96858000001/-3/01-30/06 SERVICE
140760-APCA	04/13/06	SPUNKY ARTS	\$657 93	\$657 93	CD LID-#11633/31 BOOKS
140761-APCA	04/13/06	STEWART ENGINEERING SUPPLY	\$16 85	\$16 85	PI-#483604 SPINDLE END CAP.FREIGHT
140762-APCA	04/13/06	T M LUMBER CO INT	\$9,414 60	\$121 31	CO BLDG-MATERIALS FOR PORT 2 CD BARN (VOTING EXCESSABLE)
				\$2,215 00	CO BLDG-MATERIALS FOR PORTER BLDG
				\$64 42	CO BLDG-MATERIALS FOR PORTER BLDG
				\$11 07	CO BLDG-MATERIAL FOR PORTER BLDG
140763-APCA	04/13/06	TAC PROPERTY/CASUALTY	\$749 00	\$749 00	NON DEPT-2006 FRFD EXPLORER#33912 SUPERCREW FLYOUT#525C
140764-APCA	04/13/06	TELETOUCH CORPORATION	\$19 97	\$19 97	D CT-#97503471 04/01/06
140765-APCA	04/13/06	TEXAS ASSOC OF COUNTIES	\$11,623 00	\$11,623 00	NON DEPT-#2200 WORK COMP
140766-APCA	04/13/06	TEXAS ASSOCIATION OF COUNTIE	\$25 00	\$25 00	CD CT-PIITTSBURGH BENCHMARK WORKSHOP 03/07/06
140767-APCA	04/13/06	TEXAS ASSOCIATION OF COUNTIE	\$7,544 99	\$7,544 99	#2300 1ST QTR REPORT/GTR ENDING 03/31/06

Approved Disbursements
 Checking Account(s) APCA FND INS FND 125 HOMELAND
 Disbursements Made from 04/10/06 thru 04/27/06

THE SOFTWARE GROUP, INC

Check #	Chk Date	Vendor	Check Amount	Invoice Amt	Invoice Description
140740-APCA	04/13/06	TEXAS JUVENILE PROBATION COM	\$85 00	\$85 00	JUV PROB-TRAINING/SANDRA EDWARDS
140741-APCA	04/10/06	TEXAS PARKS & WILDLIFE	\$83 40	\$34 00	JP#3-#CPC6-032J3 BRETT MATTH PRESCOTT
				\$27 20	JP#3-#CPC6-016J3 SHERRY SUE SORENSON
				\$27 20	JP#3-#CPC6-017J3 LARRY MILTON SORENSON
140742-APCA	04/13/06	TEXAS TRAUMA & EMERGENCY CA	\$172 00	\$172 00	JUV PROB-#265674 03/18/06
140743-APCA	04/13/06	THE CIMA COMPANIES INC	\$1,500 00	\$1,500 00	CCP-TRCILM2 07/01/06-07/31/07
140744-APCA	04/13/06	THE GILMER MIRROR	\$34 50	\$34 50	CG LIS-#245057/HELP WANTED ADD
140745-APCA	04/13/06	THE LIBRARY STORE INC	\$23 42	\$23 42	CG LIS-#20292/OFFICE SUPPLIES
140746-APCA	04/13/06	THE SOFTWARE GROUP INC	\$21,500 00	\$807 00	AUD-#63/BUDGET ACCT -4/01-6/30/06
				\$551 00	AUD-#63/FIXED ASSETS-4/01-6/30/06
				\$540 00	AUD-#63/PURCHASING MOD -4/01-6/30/06
				\$425 00	DATA-#1745/HARDWARE SUPP -4/01-6/30/06
				\$1,195 00	CD CLK-#65/CRIM CASE-4/01-6/30/06
				\$1,194 00	CD CLK-#65/CIVIL CASE-4/01-6/30/06
				\$771 00	CD CLK-#65/INSTRUMENT INDEX-4,01-6/30/06
				\$706 25	JP#1-#703/J P CLIENT-4/01-6/30/06
				\$706 25	JP#2-#708/J P CLIENT-4/01-6/30/06
				\$706 25	JP#3-#735/J P CLIENT-4/01-6/30/06
				\$706 25	JP#4-#707/J P CLIENT-4/01-6/30/06
				\$229 00	D A-#65/COURT ADMIN -4/01-6/30/06
				\$345 00	D A-#65/CRIM. CASE-4/01-6/30/06
				\$909 00	D A-#65/HOT CK MOD -4/01-6/30/06
				\$650 00	D CLK-#67/IMAGING MAN -4/01-6/30/06
				\$1,155 00	D CLK-#67/CRIMINAL CASE-4/01-6/30/06
				\$637 00	D CLK-#67/CHILD SUPP -4/01-6/30/06
				\$1,194 00	D CLK-#67/CIVIL CASE-4/01-6/30/06
				\$406 00	D CLK-#67/JURY CLIENT-4/01-6/30/06
				\$475 00	CD S-#1175/ABLEMUGS -4/01-6/30/06
				\$129 00	CD S-#1175/CRIM JUSTICE-4/01-6/30/06
				\$2,737 00	CD S-#1175/SHERIFF CLIENT-4/01-6/30/06
				\$2,777 00	TAX-#65/AUTO TAX COLL -4/01-6/30/06
				\$683 00	TREAS-#72/ACCT PAYABLE-4/01-6/30/06
				\$402 00	TREAS-#72/BANK RECON -4/01-6/30/06
				\$776 00	TREAS-#72/PAYROLL CLIENT-4/01-6/30/06
				\$282 00	TREAS-#72/TREAS REVENUE-4/01-6/30/06
140747-APCA	04/12/06	THE UNIVERSITY OF TEXAS AT A	\$265 00	\$265 00	CD AUD-REGISTRATION/PAM LANGE, AUDITOR 05/09-12/06

Approved Disbursements
 Checking Account(s): APCA FNB INS FNB 125 HOMELAND
 Disbursements Made from 04/13/06 thru 04/27/06

THE SOFTWARE GROUP INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
140751-APCA	04/13/06	TWO RIVERS	\$69 14	\$69 14	JP#3-HC05-091J3 HOT CK RESTITUTION%MERCHANT FEE
140752-APCA	04/13/06	TMT HOLDING LTD	\$124 29	\$35 02	JP#3-HC01-213J5 HOT CK RESTITUTION%MERCHANT FEE
				\$89 27	JP#3-HC01-214J3 HOT CK RESTITUTION%MERCAHNT FEE
140755-APCA	04/13/06	CYLER UNIFORM CO INC	\$193 69	\$70 93	CG 5-#JPS2010/2 SHIRTS/FREIGHT
				\$112 75	CG 5-#JPS2010/6 PR PANTS
140754-APCA	04/13/06	D E FOOD SERVICE	\$12,211 12	\$2,091 15	CG JAIL-#93586865/ASSORTED FOODS
				\$2,521 94	CG JAIL-#93586865/ASSORTED FOODS
				\$2,519 92	CG JAIL-#93586865/ASSORTED FOODS
				\$2,462 50	CG JAIL-#93586865/ASSORTED FOODS
				\$2,601 60	CG JAIL-#93586865/ASSORTED FOODS
140755-APCA	04/13/06	OSHEUR COUNTY ECONOMIC DEVEL	\$25,000 00	\$25,000 00	ECON.DEV-2006 ALLOCATION OF BUDGET FUNDS
140756-APCA	04/13/06	OSHEUR COUNTY JUVENILE PROB	\$271 52	\$154 42	JUV PROB-REIMBURSE TRAVEL(CARD SERVICE BILL)
				\$87 11	JUV PROB-REIMBURSE/OFFICE SUPPLIES(CARD SERVICE BILL)
140757-APCA	04/13/06	OSHEUR COUNTY LITERACY PROG	\$1,875 00	\$1,875 00	LITERACY-QUARTERLY ALLOCATION OF FUNDS
140758-APCA	04/13/06	OSHEUR-RURAL ELECTRIC COOP	\$125 85	\$125 67	R20-#13625-002/4/04/06 BILLING
				\$8 16	COMPACTOR-#54812-001/4/04/06 BILLING
140759-APCA	04/13/06	VERIZON SOUTHWEST	\$9 46	\$9 46	CG 5-#18AE700740927/2/19/06 BILLING
140760-APCA	04/13/06	ULYASER FILET SYSTEMS INC	\$7,257 06	\$7,257 06	CG 5-#86917-1082 03/24/06
140761-APCA	04/13/06	W W SPAUNGER INC.	\$117 24	\$117 24	CG BLDG-#263421854/BULBS,VOLTAGE DETECTOR
140762-APCA	04/13/06	WALMART #114	\$469 13	\$47 00	D A-JAMES ROYER/HOT CK RESTITUTION
				\$192 27	D A-RALPH GODFREY/HOT CK RESTITUTION
				\$104 62	D A-ANGELA GUYMAN/HOT CK RESTITUTION
				\$116 54	D A-TOREY WEBB/HOT CK RESTITUTION
140763-APCA	04/13/06	WALMART COMMUNITY	\$307 60	\$389 60	CG CLK-#6032202001114552 03/16/06
140764-APCA	04/13/06	WALMART COMMUNITY BRC	\$0 30	\$0 30	D CT-#6032202000836412 03/16/06
140765-APCA	04/13/06	WELLS FARGO FINANCIAL LEASING	\$213 94	\$213 94	JUV PROB-#001-007051000 03/16/06

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
					FULL SET
140767-APCA	04/13/06	WEST SIDE FURNITURE	\$348 95	\$12 00 \$329 95 \$7 00	R&B-SHARPEN 3 CHAINS R&B-CHAIN SAW R&B-SAW REPAIR
140768-APCA	04/13/06	WINN'S AUTO & TRUCK REPAIR	\$424 92	\$322 97 \$101 95	CO. S-PARTS, LABOR CO S-UNIT#2229/REPLACED BATTERY
140769-APCA	04/13/06	WYONE MANES	\$129 71	\$129 71	JP#1-REIMBURSE 344 MI @ \$ 315, PARKING
140770-APCA	04/13/06	YAZELL CHEV OLDS	\$109 56	\$109 56	D A-RALPH GODFREY/HOT CK RESTITUTION
140771-APCA	04/12/06	HANDY MART DIANA	\$40 00	\$40 00	JP#1-JOHN MIRRELL FOUNTAIN/HOT CK RESTITUTION&MERCHANT FEE
140772-APCA	04/13/06	FIRST NATIONAL BANK GILMER	\$575,000 00	\$575,000 00	CD#37225 PURCHASED@4.38%(32days)TO MATURE 05/15/06
140773-APCA	04/19/06	FIRST NATIONAL BANK GILMER	\$821,329 18	\$821,329 18	CD#37230(TOBACCO)PURCHASED@4.32%(15days)TO MATURE 05/04/06
140774-APCA	04/20/06	FIRST NATIONAL BANK	\$59,893 93	\$59,893 93	CD#37237(AVAIL)PURCHASED@4.41%(68days)TO MATURE 06/27/06
140775-APCA	04/20/06	FIRST NATIONAL BANK	\$1,134,499 36	\$1,134,499 36	CD#37238(PERM)PURCHASED@4.41%(68days)TO MATURE 06/27/06
140776-APCA	04/20/06	FIRST NATIONAL BANK GILMER	\$550,000 00	\$550,000 00	CD#37239 PURCHASED@4.50%(117days)TO MATURE 08/15/06
Total for APCA - Accounts Payable Clearing Account			\$3,389,475 92		

Approved Disbursements

Checking Account(s) AFCA FNB INS FNB 125 HOMELAND
Disbursements Made from 04/13/06 thru 04/27/06

THE SOFTWARE GROUP, INC

Check #	EC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
1704-FNB 125	04/16/06	UPSHUR CO OPERATING ACCOUNT	\$961.56	\$961.56	04/13/06 CANCER HEART/STROKE PREMIUMS FROM IRC
1907-FNB 125	04/12/06	UPSHUR COUNTY INSURANCE ACC	\$5,530.99	\$5,530.99	04/13/06 DEPENDENT INS PREMIUMS FROM IRC

Total for FNB 125 - IRC/125 PLAN

 \$6,492.55

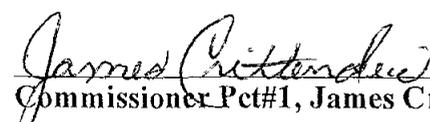
Check #	HD Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1531-FND INS	04/15/06	GROUP ADMINISTRATORS-SAN JUI	\$12,424 26	\$12,424 26	#908400 04/12/06 REGISTER
1502-FND INS	04/15/06	FIRST NATIONAL BANK	\$552,000 00	\$552,000 00	CD#37226 PURCHASED@4.42% (48days) TO MATURE 05/31/06

Total for FND INS INSURANCE \$564,424 26
 Grand Total \$3,960,392 73

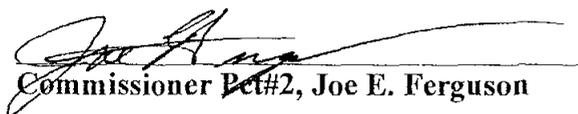
176 records listed


 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

DEPUTY

OF TARRANT COUNTY, TX.

15 APR 28 AM 10:45

FILED
J. J. BERENBERG
CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

APR 28 AM 10:46

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS, COUNTY, TX.

COUNTY OF UPSHUR }

BY _____
DEPUTY

The undersigned, Golden Land and Timber, 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) 1 mile on Coyle

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.

Chris Bond

First Party Signature

865 CR 2982

Street or Box

Hughes Springs TX 75856

City, State and Zip Code

903-835-2180 office
Telephone 918-3231 cell

Coyle

Timber Tract

Dean Fowler

County Judge-Dean Fowler

James Crittenden

Commissioner, Prec. 1 - James Crittenden

Joe E. Ferguson

Commissioner, Prec. 2 - Joe E. Ferguson

Lloyd Crabtree

Commissioner, Prec. 3 - Lloyd Crabtree

Gary Drennan

Commissioner, Prec. 4 - Gary Drennan

PERMIT ISSUED NOT TO EXCEED 90 DAYS

SPECIAL ROAD USE AGREEMENT CONTRACT

LU
BERG
ERK

THE STATE OF TEXAS }
COUNTY OF UPSHUR }

KNOW ALL MEN BY THESE PRESENTS
APR 28 AM 10:46
COUNTY, TX.

The undersigned, Dunlap and Son, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 1, 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. 1, 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) 1/4 mile on Sarah, 1 1/2 mile on Bob White, 1 mile on Bluebird

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. 1, 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

Kenny Shaw
First Party Signature

18157
Street or Box

Doddridge Ark 71834
City, State and Zip Code

903 826-8608
Telephone

Willie Hart
Timber Tract

Dean Fowler
County Judge-Dean Fowler

James Crittenden
Commissioner, Prec. 1 - James Crittenden

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

Lloyd Crabtree
Commissioner, Prec. 3 - Lloyd Crabtree

Gary Drennan
Commissioner, Prec. 4 - Gary Drennan

PERMIT ISSUED NOT TO EXCEED 90 DAYS

LL
DOENBERG
FPK

APR 28 AM 10:46

UPSHUR COUNTY, TX.

BY _____ DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR)

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

1.

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

2.

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

3.

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

4.

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

5.

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

6.

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

WARD TIMBER COMPANY

By [Signature]
First Party Signature

[Signature]
County Judge - Dean Fowler

Street or Box
P O Box 360

[Signature]
Commissioner, Prec. 1 - James Crittenden

City, State and Zip Code:
Linden, TX 75563

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

Telephone & Fax:
903-756-7700 903-756-8313

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

Timber Tract:
SPNN

[Signature]
Commissioner, Prec. 4 - Gary Drenman

Date Signed

April 28, 2006
Date signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

SPECIAL ROAD USE AGREEMENT CONTRACT

ROSENBERG
TX

APR 28 AM 10:46

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS, COUNTY, TX.

COUNTY OF UPSHUR }

BY _____
DEPUTY

The undersigned, Ward Timber, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 1, 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. 1, 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)

Azalea - .6 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. 1, 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

Ward Timber, LTD

J. Mitchell

First Party Signature

Box 360

Street or Box

Linden Tx 75563

City, State and Zip Code

903-756-7700

Telephone

Taylor
Timber Tract

Timber Tract

Dean Fowler

County Judge-Dean Fowler

James Crittenden

Commissioner, Prec. 1 - James Crittenden

Joe E. Ferguson

Commissioner, Prec. 2 - Joe E. Ferguson

Lloyd Crabtree

Commissioner, Prec. 3 - Lloyd Crabtree

Gary Drennan

Commissioner, Prec. 4 - Gary Drennan

PERMIT ISSUED NOT TO EXCEED 90 DAYS

LD
FROENBERG
10 APR

SPECIAL ROAD USE AGREEMENT CONTRACT

APR 28 AM 10:46

THE STATE OF TEXAS }
COUNTY OF UPSHUR }

KNOW ALL MEN BY THESE PRESENTS, COUNTY, TX.

BY _____
DEPUTY

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

1

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

2

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

3.

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

4

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

5.

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

6

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

VAN DUSEN TIMBER CO.

By Jackie Vandusen
First Party Signature:

Dean Fowler
County Judge - Dean Fowler

Street or Box:
4015 Valley Ranch Road

James Crittenden
Commissioner, Prec. 1 - James Crittenden

City, State and Zip Code:
Longview, TX 75602

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

Telephone & Fax
903-236-7696 903-238-8808

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

Timber Tract:

Gary Drennan
Commissioner, Prec. 4 - Gary Drennan

Date Signed

APRIL 28, 2006
Date signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

Devon Energy
Hill #2
JENBERG
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

APR 28 AM 10:46
UPSHUR COUNTY, TX.

THE STATE OF TEXAS }
COUNTY OF UPSHUR }

KNOW ALL MEN BY THESE PRESENTS, DEPUTY

The undersigned, Double F. Construction, 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) 1.3 miles on Mulberry

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 hauling gas well equipment 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.

Received Time Apr. 20. 8:26AM

No 5729

Double F Construction 2006 12:10PM

Carissa D. Colston
First Party Signature

P.O. Box 2919
Street or Box

Kilgore, TX 75663
City, State and Zip Code

903-690-0656
Telephone

Tract

Dean Fowlcr
County Judge-Dean Fowlcr

James Crittenden
Commissioner, Prec. 1 - James Crittenden

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

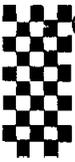
Lloyd Crabtree
Commissioner, Prec. 3 - Lloyd Crabtree

Gary Drennan
Commissioner, Prec. 4 - Gary Drennan

PERMIT ISSUED NOT TO EXCEED 90 DAYS

Received Time Apr 20. 8:26AM
No. 5729

Double R Construction
Apr 19 2006 2:11PM



E.L. ROSENBERG
Baton Gravel Rock

SPECIAL ROAD USE AGREEMENT CONTRACT APR 28 AM 10:46

THE STATE OF TEXAS }
COUNTY OF UPSHUR }
COUNTY, TX
KNOW ALL MEN BY THESE PRESENTS:
DEPUTY

The undersigned, Baton Gravel and Rock, 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) Red Maple ~~to~~ FM 1795 to FM 1002

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 gravel 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.

David Baton

First Party Signature

15350 FM 2276 N

Street or Box

Kelowne, TX 75662

City, State and Zip Code

903 983 3676

Telephone

GRAVEL

Timber Tract

Dean Fowler

County Judge-Dean Fowler

James Crittenden
Commissioner, Prec. 1 - James Crittenden

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

Lloyd Crabtree
Commissioner, Prec. 3 - Lloyd Crabtree

Gary Drennan
Commissioner, Prec. 4 - Gary Drennan

PERMIT ISSUED NOT TO EXCEED 90 DAYS

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

ADDENBERG
CITY OF OK

PRECINCT 3

DATE March 29, 2006

APR 28 AM 10:46

UPSHUR COUNTY, TX.

Formal notice is hereby given that Nancy Pratt, whose principal address is 4518 Scrub Pine, does hereby purport to place a Culvert within the ROW of County Road Scrub Pine. 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 31st day of March, 2006. I, Nancy Pratt, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: Nancy Pratt
TELEPHONE: 903-734-1503

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 March 29, 2006, except as noted below:

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

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

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

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

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

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

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

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

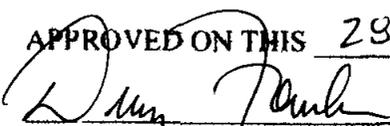
10. Where evidence is presented indicating the impracticability of boring or tunneling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible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

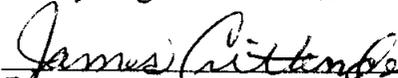
11 Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.

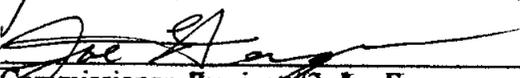
12 Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structure, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

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

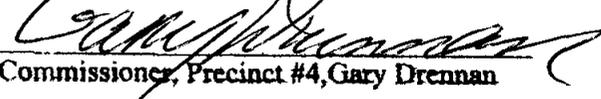
APPROVED ON THIS 28 DAY OF APRIL, 2006


County Judge -Dean Fowler


Commissioner, Precinct #1, James Crittenden


Commissioner, Precinct #2, Joe Ferguson


Commissioner, Precinct #3, Lloyd Crabtree


Commissioner, Precinct #4, Gary Drennan

Holmes

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2

DATE April 21, 2006

STAMP: DENBERG

Formal notice is hereby given that Arthur Hill does hereby purpose
principal address is 2125 Day Lily to place a Culvert within the ROW of County Road Day Lily. 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, after the 28th
day of April, 2006. I, Arthur Hill, hereby attest that I have read the conditions set forth in this application and understand its contents

STAMP: APR 28 AM 10:46
COUNTY TX
OFFICE

SIGNATURE: [Handwritten Signature]
TELEPHONE: (903) 797-2774

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed Culvert as shown by accompanying drawings and notice dated April 21, 2006, except as noted below:

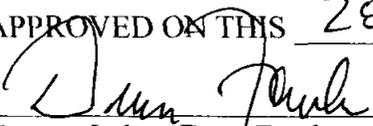
It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add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

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

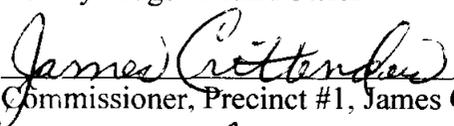
1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed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

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

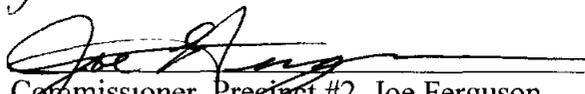
APPROVED ON THIS 28 DAY OF APRIL, 2006.



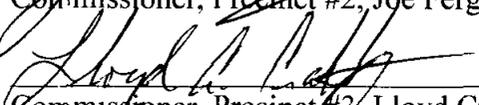
County Judge -Dean Fowler



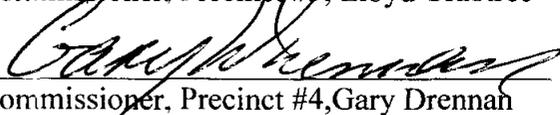
Commissioner, Precinct #1, James Crittenden



Commissioner, Precinct #2, Joe Ferguson



Commissioner, Precinct #3, Lloyd Crabtree



Commissioner, Precinct #4, Gary Drennan

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

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

DATE 4/12/06

EXPIRES: _____

FILED
537ENBERG
ERK
APR 28 AM 10:46
UPS HUR COUNTY, TX.
BY _____
DEPUTY

Formal notice is hereby given that Diana Special Utility District
proposes to place a water line within the right-of-way of
County Road Hawk as follows:

Diana Special Utility District proposes to install approximately 1200 feet of 4" PVC water line within the ROW of County Road Hawk. To begin at the Intersection of SH 154 and Hawk Road proceeding South approximately 1200 feet along the west side of Hawk Road.

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

Construction of this line will begin on or after the 12th day of April, 2006.

Firm	<u>Diana Special Utility District</u>
By	<u>Susan Whitfield</u>
Title	<u>General Manager</u>
Address	<u>PO Box 74</u>
	<u>Diana, TX 75640</u>
	<u>903-663-4837</u>

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

APPROVAL

TO _____

DATE _____

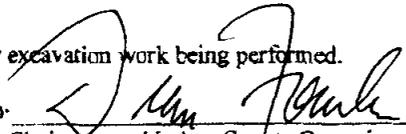
The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed _____ line as shown by accompanying drawings and notice dated _____, except as noted below.

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

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

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

APPROVED: _____
County Engineer

APPROVED: 
Chairperson, Upshur County Commissioners Court



Mangold Ln

State Hwy 154 East

APX. 1200 ft
LINE EXTENSION
FOR WATER TAP
@ MATT OLLMAN

X
HAWK RD

Property off of WALKER TO SHETLAND LAST ON LT SIDE
Mailing Address 227 SHETLAND
GILMER TX
Telephone No 903-241-5805

LETTER AGREEMENT

Date April 20, 2006

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

RECITALS

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

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

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

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

PROPERTY OWNER/
LEGAL POSSESSOR

Gordon Freeman
Gordon Freeman

UPSHUR COUNTY

By [Signature]
Its County Judge

BY _____
DEPUTY

UPSHUR COUNTY, TX.

APR 28 AM 10:46

SEIDENBERG
CLERK

APR 28 AM 10:45

DENVER COUNTY, TX.

SWANSON SERVICES CORPORATION BY _____
COMMISSARY SERVICE CONTRACT DEPUTY

THIS AGREEMENT, made this 4th day of APRIL, 2006 by and between UPSHUR COUNTY located at 405 N. Titus E. Lane hereinafter referred to as "Client and Swanson Services Corporation with principal offices located at 1133 Pennsylvania St, Denver Co 80203, hereinafter referred to as "Swanson".

WITNESS TO:

Whereas, Client desires to avail itself of Swanson's services, and Swanson desires to provide such services to Client, in consideration of mutual covenants and agreements hereto set forth; the parties intending to be legally bound, hereby agree to as follows.

SECTION ONE. CLIENTS GRANT TO SWANSON

Client grants to Swanson, as an independent contractor, the exclusive right to sell commissary products and any other items which are charged to the residents account balance; including but not limited to debit phone cards, to the residents of UPSHUR Co located at 405 N. Titus, Britton, TX, such location referenced herein as "premises" Charges, by the Client, to a resident's account for services the Client provides to such resident, are excluded from this provision.

SECTION TWO SWANSON'S RESPONSIBILITIES

A. Pursuant to the provisions of this agreement, Swanson will purchase and maintain at high standards of quality, a mutually agreed upon number and type of inventory items, at mutually agreed locations for the sales of food products, non-alcoholic beverages, tobacco products and other such articles; and will keep such inventory adequately serviced and supplied with the appropriate merchandise in good quality. Swanson warrants that initial price list is subject to ordinary price adjustment that, from time to time, is necessary due to market factors beyond the control of Swanson during the term of this agreement.

B Swanson agrees to comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment

C. All records will be kept on file by Swanson for a period of three (3) years, from the date which record is made. Upon reasonable notice, Swanson will give Client, or Client's authorized representative, the privilege of inspecting, examining and auditing, during normal business hours and with reasonable advance notice, such of Swanson's records directly relevant to clients purchases. The cost of such inspection, examination or audit shall be the sole expense of Client. Such inspections shall take place at the Swanson location where said records are normally maintained

D Shipment of orders will be FOB: ~~Bank/Inmate~~ (Ship to home)

E Only provisions contained in Swanson's proposal dated, 12/30 2005, specifically agreed to by the parties in writing, and attached as an exhibit to this agreement, are made a part of this agreement.

F Swanson agrees to provide phone support for Swanson's software on a 24 hour, 7 days per week basis

G Swanson agrees to provide OnSite hardware support and maintenance on Swanson owned hardware. After installation of Swanson Software on Client's Hardware Client agrees to compensate Swanson for direct, actual expenses related to providing support and maintenance on Client's Hardware

SECTION THREE CLIENT'S RESPONSIBILITIES

A It shall be the sole responsibility of Client to insure that Client's employees follow and adhere to the accounting system provided by Swanson, and operating procedures presented during initial training provided by Swanson. This includes, but is not limited to, balancing cash drawers, daily trust fund balancing, weekly trust fund balancing and monthly check book and bank reconciliation.

B. It shall be the sole responsibility of the Client, to train replacement or relief personnel in processing commissary, and/or in maintaining the accounting system, provided by Swanson. Under no circumstance will Swanson be responsible for the integrity of the accounts or account balances maintained by Client. Should Client request additional training and support of Swanson, such training and support will be provided at a fee, mutually agreed to in writing, by the parties.

C. Client or Client's staff will adhere to mutually agreed to time frame for commissary order and delivery procedures, where delivery to residents is provided by Swanson staff.

D Client shall promptly, and in a timely manner, notify Swanson of any changes in Client's Hardware, Software or Operating Procedures that in any way affect Swanson's hardware, software or Swanson's performance under this agreement

E If Client delivers orders to the inmate Client will accurately account for and deliver commissary orders shipped by Swanson, notifying Swanson immediately of any discrepancy

F. With any interface. Client will insure that Client's Hardware or Software in no way results in the disruption of Swanson's Hardware or Software operating systems, files or file structure

SECTION FOUR FINANCIAL ARRANGEMENTS

A. Client agrees to reimburse Swanson each week for all purchases from Swanson.

B. ~~Client~~ Swanson (Strike One) is responsible for the payment of any sales fees, or other taxes levied against the sales or performance under this contract

C. Swanson agrees to remit any payments due Client within fifteen (15) days following the end of Swanson's fiscal accounting period

D. Swanson agrees to remit to CP Shua Lu a commission in the amount of (33%) Thirty Three percent on net commissary sales. Net commissary sales are defined as gross sales less sale taxes, stamped sales, indigent sales or any other items sold at or near cost

E. Nothing in this agreement shall allow either party to withhold or refuse payment of any money due the other party.

SECTION FIVE: INDEMNIFICATION AND INSURANCE

A. The parties shall indemnify each other against any loss, damage, injury or death, caused by the negligent acts or omissions by their agents or employees, for losses, damages, injuries or death caused by their negligence and arising out of the consumption or use of the products sold or services provided. However nothing contained herein shall require the parties to defend or indemnify each other for losses, damages, injuries or death arising out of the negligence of their respective agents or employees

B. The party's obligation to hold each other harmless, pursuant to the Agreement, shall be dependent upon promptly notifying each other in writing of any such claims or lawsuits against either Swanson or Client, in no event, later than thirty (30) days after the date of first receiving notice of such claim or lawsuit. Failure of either party receiving such notification, to notify the other party of any such claim or lawsuit within said thirty (30) day period, shall relieve that party of any and all responsibility and liability under the Agreement to indemnify and hold harmless

SECTION SIX EMPLOYEES

A. Parties to this Agreement recognize that employees of Client are not employees of Swanson and employees of Swanson are not employees of Client.

B. During the term of this Agreement, and for a period of two (2) years from the termination of this agreement, including any renewal or extension of this agreement; the parties agree not to hire, and not to offer to hire, any employee or former employee of the other party, without the express written consent of that party

SECTION SEVEN: COMMENCEMENT

This Agreement shall become effective as of the commencement date of service, and shall remain in effect for Five (5) years, unless sooner terminated as herein provided. The commencement date of this contract shall be APRIL 4 2006 (It shall thereafter renew itself automatically for similar terms until notice of termination, in writing, is given by either party by registered mail at least ninety (90) days prior to the expiration of this Agreement, or any renewal term thereof.

SECTION EIGHT. TERMINATION

A. The following may not be a cause for termination of this agreement:

- 1 Any responsibility of Client referred to in Section Three Responsibilities, of this agreement
- 2 Failure of any third party delivery service to deliver a Swanson shipment in a timely and satisfactory manner.

B. This Agreement may only be terminated under the following circumstances.

- 1 Upon mutual agreement of both Client and Swanson.
- 2 For Cause, in the following manner.

a. If either party shall refuse, fail, or be unable to perform any of the terms of this agreement for any reason, other than excused performance stated in other sections of this agreement. The party claiming such failure shall give the other party written notice of such breach listing the event and necessary documentation supporting such breach

b. Within 30 days, both parties shall meet and discuss the claimed breach, and set forth a mutually agreed upon resolution to such breach, and the time-line for correcting such breach in a manner satisfactory to both parties. Such resolution and time-line must be in writing, agreed to and signed by both parties

c. If, a mutually agreeable resolution is not achieved, or if at the end of such time line, the agreed upon resolution and time-line are not being met, the injured party may cancel this agreement effective ten days (10) after the end of said agreed time line, or failure to mutually agree to a resolution.

C Mitigated Damages:

1. Client agrees that Swanson must expend considerable time and resources in the implementation, training and execution of this agreement and that cancellation, for any reason, prior to completing the full term of this agreement, will result in Swanson suffering substantial losses

2. In the event of any cancellation or de facto cancellation, (whereby Swanson is hindered in any way, or not allowed to perform and be paid for services to the fullest extent and intent of the agreement), Client agrees that Swanson shall be entitled to mitigated damages. Such mitigated damages are established as being equal to five (5) percent of the sales remaining to be realized under this agreement

Unrealized sales shall be determined by calculating the highest weekly sales average experienced in the preceding twelve months. Such annual sales average shall be utilized in determining the total sales for the remaining years or portions of years of the term of this agreement or extensions thereof

In an agreement that has optional or renewal or extension terms, any and all such terms shall be deemed to be part of the total term, in calculating the remaining term of this agreement. Such mitigated damages shall be paid to Swanson within five business days following date of termination

3. Should Client fail to compensate Swanson for its Sales and/or any mitigated damages outlined herein, Swanson shall be entitled to one and one-half (1.5%) percent interest, per month on any outstanding balance owed Swanson. Further, Client shall be responsible for all costs Swanson may incur in collection of such balance including, but not limited to, reasonable collection and/or attorney's fees

SECTION NINE: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties, that subject to applicable terms and conditions set forth in the direct sales to client financial arrangement, if such is used, an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement; that employees of Swanson are not nor shall be deemed to be employees of Client; and that employees of Client are not nor shall they be deemed to be employees of Swanson

SECTION TEN: SWANSON'S TITLE TO THE SOFTWARE AND HARDWARE

A. All software installed by Swanson pursuant to the Agreement is proprietary, copyrighted and a patent application on file with regard to not only the software, but also the operating technology involved in Swanson's services. This software and technology shall at all times, remain the property of Swanson, with title and all rights vested in Swanson. Client shall have no property interest in said software and technology and shall at all times protect such software and technology from copying, removal, tampering with, or disclosure to other persons or companies, without the express, written consent of Swanson.

B. All hardware installed by Swanson shall remain the property of Swanson, unless purchased by Client.

C. All Maintenance, repair, or replacement of hardware shall be the responsibility of: ~~Client/Swanson (State/Client)~~

SECTION ELEVEN: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, State, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period of such suspension of performance of duties hereunder

SECTION TWELVE: ASSIGNMENT

Neither Swanson nor Client may assign or transfer this Agreement, or any part thereof, without the express written consent of the other party

SECTION THIRTEEN ENTIRE AGREEMENT, WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Commissary Services, and there are no other or further written, or oral, understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized officers of Swanson and Client. This Agreement supersedes all other agreements between the parties for the provision of Services outlined herein.

SECTION FOURTEEN: NOTICES

All notices to Client shall be addressed to

Upshur County Sheriff's Office
405 N. Titus Street
Wilmer, TX 75644

All notices to Swanson shall be addressed to.

Swanson Services Corporation
1133 Pennsylvania St
Denver, Co 80203

SECTION FIFTEEN: GOVERNING LAW

This Agreement shall be governed by the laws of the State of TEXAS

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals of the day and year first above written.

Dean Fowler

By: _____

TITLE Upshur County Judge

Dean Fowler
(TYPED NAME OF OFFICIAL SIGNING)

SWANSON SERVICES CORPORATION

By: Clay Kling

TITLE VP. of Operations

Clay Kling
(TYPED NAME OF OFFICIAL SIGNING)

CONTRACT NO. UC-001

PROJECT DESCRIPTION: NETWORK AUDIT PROJECT TR 28 AM 10: 45

UPSHUR COUNTY (the "Company") hereby contracts with HUBBARD COMMUNICATIONS GROUP, INC (the "Contractor") to perform the Work identified herein pursuant to the terms and conditions contained in this document (the "Agreement") This Agreement is effective as of the latter of the Acknowledgement or Final Approval date (the "Effective Date")

DEPUTY

DEFINITIONS

In this Agreement, the term "Vendor" shall mean any local telephone company, long distance carrier, wireless phone company, internet service provider, and other supplier of telecommunications services to the Company

In this Agreement, the term "Savings" shall mean

- (a) All amounts for services for which the Company was charged by any Vendor as of the Effective Date that, as a result of the Contractor's performance of the services under this agreement, as defined herein, are reduced, transferred, eliminated, or refunded on or after the Effective Date, including disconnects, feature changes, network redesign, operations changes, fraud and abuse reduction, contract renegotiations with Vendors and/or any alternate service, and including taxes, surcharges and fees and
- (b) All amounts that the Company agrees to be included in the definition of Savings, and including taxes, surcharges and fees

SCOPE OF WORK

The Contractor shall perform services as set forth in the attached Exhibit A (the "Services")

FEE COMPENSATION

The Company shall pay to the Contractor amounts equal to 50% of all Refunds and 50% of first year annualized Savings (the "Fees") The annualized amount including loadings for each component of Savings shall be calculated beginning on the date such component of Savings began and ending twelve months later The Contractor shall deliver to the Company an invoice at end of Project describing the Fees payable by the Company to the Contractor for work performed and savings obtained during that period The Company shall pay invoiced Fees upon receipt of invoice Customer portion of Savings normally begins in the fifth month after implementation of approved changes Any amounts not paid within thirty days after receipt of invoice will incur a 5% late payment charge

RECOMMENDATIONS

Company may decline to implement any or all recommendations made by Contractor during the term of the contract, and Company is not responsible for any payment to Contractor for any Fees associated with its decision to not implement any or all recommendations Should Company, after Company and Contractor mutually agree in writing that the Network Audit Project is complete as outlined according to the terms herein, implement any or all recommendations made by Contractor up to a term of two years from completion date, then Company agrees to pay Contractor Fees for those changes made by Company

EXPENSES

All expenses, directly relating to the project and mutually agreed necessary, incurred by the Contractor shall be reimbursed to the Contractor The Company shall be obligated to pay for installation/service order charges, location and identification charges, duplicate bills, bill copies, service records, equipment purchases, charges incurred for early termination of contracts with Company providers or any other one-time charges incurred as a result of service changes The

Company shall reimburse, indemnify, and hold harmless the Contractor for any such charges and expenses incurred by the Contractor on Company's behalf

TERMINATION

This Agreement shall terminate thirty (30) days after either party gives to the other party written notice of termination, at any time with or without cause delivered via certified mail return receipt requested and first class mail. The termination of this Agreement does not affect the determination of Fees. The termination of this Agreement shall not affect or terminate the obligation of the Company to pay accrued and unpaid Fees and related penalties.

OWNERSHIP OF WORK PRODUCT

The Contractor shall own all right, title and interest in and to all work product produced in the course of performing the Services, such as any databases, spreadsheets, compilations, analyses, reports, and other data derived from the Services (the "Work Product"), until all Fees, penalties and expenses have been fully paid. Possession of Work Product by the Company does not entitle the Company to use the Work Product in any way without the written consent of the Contractor. If the Company derives any benefit from the unauthorized use of the Work Product, the Contractor shall be entitled to compensation for such benefits received by the Company. Upon full payment of all Fees, penalties and expenses, the Contractor and the Company shall each own undivided equal right, title and interest in and to the Work Product.

SERVICE IMPROVEMENTS

Contractor may, as a result of the Network Audit Project, make recommendations that improve throughput, quality and/or reliability of Company's telecommunications services which are outside the scope of the Project. These recommendations may or may not result in an increase in Company's monthly expenditures. Should Company accept recommendations, expenditure increases are not to be included in Savings.

COMPANY INDEMNIFICATION

The Company indemnifies and holds harmless the Contractor for all damages, costs, and expenses or other liability related to the injury to person or damage to property of any of the Contractor's agents, subcontractors, and representatives in the course of performance of the Services suffered at any facility or property owned or controlled by the Company and arising from any negligence, gross negligence, strict liability, intentional act, or omission of the Company or any of its agents, employees, or representatives.

WAIVER OF LIABILITY

The Company acknowledges that changes to the Company's telecommunications services may result in temporary disruptions in the telecommunications and/or computer systems. The Company also acknowledges that the Contractor does not and cannot be reasonably expected to have a complete understanding of the Company's computer and telecommunications systems or vendor orders that are entered in error or worked in error. Therefore, the Company shall be solely responsible for evaluating and determining the effect of changes to the Company's telecommunications and computer system, and the Company waives all claims against the Contractor related to any disruptions to the Company's computer or telecommunications systems resulting from the performance of the Services.

CONFIDENTIALITY

To the extent permitted by law, the parties shall maintain the confidentiality of this Agreement and as such, this Agreement and its terms may not be discussed without the express written consent of the parties, or as required by law. Company agrees to be a reference for Contractor and to allow Contractor to cite project savings and refunds in Contractor materials.

GENERAL TERMS

The prevailing party to any suit relating to this Agreement shall be entitled to recover from the other party all reasonable and necessary attorney fees, costs of court and expenses of litigation.

This Agreement is performed in part in Upshur County, Texas, and shall be governed by Texas law. Any suit related to this Agreement shall be filed in a court having jurisdiction over Upshur County, Texas.

If a court deems any part of this Agreement unenforceable, the remaining parts of this Agreement shall remain enforceable and shall be performed.

Any notice to the parties required by this Agreement shall be delivered via certified mail return receipt requested and first class mail to the following addresses, unless changed in writing.

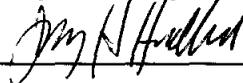
To the Contractor
Hubbard Communications Group, Inc
1800 Lorraine Ave
Allen, TX 75002

To the Company
Upshur County
405 Titus Street
Gilmer, TX 75644

This Agreement supercedes any agreements made prior to the Effective Date between the parties related to the subject matter of this Agreement.

This Agreement may be amended only by written consent of both Contractor and Company.

CONTRACTOR HEREBY ACKNOWLEDGES
ACCEPTANCE OF THIS CONTRACT

By: 
Name: Jerry H. Hubbard
Title: President
Date: 4-13-06

THIS CONTRACT IS ISSUED ON BEHALF OF
COMPANY (FINAL APPROVAL)

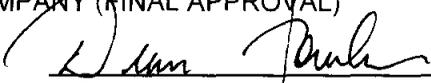
By: 
Name: DEAN FOWLER
Title: UPSHUR COUNTY JUDGE
Date: APRIL 12, 2006

EXHIBIT A

HUBBARD COMMUNICATIONS GROUP, INC. NETWORK AUDIT PROJECT SCOPE

The Contractor shall perform the following services

- 1 Build a complete telecommunications inventory constructed from billing information and vendor service records to determine if the Company is using the specified service and if the Company is being charged the correct amount for each service
- 2 Identify erroneous telecommunications bills and circuits no longer needed in order to reduce telecommunications expenditures
- 3 Insure that any unused services are disconnected or discontinued
- 4 Work with both the vendor and the Company to insure erroneous charges are discontinued and proper credit is received
- 5 Examine local telecommunications services to determine services being charged but not delivered Conduct traffic study(s) to determine whether a location is under/over trunked
- 6 Examine long distance and toll free usage to determine calling patterns and true cost per minute for this service Compare apparent cost per minute to true or actual cost per minute, including plan charges, fees, surcharges and other fixed costs
- 7 Examine leased circuits for correct mileage, features, end point charges and tariff applicability to correct overcharges and insure best pricing
- 8 Examine internet access as to Internet Service Provider (ISP), access charges and methods to determine correct cost and available upgrade options that would reduce cost and improve performance Review web-hosting costs and make recommendations for improvements
- 9 Examine wireless account plans as to utilization of total minutes used and review taxes, fees and surcharges to insure correct charges
- 10 Review directory advertisement/listings for value and accuracy
- 11 Examine all charges associated with 911 emergency services and make any recommendations to reduce costs and eliminate unnecessary services
- 12 Examine long term contracts to insure favorable terms for the Company and renegotiate any contract found unfavorable
- 13 Review other areas such as, but not limited to, Pagers, Directory Assistance Calls and Long Distance Fraud and Abuse
- 14 Insure that any changes to telecommunications services are implemented with the vendor and managed to completion by the Contractor Company involvement in this process should be kept to a minimum
- 15 Identify any additional telecommunications costs and services that should be audited but not included in this project

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2006

PRODUCER (806)792-5564 FAX (806)792-9344
 Sanford Insurance Agency
 6303 Indiana
 P.O. Box 64790
 Lubbock, TX 79464

INSURED Spade Ranches, Ltd.
 4412 74th Suite 101 A
 Lubbock, Texas 79424

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Union Standard	
INSURER B	Texas Mutual Insurance Co.	
INSURER C	Union Standard Lloyds	
INSURER D		
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CFM4148528	05/01/2006	05/01/2007	EACH OCCURRENCE	\$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 500,000
					GENERAL AGGREGATE	\$ 1,000,000
					PRODUCTS - COMPI/OP AGG	\$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	CAA4148495	05/01/2006	05/01/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY AGG	\$
C	EXCESS/UMBRELLA LIABILITY	CUA4155147	05/01/2006	05/01/2007	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF-0010042903	04/01/2006	04/01/2007	WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT	\$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE	\$ 1,000,000
					E L DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 REGARDING 17,714 ACRES IN SHERROCKMORTON & BAYLOR COUNTIES, TX

APR 28 AM 10:15
 DEPUTY

CERTIFICATE HOLDER

CANCELLATION

County of Upshur and State of Texas
 County Judge
 P.O. BOX 790
 GILMER, TX 75644

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE: *Douglas Sanford*
 Douglas Sanford

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

MONTHLY REPORT
FOR AD VALOREM TAXES AND FEES
MARCH 2006

CURRENT TAXES	\$	170,398.63
DELINQUENT TAXES	\$	25,006.57
PENALTY & INTEREST	\$	27,337.38
ATTORNEY FEES COLLECTED	\$	6,001.17
TAX CERTIFICATES & FEES	\$	1580.64
RETURN CHECK FEES	\$	50.00
BEER & ALCOHOL FEES	\$	765.00
VOTER LIST	\$	0.00
MISCELLANEOUS FEES	\$	2.50
MANUAL DISTRIBUTION	\$	0.00
VARIANCE	\$	-10.28
FEDERAL FLOOD CONTROL	\$	0.00
ENTITIES COLLECTIONS FEES	\$	0.00
TEX	\$	0.00
TOTAL COLLECTIONS	\$	231,131.61

AD VALOREM INTEREST	\$384.75
TXDOT	\$394.75

RECEIVED
TARRANT COUNTY, TX.
FEB 28 AM 10:45
DEPUTY CLERK

MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY

Collected by **Micheal L. Smith**, Tax Assessor-Collector of Upshur County
 During the month of **MARCH 2006**
 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 March 2006 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 TAXES	\$170,398 63	\$14,143 89	\$486 84	-9 90			\$185,019 46
DELINQUENT	\$25,006 57	\$13,193 49	\$5,514 33	- 38			\$43,714 01
PRIOR TO 1982 ATTORNEY FEES NOT COLLECTED							
TOTAL	\$195,405 20	\$27,337 38	\$6001 17	-10 28			\$228,733 47

MICHAEL L. SMITH
 DEPUTY TAX ASSESSOR-COLLECTOR
 UPSHUR COUNTY, TX.
 APR 28 AM 10:45
 DEPUTY

Micheal L. Smith
 TAX ASSESSOR-COLLECTOR, UPSHUR COUNTY, TEXAS
 Sworn to and subscribed before me this
13th day of April, 2006

Robin Rodenberg
 COUNTY CLERK, UPSHUR COUNTY TEXAS

Pay Delinquent Tax Attorney \$ 6,001 17

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

Monthly Collection Totals for all years
All Patches from 02/01/2003 thru 03/31/2006

(2 of 2) MONTHLY COLLECTION

YEAR	ITEMS	LEVY RAB	LEVY IAS	TAX DUE	DISC / PRT	ATTORNEY	FEE	AMOUNT PAID	AMOUNT DUE	VAR/ANCE
1969	1	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1970	1	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1971	1	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1972	1	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1973	1	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1974	1	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1975	1	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1976	1	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1977	1	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1978	1	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1979	1	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1980	2	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1981	1	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1982	2	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1983	8	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1984	6	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00
1985	12	21 25	0 00	21 25	53 %	11 28	0 00	86 49	86 49	0 00
1986	17	72 50	0 00	72 50	175 47	37 19	0 00	285 16	285 16	0 00
1987	15	61 32	11 58	73 00	167 91	36 13	0 00	277 04	277 04	0 00
1988	22	166 52	25 91	192 43	419 50	91 79	0 00	703 72	703 72	0 00
1989	25	191 44	27 96	219 40	451 97	100 71	0 00	772 08	772 08	0 00
1990	16	231 32	31 14	262 46	509 15	115 73	0 00	887 34	887 34	0 00
1991	13	174 17	24 69	198 86	361 94	84 11	0 00	644 91	644 91	0 00
1992	19	69 02	0 99	70 01	132 63	31 59	0 00	242 23	242 23	0 00
1993	17	96 57	11 94	108 03	170 67	41 02	0 00	320 52	320 52	0 00
1994	23	79 06	8 87	88 73	129 53	32 73	0 00	250 99	250 99	0 00
1995	26	313 37	17 66	331 03	443 62	116 20	0 00	890 85	890 85	0 00
1996	27	143 97	13 54	157 31	189 40	50 43	0 00	397 14	397 14	0 00
1997	35	437 97	37 88	475 80	523 36	149 88	0 00	1149 04	1149 04	0 00
1998	48	492 13	50 24	542 42	531 46	161 05	0 00	1234 93	1234 93	0 00
1999	48	1146 04	0 00	1146 04	985 73	319 79	0 00	2451 56	2451 56	0 00
2000	50	1530 80	199 26	1730 06	1277 32	451 19	0 00	3458 57	3458 57	0 00
2001	72	1400 32	147 18	1547 50	957 94	375 80	0 00	2881 24	2881 24	0 00
2002	112	3312 14	373 36	3685 50	1770 75	768 63	0 00	6224 88	6224 88	0 00
2003	138	4232 27	214 56	4446 83	1709 18	910 07	0 00	7266 06	7266 06	-0 02
2004	547	8289 15	540 26	8829 41	2232 00	1628 21	0 00	13289 26	13289 62	-0 36
2005	5155	137573 77	10824 86	170398 63	14143 89	486 84	0 00	185019 46	185029 36	-9 90
Entity 230	6459	182735 92	12669 28	195405 20	27337 38	6001 17	0 00	228733 47	228743 75	-10 28

YR	ORIG ADJ	TAX CHG	TAX DUE	NEW ADJ TAX	TAX PAID	DISC/P&I	ATT FEL	KEY PAID	AMOUNT PAID	VARIANCE
41	0 13	0 00	0 13	0 13	0 00	0 00	0 00	0 00	0 00	0.00
49	1 27	0 00	1 27	1 27	0 00	0.00	0.00	0 00	0 00	0.00
50	1 28	0 00	1 28	1 28	0 00	0 00	0 00	0 00	0 00	0 00
51	2 88	0 00	2 88	2 88	0.00	0 00	0 00	0 00	0 00	0 00
52	3 83	0 00	3 83	3 83	0 00	0 00	0.00	0 00	0 00	0.00
53	1 28	0 00	1 28	1 28	0.00	0 00	0 00	0.00	0 00	0 00
54	1 28	0.00	1.28	1.28	0 00	0.00	0 00	0 00	0 00	0 00
55	1 73	0 00	1.73	1.73	0 00	0.00	0.00	0 00	0 00	0.00
56	1 73	0 00	1 73	1 73	0 00	0 00	0 00	0 00	0 00	0.00
57	1.87	0 00	1 87	1 87	0 00	0 00	0 00	0 00	0 00	0 00
58	1 43	0 00	1 43	1 43	0 00	0.00	0 00	0 00	0.00	0 00
59	4 74	0 00	4 74	4 74	0 00	0 00	0 00	0 00	0 00	0 00
60	4 10	0 00	4.10	4.10	0 00	0 00	0.00	0 00	0.00	0.00
61	4 97	0 00	4 97	4 97	0 00	0 00	0 00	0 00	0 00	0.00
62	4 92	0 00	4 92	4 92	0 00	0 00	0.00	0.00	0.00	0.00
63	9 64	0 00	9 64	9 64	0 00	0.00	0.00	0.00	0 00	0.00
64	10 11	0 00	10.11	10.11	0 00	0 00	0.00	0 00	0 00	0.00
65	24 43	0.00	24 43	24 43	0 00	0.00	0 00	0 00	0 00	0.00
66	10 01	0 00	10.01	10.01	0.00	0.00	0.00	0 00	0.00	0.00
67	29 84	0.00	29 84	29 84	0 00	0 00	0.00	0 00	0 00	0.00
68	38 84	0 00	38 84	38 84	0 00	0 00	0 00	0.00	0 00	0 00
69	60 44	-4 12	56 32	56 32	0 00	0 00	0 00	0 00	0 00	0.00
70	64 30	-4 12	60 18	60 18	0 00	0 00	0 00	0 00	0 00	0 00
71	38 30	-4 12	34 18	34 18	0 00	0 00	0 00	0 00	0 00	0 00
72	62 03	-4 13	57 90	57 90	0 00	0 00	0.00	0.00	0 00	0.00
73	27 61	-4 13	23 48	23 48	0 00	0 00	0 00	0 00	0.00	0 00
74	39 01	-4 13	34 88	34 88	0 00	0 00	0 00	0 00	0.00	0 00
75	68 27	0 00	68 27	68 27	0 00	0 00	0.00	0 00	0 00	0 00
76	57 50	0.00	57 50	57 50	0.00	0 00	0 00	0 00	0.00	0.00
77	60 35	0 00	60 35	60 35	0.00	0 00	0.00	0 00	0 00	0.00
78	59 10	-0 13	58 97	58 97	0 00	0 00	0 00	0.00	0 00	0.00
79	79 49	-0 13	79 36	79 36	0.00	0 00	0.00	0 00	0 00	0.00
80	118 06	-0 38	117 68	117 68	0 00	0.00	0 00	0 00	0.00	0 00
81	459 11	-13.18	445 93	445 93	0 00	0 00	0.00	0 00	0.00	0.00
82	2894 39	-8.06	2885 33	2885 33	0 00	0 00	0.00	0 00	0 00	0.00
83	5737 14	-64 13	5673 01	5673 01	0 00	0 00	0.00	0 00	0 00	0.00
84	10477 26	-384 84	30092 42	30092 42	0 00	0 00	0.00	0 00	0 00	0 00
85	18694 37	-409 78	38284 59	38284 59	21 75	53.96	11 28	86.49	86 49	0.00
86	30978 60	-728 39	30250 21	30250 21	72 50	175 47	37 19	285.16	285 16	0.00
87	30721 14	-357 41	30363 73	30363 73	73 00	167 91	36 13	277.04	277 04	0 00
88	28040 27	-303 06	27737 16	27737 16	192 43	419.50	91.79	703 72	703 72	0 00
89	30136 27	-523 15	29613 12	29613 12	219 40	451.97	100 71	772.08	772 08	0 00
90	32102 79	-258 00	31844 79	31844 79	262 46	509 15	115 73	887 34	887 34	0.00
91	35723 22	-295 55	35427 67	35427 67	198 86	361.94	84.11	644.91	644 91	0 00
92	39730 30	-372 22	39358 08	39358 08	78 01	132 63	31 59	242.23	242 23	0.00
93	46803 64	-356 56	46447 08	46447 08	108.03	170 67	41.82	320 52	320 52	0 00
94	53700 78	-431.18	53269 60	53269 60	88 73	129.53	32 73	250 99	250 99	0 00

YR	ORIGINAL TAX	CHG TAX DUE	NEW ADJ TAX	ZCDL	PAID TAX # PAID	DISC/P&I	ATT FEE	AMOUNT PAID	VARIANCE	UNPAID TAX # UNPAID
41	0.13	0.00	0.13	0	0.00	0.00	0.00	0.00	0.00	0.13
49	1.27	0.00	1.27	0	0.00	0.00	0.00	0.00	0.00	1.27
50	1.28	0.00	1.28	0	0.00	0.00	0.00	0.00	0.00	1.28
51	2.88	0.00	2.88	0	0.00	0.00	0.00	0.00	0.00	2.88
52	3.83	0.00	3.83	67	2.55	11.44	2.10	16.09	0.00	1.28
53	162.51	-161.23	1.28	0	0.00	0.00	0.00	0.00	0.00	1.28
54	107.54	-106.26	1.28	0	0.00	0.00	0.00	0.00	0.00	1.28
55	1.73	0.00	1.73	0	0.00	0.00	0.00	0.00	0.00	1.73
56	1.73	0.00	1.73	0	0.00	0.00	0.00	0.00	0.00	1.73
57	1.87	0.00	1.87	0	0.00	0.00	0.00	0.00	0.00	1.87
58	1.43	0.00	1.43	0	0.00	0.00	0.00	0.00	0.00	1.43
59	4.74	0.00	4.74	0	0.00	0.00	0.00	0.00	0.00	4.74
60	4.10	0.00	4.10	0	0.00	0.00	0.00	0.00	0.00	4.10
61	27.10	-22.13	4.97	0	0.00	0.00	0.00	0.00	0.00	4.97
62	4.92	0.00	4.92	0	0.00	0.00	0.00	0.00	0.00	4.92
63	13.44	-3.80	9.64	49	4.75	7.67	0.00	12.42	0.00	4.89
64	13.91	-3.80	10.11	52	5.22	19.65	3.73	28.60	0.00	4.89
65	28.23	-3.80	24.43	21	5.22	19.34	3.68	28.24	0.00	19.21
66	14.57	-4.56	10.01	63	6.27	22.85	4.37	33.49	0.00	3.74
67	35.51	-5.67	29.84	18	5.38	19.01	3.66	28.05	0.00	24.46
68	50.42	-11.58	38.84	73	28.50	103.44	0.00	131.94	0.00	10.34
69	73.32	-17.00	56.32	51	28.50	101.73	0.00	130.23	0.00	27.82
70	75.13	-14.95	60.18	82	49.21	168.76	13.43	231.40	0.00	10.97
71	49.13	-14.95	34.18	61	20.71	69.27	13.50	103.48	0.00	13.47
72	77.80	-19.90	57.90	36	20.71	68.03	13.31	102.05	0.00	37.19

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	-12.46	23.48	0	0.00	0.00	0.00	0.00	0.00	23.48
74	57.60	-22.72	34.88	33	11.40	34.94	6.95	51.29	0.00	23.48
75	93.10	-24.83	68.27	25	17.10	51.39	10.27	78.76	0.00	51.17
76	85.42	-27.92	57.50	30	17.10	50.36	10.12	77.58	0.00	40.40
77	70.76	-10.41	60.35	33	19.95	57.81	11.66	89.42	0.00	40.40
78	176.61	-117.64	58.97	40	23.70	68.41	13.81	105.92	0.00	35.27
79	197.00	-117.64	79.36	28	21.96	60.84	12.42	95.22	0.00	57.40
80	283.04	-165.36	117.68	38	44.37	104.40	22.32	171.09	0.00	73.31
81	2798.72	-2352.79	445.93	40	176.62	449.85	75.20	701.68	0.01	269.31
82	3724.12	-838.79	2885.33	52	1496.67	3701.50	774.50	5972.52	-0.15	1388.66
83	6961.63	-1288.62	5673.01	79	4504.40	4404.46	929.61	9837.48	-0.99	1168.61
84	36214.16	-6121.74	30092.42	10	2989.89	6598.75	1425.57	11014.17	-0.04	27102.53
85	47650.31	-9365.72	38284.59	16	6217.63	9092.20	2133.49	10240.52	-2.80	32066.96
86	38535.93	-8285.72	30250.21	20	6145.05	11845.79	2648.71	20995.23	355.68	24105.16
87	35990.39	-5626.66	30363.73	22	6569.00	12047.14	2680.65	21478.40	181.61	23794.73
88	31444.92	-3707.76	27737.16	26	7145.32	12663.43	2905.96	22727.27	12.56	20591.84
89	31456.64	-3843.52	29613.12	31	9044.00	15182.32	3570.30	27897.06	100.44	20569.12
90	35328.38	-3483.59	31844.79	37	11714.68	17961.66	4356.75	34049.11	16.02	20130.11
91	40157.79	-4730.12	35427.67	39	13703.77	19303.43	4854.79	37862.23	0.24	21723.90
92	44639.95	-5281.87	39358.08	43	17079.14	20785.35	5581.09	41445.86	0.28	22278.94
93	51233.79	-4786.71	46447.08	49	22700.84	26788.83	7255.78	56745.49	0.04	23746.24
94	58723.89	-5454.29	53269.60	50	26561.91	28136.30	7963.82	62661.82	-0.21	26707.69
95	79457.51	-6334.51	73123.00	54	39613.09	47749.08	11376.59	89738.37	-0.39	33509.91
96	97147.33	-6584.56	90562.77	60	54298.38	44403.90	14357.06	113221.61	162.27	36264.39
97	122849.57	-8115.98	114733.59	62	71697.57	51049.36	17639.32	140392.73	6.48	43036.02

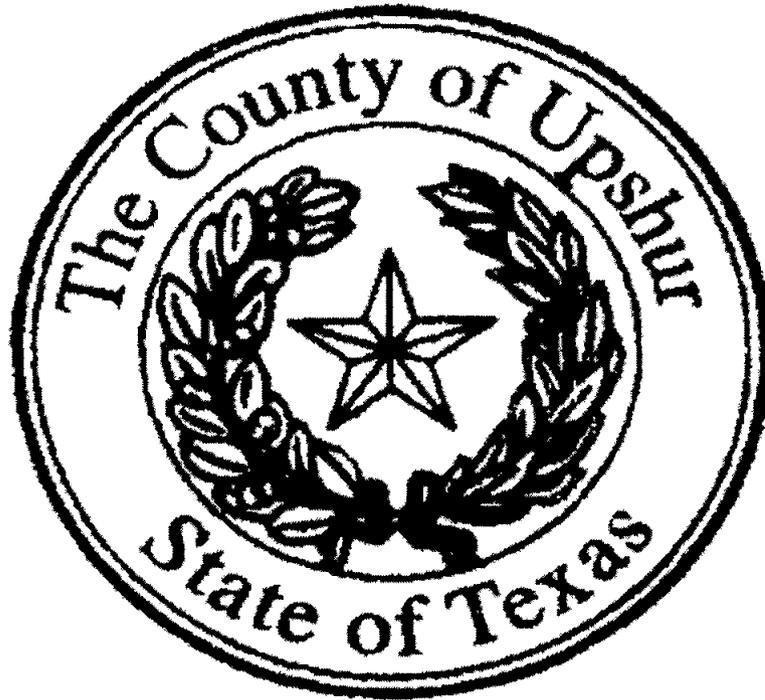
YR	ORIGINAL TAX	CHG TAX DUE	NEW ADJ TAX	ZCDL	PAID TAX # PAID	DISC/P&I	ATT FEE	AMOUNT PAID	VARIANCE	UNPAID TAX # UNPAID
98	151045 32	-7897 41	143147 91	64	91189 88 1947	58089 02	21847 45	171126 52	0.17	51958 03 2818
99	208551 63	-16843 11	191708 52	68	130091 75 2684	68509 82	28520.02	227212.63	91 04	61616.77 3491
00	308308 85	-14801 87	293506.98	71	209732 37 5701	89062 96	42782.99	344073.63	2495 31	83774 61 3682
01	549494 66	-16760 45	532734 21	81	431347 01 12599	116161 01	70402 68	619318.77	1417 67	101397.20 3891
02	7607779 34	-24356 62	7583422.72	98	7443581 09 84714	149251 97	67295 17	7662425.43	2297 20	139841.63 4852
03	7404592 58	-37198 66	7367393 92	98	7190923 49 106972	120464 43	49238.46	7360945 95	320.57	176470 43 7455
04	8085286.33	10208 39	8095494 72	97	7957166 33 115061	103658.62	37890.69	7998914 02	198.38	238378.39 5096
05	8242935 26	-12049.55	8230885 71	92	7578242 25 115998	30938 01	1546.19	7615221 84	4495 39	652643.46 10952
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CURRENT ROLL	CURRENT MTD	CURRENT YTD
Current Taxes Collected	170,398.63	7,578,242.25
M&B Collected	159,571.89	7,096,834.60
I&S Collected	10,824.77	481,404.37
Penalty and Interest	14,143.89	30,938.01
M&B Pen and Int	13,245.08	28,472.39
I&S Pen and Int	898.81	1,965.62
Attorney Fees	486.84	1,546.19
Overage	<9.90>	4,495.39
Total Funds Collected	185,019.46	7,615,221.84
2005 Tax Levy Roll		8,242,935.26
Supplements	<11,177.72>	<12,049.55>
Adjusted Tax Levy Roll		8,230,885.71
Prior Month Taxes Collected	7,407,843.62	
Current Month Taxes Collected	170,398.63	
Total Taxes Collected		7,578,242.25
Balance of Current Roll		652,643.46
/ of Current Roll Collected		97.0708

DELINQUENT ROLL	CURRENT MTD	CURRENT YTD
Delinquent Taxes Collected	25,006.57	175,874.86
M&B Collected	23,162.09	163,146.17
I&S Collected	1,844.42	12,727.29
Penalty and Interest	13,193.49	81,044.45
M&B Pen and Int	12,108.74	74,867.90
I&S Pen and Int	1,084.75	6,376.55
Attorney Fees	5,514.33	37,841.65
Overage	<0.38>	<3.09>
Total Funds Collected	43,714.01	294,757.87
Delinquent Tax Levy Roll		1,433,372.14
Supplements	<8,879.01>	<25,119.32>
Adjusted Tax Levy Roll		1,408,252.82
Prior Month Taxes Collected	150,868.29	
Current Month Taxes Collected	25,006.57	
Total Taxes Collected		175,874.86
Balance of Delinquent Roll		1,232,377.96
/ of Delinquent Roll Collected		12.4889

=====
 Total Tax Outstanding 1,885,021.42

Upshur County, Texas



**INVESTMENT POLICY
AND
PROCEDURES
2006-2007**

**DEAN FOWLER
County Judge**

**JAMES CRITTENDEN
Commissioner, Precinct #1**

**JOE E. FERGUSON
Commissioner, Precinct #2**

**LLOYD CRABTREE
Commissioner, Precinct #3**

**GARY DRENNAN
Commissioner, Precinct #4**

06 APR 28 AM 10:42
UPSHUR COUNTY, TX.
BY _____
OFFICE
FERGUSON

UPSHUR COUNTY INVESTMENT POLICY RESOLUTION

STATE OF TEXAS

COUNTY OF Upshur County

BE IT REMEMBERED AT A MEETING OF Commissioners Court of Upshur County, Texas, held on the 28th day of April, 2006, on motion made by JOE FERGUSON, Commissioner of Precinct No. 2, and seconded by LLOYD CRABTREE, Commissioner of Precinct No. 3, the following Investment Policy was reviewed.

ORDERED this 28 day of APRIL, 2006



DEAN FOWLER, COUNTY JUDGE



COMMISSIONER JAMES CRITTENDEN, PRECINCT # 1



COMMISSIONER JOE FERGUSON, PRECINCT # 2



COMMISSIONER LLOYD CRABTREE, PRECINCT # 3



COMMISSIONER GARY DRENNAN, PRECINCT # 4

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06 APR 28 AM 10:42
UPSHUR COUNTY, TX.
BY _____ DEPUTY

UPSHUR COUNTY INVESTMENT POLICY

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- (B) Delegation of Investment Authority
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FILED
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CLERK
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UPSHUR COUNTY, TX.
DEPUTY

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- (A) Depository Bank
- (B) Broker/Dealer/Pool (s)
- (C) Pool (s)

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- (E) Safekeeping
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UPSHUR COUNTY INVESTMENT POLICY

I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

GENERAL STATEMENT

This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256 to define and adopt a formal investment policy. This policy will be reviewed and adopted by resolution at least annually according to Section 2256.005 (e).

FUNDS INCLUDED

This investment policy applies to all financial assets of all funds of Upshur County, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is a violation of any depository contract between Upshur County and any depository bank.

UPSHUR COUNTY, TEXAS
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DEPUTY TREASURER
JENNIFER ETK

COUNTY'S INVESTMENT OFFICER

In accordance with Sec. 116.112 (a), Local Government Code and/or Chapter 2256, sec. 2256.005 (f) and (g), the County Treasurer, under the direction of the Commissioners' Court, may invest County funds that are not immediately required to pay obligations of the County. The Commissioners' Court shall designate, by resolution, one or more officers or employees as investment officer(s).

If the investment officer(s) has a personal business relationship with an entity, or is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the County, the Investment Officer must file a statement disclosing that personal business interest or relationship, with the Texas Ethics Commission and the Commissioners' Court in accordance with Government Code 2256.005(i).

II. INVESTMENT OBJECTIVES AND PRIORITIES

GENERAL STATEMENT

Funds of the County will be invested in accordance with Federal and State laws, this investment policy and written administrative procedures. The County will invest according to investment strategies for all funds as they are adopted by Commissioners' Court resolution in accordance with Sec.2256.005 (d).

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COUNTY, TX
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MEMBERG

SAFETY OF PRINCIPAL

Upshur County is concerned about the return of its principal, therefore, safety of principal is the primary objective in any investment transaction. The secondary objective is to strive to maintain adequate liquidity through scheduled maturities of investments, to cover the cash needs of the County consistent with the objectives of this policy.

DIVERSIFICATION

It will be the policy of Upshur County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in specific maturity, a specific issuer or a specific class of investments,. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.

RATE OF RETURN

It will be the objective of Upshur County to earn the maximum rate of return allowed on investments within the policies imposed by safety and liquidity objectives, investment strategies and for each fund, and State and Federal Laws governing investment of public funds.

MATURITY

Portfolio maturities will be structured to meet the obligations of the County first and secondly, to achieve a competitive return on interest. ALL INVESTMENTS SHALL HAVE A

BY _____
COUNTY CLERK
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UPSHUR COUNTY, TX.
STENBERG
COUNTY CLERK

LEGAL STATED MATURITY OF TWENTY FIVE (25) MONTHS OR LESS.

QUALITY AND CAPABILITY OF INVESTMENT MANAGEMENT

It is the County's policy to provide training required by the Public Funds Act, Sec. 2256.008 and periodic training in investments for the County Treasurer through courses and seminars offered by professional organizations and Associations in order to insure quality, capability and currency of the County Treasurer in making investment decisions.

III. INVESTMENT STRATEGY

All operating funds of Upshur County that are invested are invested by matching the maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time.

INVESTMENT SCOPE (LEGAL AUTHORITY TO INVEST)

Texas government Code Ann., Sect. 2256.003 et seq. (vernon 1995) authorizes the Commissioners' Court to invest County Funds.

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INVESTMENT INSTRUMENTS

The Upshur County Treasurer shall use any or all of the following authorized investment instruments consistent with the governing law and this policy.

BANK INVESTMENTS

Fully collateralized Certificates of Deposit
Fully collateralized interest-bearing checking accounts

DIRECT INVESTMENTS

United States Treasury Securities
Obligations of the United States of its Agencies and Instrumentalities, with a LEGAL STATED MATURITY OF TWENTY FIVE (25) MONTHS OR LESS.

PUBLIC FUNDS INVESTMENT POOLS

Investment Pool (s) allowable under the Public Fund Investment Act and that hold a rating consistent with 2256.019 Government code.

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COUNTY, TX.
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COUNTY CLERK

IV. INVESTMENT RESPONSIBILITY AND CONTROL

METHOD OF MONITORING MARKET VALUE

Any and all DIRECT INVESTMENTS, as listed above, will be monitored for individual market value through the Wall Street Journal publication. These market values will be presented, in report form, to the Commissioners' Court and the internal auditor of Upshur County.

DELEGATION OF INVESTMENT AUTHORITY

In accordance with Sec. 2256.005 of the Public Funds Investment Act, the County Treasurer, under the direction of the Upshur County Commissioners' Court, may invest County funds that are not immediately required to pay obligations of the County. The County Treasurer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy.

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UPSHUR COUNTY, I.X.
DEPUTY

PRUDENCE AND ETHICAL STANDARDS

Upshur County uses the "Prudent Person Rule" when managing the portfolio within the applicable legal and policy constraints. The prudent person rule is restated as follows:

"Investments must be made with the judgment and care, under prevailing circumstances, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs for investment, not for speculation, considering the probable safety of their capital as well as the probable income to be derived."

LIABILITY OF AN INVESTMENT OFFICER

In accordance with Sec 113.005, Texas Local Government Code, the County Treasurer is not responsible for any loss of County funds through the failure or negligence of a depository. This section does not release the Treasurer from responsibilities for a loss resulting from the official misconduct or negligence of the Treasurer, including misappropriation of the funds, or from responsibility for funds until depository is selected and funds are deposited.

ACCOUNTING AND AUDIT CONTROL

The County Treasurer will establish liaison with the County Auditor in preparing investment forms to assist the Auditor with accounting and auditing control.

SUBJECT TO AUDIT

The County Treasurer is subject to audit by the County Auditor. In addition, it is the responsibility of the County Commissioners' Court, at a minimum, to have an annual audit of the County funds by an independent auditing firm.

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COUNTY, TX.
BY _____
DEPUTY

H. D. BERG
COUNTY CLERK

V. INVESTMENT REPORTING

MONTHLY REPORTING

In accordance with Texas Government Code, Title 10, Sec. 2256.023, the County Treasurer will report, in writing, monthly to Commissioners' Court and the County Auditor. The report shall include a detailed listing of all purchases, cased in maturities, cusip numbers and totals of all securities held as of month end report schedule.

QUARTERLY REPORTING

In accordance with Texas Government Code, Title 10, sec. 2256.023, the County Treasurer will report quarterly the portfolio statistics, listing, type, and description of investment in detail, the broker/dealer used for purchases, the yield to maturity, the stated maturity date and the previous and current market value.

VI. INVESTMENT INSTITUTIONS

DEPOSITORY BANK AND OTHER BANKING INSTITUTIONS;

Fully collateralized Certificates of Deposit and interest-bearing checking accounts shall be invested in accordance

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with DEPOSITORY CONTRACT executed by the Commissioners' Court and in compliance with V.C.T.A., Texas Local Government Code, Chapter 117.

BROKER /DEALER /POOLS

The County Treasurer shall invest County funds through the Federal Reserve Bank book entry system, consistent with federal and state law and the current Bank Depository Contract. Purchases shall be made with:

U.S. Government Security dealers appearing on the Primary Government Securities Dealers List as published by the Federal Reserve System, and recommended by the County Treasurer.

Public Fund Investment Pool(s) that are consistent with Government code Chapter 2256 sec. 2256.019, and that are specifically approved within this investment policy.

VII. INVESTMENT PROCEDURES

CONFIRMATION OF TRADE

A confirmation of trade will be provided by the broker/dealer to the Upshur County Treasurer for every purchase of an investment security. This trade ticket and confirmation will become a part of the file that is maintained on every investment security.

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DELIVERY VERSUS PAYMENT

It will be the policy of the County that all Treasury and Government Agency securities shall be purchased using the "delivery vs. payment" (DVP) method through the Federal Reserve System. By doing so, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

SAFEKEEPING INSTITUTION

All purchased securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution or with a Federal Reserve Bank.

VII. COLLATERAL AND SAFEKEEPING

COLLATERAL OR INSURANCE

The Upshur County Treasurer shall insure that all County funds are fully collateralized or insured consistent with Federal and State law and the current Depository Bank Contract in one or more of the following manners:

- FDIC insurance coverage
- United States Government Bonds, Notes, and Bills

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UPSHUR COUNTY, TX.
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Securities of Federally sponsored U.S. agencies and instrumentalities of the U.S. Government. No collateralized Mortgage Obligations (CMO's) are acceptable.

SAFEKEEPING

Securities pledged as collateral shall be deposited in trust with the Federal Reserve Bank or another disinterested third party bank under an appropriate legal contract. The amount of such securities pledged shall be determined by their market value.

COLLATERAL REPORTING

The County Treasurer shall report to the Commissioners' Court the valuation of collateral compared to all County deposits on a monthly basis.

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COUNTY, TX.
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L. BERG
FEDERAL BANK

CERTIFICATION

I hereby certify that I have personally read and understand the Public Funds Investment Act and the Investment Policy of Upshur County, and have implemented reasonable procedures and controls designed to fulfill those objectives and conditions. Transactions between this firm or bank and Upshur County will be directed toward precluding imprudent investment activities and protecting the County from credit risk.

All the sales personnel of this firm or bank dealing with Upshur County's account have been informed and will be routinely informed of the County's investment horizons, limitations, strategies and risk constraints, whenever we are so informed.

This firm or bank pledges due diligence in informing the County of foreseeable risks associated with financial transactions connected to this firm or bank

(Firm)

(Registered Principal)

(Name)

(Title)

(Registration or Dealer #)

(Signature)

(Date)

NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY **NOTICE OF MEETING**

The North East Texas Regional Mobility Authority "NET RMA" will convene for a meeting on **Tuesday, May 2, 2006 at 2:00 p.m.** in the in the Gregg County Commissioners' Courtroom on the 3rd floor of the Gregg County Courthouse, 101 N Methvin, Longview, Texas.

Questions regarding this agenda should be directed to the NET RMA Jeff Austin, III at 903-595-6585.

Jeff Austin, III, Chairman

Smith County Board Members

Tab Beall, Treasurer
Gary Halbrooks, Chair Finance
Jeff Warr, Chair Long Range Planning

Gregg County Board Members

Linda Thomas, Vice Chairman
Ken Cunningham, Chair Public Affairs
Dave Spurrier, Secretary

- I. CALL TO ORDER & DECLARATION OF QUORUM (Jeff Austin, III)**
- II. INVOCATION**
- III. INTRODUCTIONS AND OPENING REMARKS (RMA Board Members)**
- IV. REMARKS BY PUBLIC OFFICIALS (if in attendance)**
- V. EXECUTIVE SESSION**
 - 1. Consider and Discuss any and all action necessary to consider qualifications for position of a Project Director.

The RMA may go into Executive Session on any of the items listed on the following Agenda, if authorized by Chapter 551 of the Texas Government Code

VI. BRIEFING AND ACTION ITEMS

- 1. (A) Approval of minutes from April 4, 2006 Board meeting.
- 2. (A) Consider and Discuss any and all action necessary to consider qualifications for position of a Project Director.
- 3. (A) Consider and Discuss any and all action on RFQ for General Legal Counsel Services **(Ken Cunningham)**
- 4. (A) Consider and Discuss any and all action necessary to select Co-Financial Advisor Services.
- 5. (A) Consider and Discuss any and all action necessary to amend bylaws to allow for additional counties joining the RMA
- 6. (A) Consider and Discuss any and all action necessary to vote to allow additional counties to join the RMA (Harrison & Upshur)

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GREGG COUNTY, TX
K. BERG

7. GEC Report and Update. Discussion by PBS&J on 90-day plan and work authorization order on Loop 49 Project.
8. Consider and Discuss any and all action necessary on developing policies.
 - (A) Internet Privacy Policy, Usage Policy, and Site Disclaimer – 2nd reading and approval
 - Tolling Policy
 - Records Retention Policy
 - Disadvantaged Business Enterprise Policy
9. Updates on Required Texas Open Records training
10. Committee Reports and Discussion (if any)
 - Long Range Planning Committee (Jeff Warr)
 - Regional Project Updates
 - Update on East Texas Hourglass (TXDOT)
 - Discussion on East Texas Railways and ROW in East Texas.
 - (A) Consider and Discuss any and all action necessary to name new Chairman of East Texas Hourglass Subcommittee.
 - Smith County Project Updates
 - Update on Loop 49 (TXDOT)
 - Gregg County Project Updates
 - Update on Hwy 42 (Hwy. 31 to Hwy. 80) (TXDOT)
 - Update on Hwy 42/Richey Road (Hwy 80 N to Richey Road & Richey Road East) (TXDOT)
 - Consider and Discuss any and all action necessary to apply for a Pass-Through Financing application for the Hwy. 42/Richey Road Expansion project
 - Other Updates
 - Discussion and update on future Toll Equity Grant(s)
 - Discussion to plan future workshop date to review and update strategic plan with new Financial Advisor, GEC, MPO, Counties, and TxDOT
 - Finance Committee (Gary Halbrooks)
 - Public Outreach/Education Committee (Ken Cunningham)
 - Consider and Discuss any and all action necessary to update RMA webpage.
 - Discuss upcoming Team Texas meeting in San Antonio. (Tab Beall)

VII. FINANCIAL ISSUES

1. (A) Treasurer's Report & Review (Tab Beall)
2. Consider and Discuss any and all action necessary on a RFQ for annual audit and formal request for a waiver for first year of operations

VIII. MISCELLANEOUS

OPEN COMMENT PERIOD - At the conclusion of all other agenda items, the Board will allow an open comment period, **not to exceed one hour**, to receive public comment on any other matter that is under the jurisdiction of the Board. Public comment that does not relate to a specific agenda item must be made during the open comment period.

Each speaker will be allowed a **maximum of three (3) minutes** Speakers must be signed up prior to the beginning of the open comment period. For subjects that are not otherwise part of the agenda for the meeting, Board members may neither comment nor question speakers during the open comment period, but may direct the Chairman, or a recognized committee to investigate the subject further. No action will be taken on matters that are not part of the agenda for the meeting.

IX. FUTURE AGENDA ITEMS - Requests for items to be placed on a future NET RMA Agenda

Next scheduled board meeting dates & location

06/06/06 – Smith County - TBD

Non-Scheduled Meetings/Functions - Where a Quorum Could be Present, but No RMA Business Would be Conducted

04/28/06 – 9:00 a.m. – Upshur County Commissioners Court Presentation, Gilmer, Texas

05/08/06 – 11:30 a.m. – Tyler Area Chamber of Commerce Quarterly Luncheon – Tyler Rose Garden

4th Thursday of each month – TxDOT meeting in Austin, Texas – 9:00 a.m
(see TxDOT website www.dot.state.tx.us for specific agenda items)

X. ADJOURN

NOTE:

Enumerated agenda items are assigned for ease of reference only, and will not necessarily be considered by the Board in that particular order. The Chairman may rearrange the order in which agenda items are considered

Presenters with audiovisual needs are requested to contact Jeff Austin, III at (903) 595-6585, at least five (5) working days prior to the meeting and may arrange for necessary equipment at their own expense

COURTESY RULES

Thank you for your presence. The NET RMA appreciates your interest. If you wish to address the RMA on any agenda item, Public Participation Forms will be available before the meeting. These forms must be filled out and turned in to the RMA Chairman or secretary *prior* to the time the agenda item in question is addressed by the RMA. You must be recognized by the Chair (NOTE: Items will not necessarily be presented in the order they are posted)

GREGG COUNTY COMMISSIONERS' COURT ACCESSIBILITY STATEMENT FOR DISABLED PERSONS

This meeting site is accessible to disabled persons as follows. Sheriff's entrance on the north side at the Whaley Street entrance. A wheelchair ramp provides access to the Whaley Street entrance Elevators provide access to the Commissioners Courtroom on

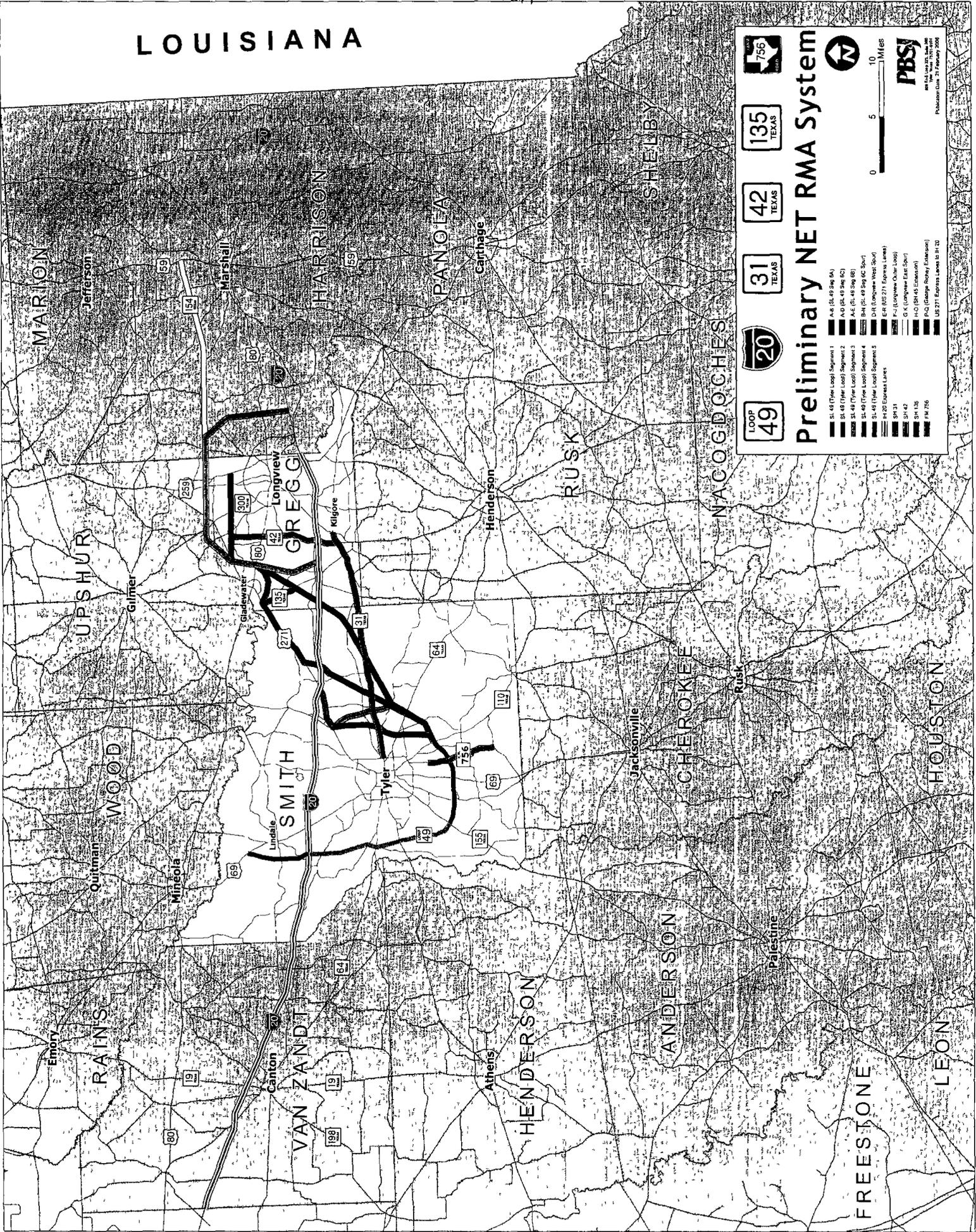
the third floor. If any special assistance or accommodations are needed in order to attend a RMA meeting, please contact Darlynn Jones, Administrative Assistant to Gregg County Judge Bill Stoudt at (903) 236-8420, in advance so accommodations can be made.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for person who are deaf or hearing impaired, and readers of large print or Braille, are requested to contact Jeff Austin, III at (903) 595-6585, at least five (5) days prior to the meeting so that appropriate arrangements can be made.

Posted: **April __, 2006** **Time:**
By: **Jeff Austin, III, Chairman, NET RMA**

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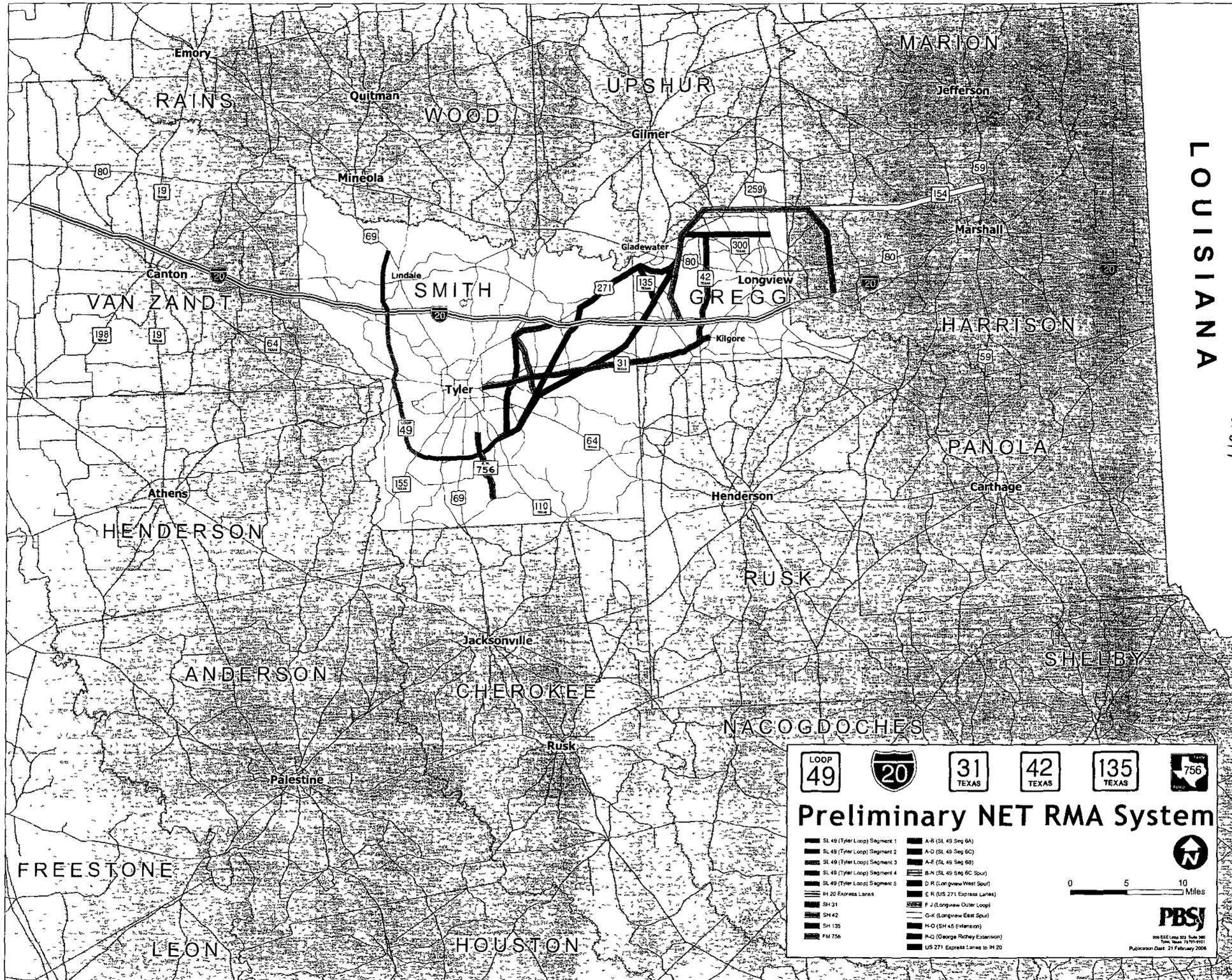


Preliminary NET RMA System

LOOP 49
 LOOP 20
 LOOP 31 TEXAS
 LOOP 42 TEXAS
 LOOP 135 TEXAS
 LOOP 756 TEXAS

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 PBS
Published Date: 21 February 2008

A-A (SL 49 394 8A)
 A-B (SL 49 394 8B)
 A-C (SL 49 394 8C)
 A-D (SL 49 394 8D)
 A-E (SL 49 394 8E)
 B-A (SL 49 394 8C 20mi)
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 E-D (SL 49 394 8C 20mi)
 E-E (SL 49 394 8C 20mi)



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Preliminary NET RMA System

<ul style="list-style-type: none"> ■ SL 49 (Tyler Loop) Segment 1 ■ SL 49 (Tyler Loop) Segment 2 ■ SL 49 (Tyler Loop) Segment 3 ■ SL 49 (Tyler Loop) Segment 4 ■ SL 49 (Tyler Loop) Segment 5 ■ I-20 Express Lanes ■ SH 31 ■ SH 42 ■ SH 135 ■ FM 756 	<ul style="list-style-type: none"> ■ A-R (SL 49 Seg 6A) ■ A-D (SL 49 Seg 6C) ■ A-E (SL 49 Seg 6E) ■ B-N (SL 49 SH 6C Spur) ■ D-R (Longview West Spur) ■ E-R (US 271 Express Lanes) ■ F-J (Longview Outer Loop) ■ G-H (Longview East Spur) ■ H-O (SH 45 Extension) ■ P-Q (George Richey Extension) ■ US 271 Express Lanes to I-20
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 Publication Date: 21 February 2006

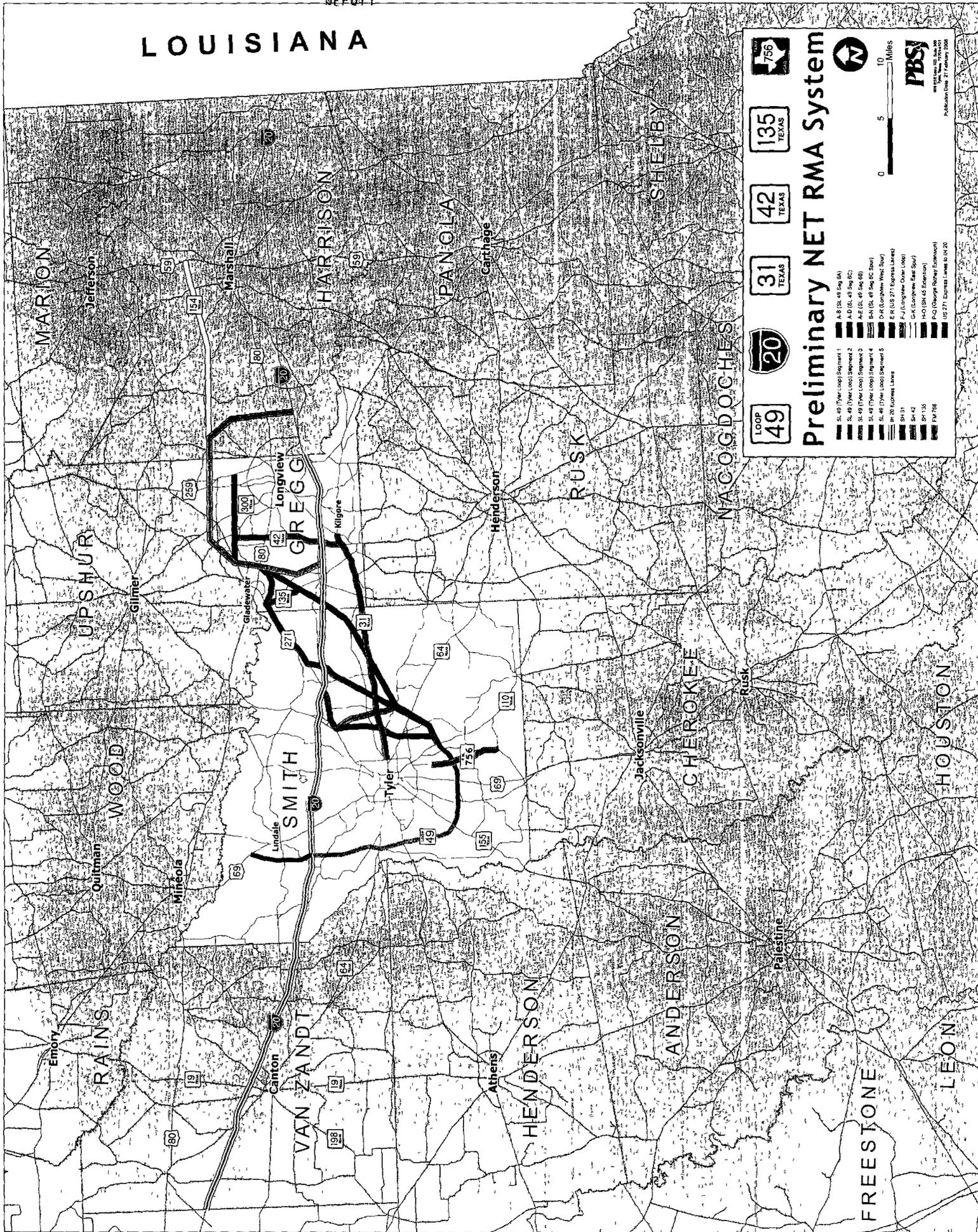
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UPSHUR COUNTY, TX

BY _____
DEPUTY

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UPSHUR COUNTY COMMISSIONER'S COURT

RESOLUTION

WHEREAS, the Commissioners Court of Upshur County met on April 28, 2006 to consider becoming a part of the North East Texas Regional Mobility Authority ("NET RMA"), currently comprised of Gregg County and Smith County, in order to implement critical mobility improvements in the North East Texas Region, and

WHEREAS, the Texas Department of Transportation has adopted rules for the addition of counties to a regional mobility authority, set forth at 43 Tex Admin Code Section 26.21, and

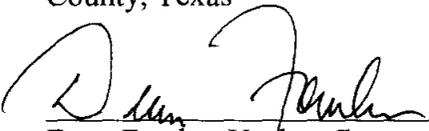
WHEREAS, the Commissioners Court of Upshur County believes that joining the NET RMA will be beneficial to the residents of Upshur County as it will facilitate regional planning and development of critical transportation infrastructure, thereby enhancing economy vitality in the region and promoting a better quality of life for Upshur County residents, and

WHEREAS, Upshur County has pursued, or will pursue, the preparation of a petition and request for approval to become part of the NET RMA in accordance with 43 Tex Admin. Code Section 26 21;

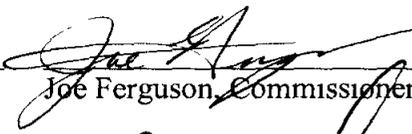
NOW THEREFORE, BE IT RESOLVED that the Upshur County Commissioners Court authorizes the Upshur County Judge to execute the "Petition of Upshur County for Approval to Become Part of the North East Texas Regional Mobility Authority"; and

BE IT FUTHER RESOLVED, that the Upshur County Judge is authorized to work with the NET RMA to complete the additional documents and take such actions as are necessary to submit the petition to the Texas Transportation Commission.

Approved this 28th day of April, 2006, by the Commissioner's Court of Upshur County, Texas


Dean Fowler, Upshur County Judge


James Crittenden, Commissioner Pct 1


Joe Ferguson, Commissioner Pct. 2


Lloyd Crabtree, Commissioner Pct 3


Gary Drennan, Commissioner Pct 4

APR 28 AM 10:44
UPSHUR COUNTY, TX.
DEPUTY

JOE FERGUSON
FOR



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

April 17, 2006

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

Dear Judge Fowler

On behalf of the Attorney General (OAG), we are pleased to provide Texas VINE funds to Upshur County for the purpose of allowing you to continue participating in this worthwhile statewide program through August 31, 2006. VINE provides an invaluable safety net for crime victims and an important communication tool for criminal justice professionals.

Enclosed you will find three original copies of the First Amended Annual Maintenance Grant Contracts for Fiscal Year 2006 for Grant Contract 06-03916.

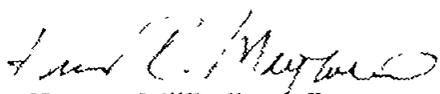
Judge, it is important to note that the OAG previously funded two months of the State's 2006 fiscal year (January 1, 2006 to February 28, 2006). The attached amendment increases the amount made available for the VINE service from \$2,516 to \$10,064. The R-01 attached to the amendment clarifies the exact time frame and funds that are to be amended to Grant Contract 06-03916.

Apprise, the certified vendor, may have already sent you an invoice to the time frame cited. It is important that you refrain from paying that invoice until you have received an original copy signed by the Office of the Texas Attorney General.

All three of the aforementioned original documents must be returned to us in a complete package. The Courts' timely attention to this matter of mutual concern will be appreciated. Upon OAG approval, an executed copy of the contract will be returned to you along with instructions on the proper billing process.

Thank you for your support of Texas VINE. If you have any questions, please contact Dr. Gary Walker at 512-936-1236 or by e-mail at gary.walker@oag.state.tx.us.

Sincerely,


Herman Millholland, Director
Crime Victim Services Division

Enclosures (3)



OFFICE *of the* ATTORNEY GENERAL

GREG ABBOTT

**Texas VINE
First Amended
Annual Maintenance
GRANT CONTRACT
Fiscal Year 2006**

Upshur County

**FIRST AMENDED GRANT CONTRACT
FISCAL YEAR 2006**

THIS FIRST FISCAL YEAR 2006 AMENDED GRANT CONTRACT, including all Exhibits and Schedules attached hereto and incorporated herein by reference (the Agreement) is made and entered into by and between **Upshur County**, Texas hereinafter referred to as 'COUNTY' and the Office of the Attorney General of Texas (OAG) COUNTY and the OAG may be referred to in this Agreement individually as a "Party" and collectively as the "Parties "

INDUCEMENTS

Whereas, on or about **12/21/2005**, the OAG and the COUNTY agreed to and executed that certain *Texas VINE Annual Maintenance Grant Contract* identified as OAG Contract No **06-03916** hereinafter the "Original Contract "

Whereas, the OAG and COUNTY desire to amend and or modify, alter, excise or add certain terms, conditions and/or mutual covenants of the Original Contract as set forth hereinafter

Whereas, the OAG and the COUNTY intend to create a new contract consisting of the new amended and or modified, altered, excised or added terms, conditions and/or mutual covenants of this *First Amended Grant Contract* and the remaining unchanged provisions of the Original Contract

NOW, THEREFORE, in consideration of the inducements, mutual covenants and conditions herein contained, the parties agree as follows

SECTION 1. AMENDMENTS/MODIFICATIONS

1.1 Amendment to Subsection 4.1 Maximum Liability of the OAG.

The OAG and COUNTY agree to amend the Original Contract by replacing subsection **4.1 Maximum Liability of the OAG** in the Original Contract with the following subsection **4.1 Maximum Liability of the OAG**. The parties stipulate and agree that the total liability of the OAG to COUNTY in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance herein shall not exceed **TEN THOUSAND SIXTY-FOUR and NO/100 DOLLARS (\$10,064)** for the Term of this Agreement. The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purport to increase the liability of the OAG is void, without first executing a written amendment to this Agreement and specifically amending this section. The parties acknowledge and agree that nothing in this Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement

1.2 Amendment to Subsection 6.1 Initial Term

The OAG and COUNTY agree to amend the Original Contract by replacing subsection 6.1 Initial Term in the Original Contract with the following subsection

6.1 Initial Term. This term of this Agreement shall commence on the final approval, execution by the OAG and the delivery of this grant contract to COUNTY and unless terminated earlier as provided by another provision of this Agreement this Agreement will terminate on August 31, 2006. The R-01 attached to this amendment describes the period of services funded under this *First Amended Grant Contract*. No commitment of grant funds is permitted prior to the first day or subsequent to the last day of the Initial Term. Nothing herein shall prevent the parties from revising the term of this Agreement by a written amendment

SECTION 2. ENTIRE AGREEMENT

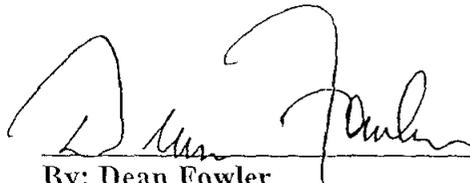
The entire agreement between the OAG and the COUNTY consists of the new amended and or modified, altered, excised or added terms, conditions and/or mutual covenants of this *First Amended Grant Contract* and the remaining unchanged provisions of the Original Contract. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.

Office of the Attorney General

Upshur County, Texas

Donald Clemmer
Deputy Attorney General for
Criminal Justice



By: Dean Fowler
County Judge

Date: _____

Date: APRIL 28, 2006

Exhibit R-01
FY06 First Amended Grant Maintenance
Automated Victim Notification Services
Upshur County
March 1, 2006 to August 31, 2006

Category: Medium²⁸⁰:

Subject to the terms and conditions included in the Agreement, this **Exhibit R-01 Schedule of Payments** shall describe the payments that Customer shall pay to Appriss

Maintenance Amount.

Customer shall pay the certified vendor a maintenance amount for continuing service determined as follows

Standard Amount ²⁸¹	Discount Rate ²⁸²	Discount Amount	Total Annual	# Months to 8/31/06	Total Renewal:
\$18,870	20%	\$3,774	\$15,096	6	\$7,548

Services After Termination.

Subject to the terms and conditions included in the Agreement, the cost of Services provided by Appriss to the Customer shall be governed by the following payment terms. Following either the expiration or termination of this Agreement, then Customer shall pay Appriss an amount equal to 1/12th the then current Annual Maintenance Fee, for each month that the Customer elects to receive the Services. Customer may elect to receive the Services for any increment of months up to the maximum time period stated in the Agreement.

DO NOT DETACH THIS DOCUMENT FROM THE GRANT CONTRACT

²⁸⁰ based on the size category of the county listed in *Service Price I County Standard Pricing Guide of the Vendor Certification*

²⁸¹ based on the size category of the county and the related price listed in *Service Price I County Standard Pricing Guide of the Vendor Certification*

²⁸² based on the number of counties participating as defined in *Service Price IV Discounts for Annual Service of the Vendor Certification*

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 City of Gilmer, hereinafter referred to as "Gilmer" Upshur County and Gilmer 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 Gilmer located in Upshur County

RESPONSIBILITY OF GILMER. Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of Gilmer, 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 Gilmer 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 case anyone 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 THEREOF, this Agreement is executed effective the 28 day of APRIL, 2006, 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

Dean Fowler, County Judge

James Crittenden

James Crittenden, Commissioner, Pct 1

Lloyd A. Crabtree

Lloyd A. Crabtree, Commissioner, Pct. 3

ATTEST.

Robin Rodenberg, Upshur County Clerk

Joe Ferguson

Joe Ferguson, Commissioner, Pct 2

Gary Drenman

Gary Drenman, Commissioner, Pct. 4

CITY OF GILMER

R D Cross

R D Cross, Mayor

Randy McDaniel

Randy McDaniel, Councilman

Teathel Hollis

Teathel Hollis, Councilman

Dan Ryan

Dan Ryan, Councilman

Kathy Davidson

Kathy Davidson, City Secretary

Sara Dumas

Sara Dumas, Councilman

William Hornsby

William Hornsby, Councilman

FILED
RODENBERG
CLERK
APR 28 AM 10:44
GILMER COUNTY, TX.
BY _____ DEPUTY

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 City of Gladewater, hereinafter referred to as "Gladewater." Upshur County and Gladewater 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 Gladewater located in Upshur County.

RESPONSIBILITY OF GLADEWATER Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of Gladewater, 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 Gladewater 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 case anyone 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 THEREOF, this Agreement is executed effective the 28 day of APRIL, 2006, 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
Dean Fowler, County Judge

James Crittenden
James Crittenden, Commissioner, Pct 1

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

ATTEST.

Robin Rodenberg, Upshur County Clerk

Joe Ferguson
Joe Ferguson, Commissioner, Pct. 2

Gary Drennan
Gary Drennan, Commissioner, Pct 4

CITY OF GLADEWATER

John Paul Talient
JOHN PAUL TALLENT, Mayor

Melba Haralson
MELBA HARALSON, City Secretary

APR 28 AM 10:44
COUNTY, TX.
BY _____ DEPUTY
RODENBERG

**MUTUAL AID AGREEMENT FOR ANY AND ALL DISASTERS
IN UPSHUR COUNTY, TX
INCLUDING BUT NOT LIMITED TO
EXTREME WILDFIRE THREAT (Dr 1624-TX)**

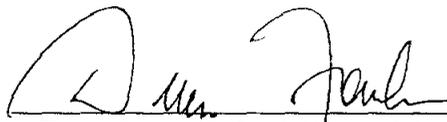
In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows

- 1) **Request for aid.** The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatory.
- 2) **Discretionary rendering of aid.** Rendering of aid is entirely at the discretion of the aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon received federal funds.
- 3) **Invoice to the Requesting Signatory.** Within 90 days of the Aiding Signatory's return to the home work station, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement.
- 4) **Charges to the Requesting Signatory.** Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
 - a) **Labor force.** Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
 - b) **Equipment.** Charges for equipment, including but not limited to, Fire Trucks, Equipments Vans, Suburbans and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
 - c) **Transportation.** The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.

06 APR 28 PM 4:34
UPSHER COUNTY, TX.
DEPUTY
STERNBERG

- d) **Meals, Lodging and other related expenses.** Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory
- 5) **Counterparts.** The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counter being deemed an original Agreement, but with all counterparts being considered one agreement
- 6) **Execution.** Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date APRIL 24, 2006



DEAN FOWLER, UPSHUR COUNTY JUDGE



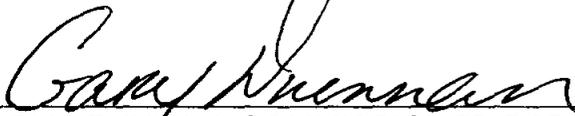
JAMES CRITTENDEN, COMMISSIONER PCT 1



JOE FERGUSON, COMMISSIONER PCT 2



LLOYD CRABTREE, COMMISSIONER PCT 3



GARY DRENNAN, COMMISSIONER PCT 4

Date _____

R. D. CROSS, MAYOR, CITY OF GILMER

Date _____

GLENN BREAZEALE, MAYOR, CITY OF ORE CITY

Date _____

SONNY PARSONS, MAYOR, CITY OF BIG SANDY

Date _____

RONNIE HILL, MAYOR, CITY OF EAST MOUNTAIN

Date: _____

RANDY SIMCOX, MAYOR, CITY OF UNION GROVE

Date _____

MIKE MELTON, FIRE CHIEF, GILMER FIRE
DEPARTMENT

Date _____

BRENT MOSES, FIRE CHIEF, BETTIE VOL FIRE
DEPARTMENT

Date _____

DENNIS MEDLIN, FIRE CHIEF, EAST MOUNTAIN
VOL FIRE DEPARTMENT

Date _____

JOE POWELL, FIRE CHIEF, LAFAYETTE VOL FIRE
DEPARTMENT

Date _____

BILL CRONE, FIRE CHIEF, SIMPSONVILLE VOL
FIRE DEPARTMENT

Date _____

CHRIS OVERBY, FIRE CHIEF, BIG SANDY VOL FIRE
DEPARTMENT

Date _____

DALE NEIGHBORS, FIRE CHIEF, EWELL VOL FIRE
DEPARTMENT

Date _____

TERRY CONYERS, FIRE CHIEF, GLENWOOD VOL
FIRE DEPARTMENT

Date _____

GEORGE RICHARDS, FIRE CHIEF, NEW MOUNTAIN
VOL FIRE DEPARTMENT

Date _____

CHARLES STEGALL, FIRE CHIEF, PLEASANT
GROVE VOL. FIRE DEPARTMENT

Date. _____

ANDY KILLION, FIRE CHIEF, WEST MOUNTAIN VOL
FIRE DEPARTMENT

Date _____

KENNY HANKINS, FIRE CHIEF, DIANA VOL FIRE
DEPARTMENT

Date _____

CRAIG LAMBERT, FIRE CHIEF, HARMON VOL FIRE
DEPARTMENT

Date _____

GASTON DEBERRY, FIRE CHIEF, ORE CITY VOL
FIRE DEPARTMENT

Date _____

CHARLES GLENN, PRITCHETT VOL FIRE
DEPARTMENT

BID SHEET

GASOLINE AND DIESEL FUEL SUPPLY FROM MAY 1, 2006
THROUGH FEBRUARY 28, 2007

QTY	DESCRIPTION OF ITEMS	UNIT OF MEASURE	PRICE PER UNIT	TOTAL BY ITEMS
	LEAD FREE DOCK PRICE AS OF APRIL 17, 2006	Gallon(s)	\$ 2.2184	
	MARGIN OF PROFIT:	Gallon(s)	\$ +.0039	
15,000	TOTAL:			\$ 33,334.50
	DIESEL FUEL DOCK PRICE AS OF APRIL 17, 2006	Gallon(s)	\$ 2.1970	
	MARGIN OF PROFIT:	Gallon(s)	\$ +.0039	
40,000	TOTAL:			\$ 88,036.00
	TOTAL BID			\$ 121,370.50
	ADDITIONAL MARGIN OF PROFIT IF "TANKER LOADS" ARE REQUESTED BY UPSHUR COUNTY			\$ 100.00

BY _____
DEPUTY

APR 28 AM 10:44
UPS HUR COUNTY, TX.

LEED
SEIDENBERG
L. FRK

VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

VENDOR

FIRM/BIDDER: Petroleum Traders Corporation

BY:  Vicki L. Himes, Vice President
AUTHORIZED AGENT TITLE

ADDRESS: 7110 Pointe Inverness Way

Fort Wayne Indiana 46804-7928
CITY STATE ZIP CODE

PHONE: 800-348-3705 ext 318 FAX: 260-432-6564

REFERENCES

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

1. COMPANY NAME: Greater Dayton RTA

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

CONTACT PERSON: Marlene TITLE: Purchasing Agent

2. COMPANY NAME: City of Grand Prairie

1821 West Freeway
ADDRESS: Grand Prairie, TX PHONE NO. 927-237-8502

CONTACT PERSON: Susie Hedrick TITLE: Purchasing Agent

3. COMPANY NAME: Travis County

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

CONTACT PERSON: Cyd Grimes TITLE: Purchasing Agent

Unbranded High	220.15	213.34	-- --
Unbranded Average	220.15	213.34	-- --
Contract Low	220.15	213.34	-- --
Contract High	224.75	213.34	-- --
Contract Average	222.50	213.34	-- --
Cont Branded Low	222.60	-- --	-- --
Cont Branded High	224.75	-- --	-- --
Cont Branded Averag	223.68	-- --	-- --
Cont Unbranded Low	220.15	213.34	-- --
Cont Unbranded High	220.15	213.34	-- --
Cont Unbranded Aver	220.15	213.34	-- --

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Tyler, TX OPIS Standard Rack
Daily 04/17/2006

OPIS No. 2 LED Distillate Gross Prices

	Terms	LS	HS	RED
Fina	b 1-10	224.75	-- --	-- --
Valero	u N-10	219.70	-- --	-- --
Shamrock	b 1-10	224.15	-- --	-- --
Shell	b N-10	224.05	-- --	-- --
Chevron	b 1-10	224.80	-- --	-- --
Citgo	b 1-10	225.40	-- --	-- --
XOM	b 1-10	224.75	-- --	-- --
Mystik	b 1-12	225.40	-- --	-- --
COP	b 1-10	224.95	-- --	-- --
Tex-Shell	b N-10	224.05	-- --	-- --
Delek	u N-10	224.69	217.34	225.19
Valero DS	b 1-10	224.15	-- --	-- --
OPIS Low		219.70	217.34	225.19
OPIS High		225.40	217.34	225.19
OPIS Average		224.24	217.34	225.19
Branded Low		224.05	-- --	-- --
Branded High		225.40	-- --	-- --
Branded Average		224.65	-- --	-- --
Unbranded Low		219.70	217.34	225.19
Unbranded High		224.69	217.34	225.19
Unbranded Average		222.20	217.34	225.19
Contract Low		219.70	217.34	225.19
Contract High		225.40	217.34	225.19
Contract Average		224.24	217.34	225.19
Cont Branded Low		224.05	-- --	-- --
Cont Branded High		225.40	-- --	-- --
Cont Branded Averag		224.65	-- --	-- --
Cont Unbranded Low		219.70	217.34	225.19

Contract Average	215.72	--	--
Cont Branded Low	216.60	--	--
Cont Branded High	216.60	--	--
Cont Branded Averag	216.60	--	--
Cont Unbranded Low	213.95	--	--
Cont Unbranded High	213.95	--	--
Cont Unbranded Aver	213.95	--	--

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Tyler, TX OPIS Standard Rack
Daily 04/17/2006

OPIS Conventional Clear Gross Prices

	Terms	Unl	Mid	Pre
Fina	b 1-10	226.00	230.50	236.00
Valero	u N-10	227.50	233.00	241.50
Shamrock	b 1-10	226.00	230.45	236.65
Shell	b 1-10	228.75	232.75	241.45
Chevron	b 1-10	229.10	233.60	240.80
BP	b 1-10	229.95	234.85	241.70
Citgo	b 1-10	225.60	230.60	236.10
XOM	b 1-10	225.88	230.38	236.38
COP	b 1-10	224.25	228.25	234.25
Tex-Shell	b 1-10	228.75	232.75	241.45
Delek	u N-10	221.84	233.09	233.39
Valero DS	b 1-10	226.20	230.65	236.85
OPIS Low		221.84	228.25	233.39
OPIS High		229.95	234.85	241.70
OPIS Average		226.65	231.74	238.04
Branded Low		224.25	228.25	234.25
Branded High		229.95	234.85	241.70
Branded Average		227.05	231.48	238.16
Unbranded Low		221.84	233.00	233.39
Unbranded High		227.50	233.09	241.50
Unbranded Average		224.67	233.05	237.45
Contract Low		221.84	228.25	233.39
Contract High		229.95	234.85	241.70
Contract Average		226.65	231.74	238.04
Cont Branded Low		224.25	228.25	234.25
Cont Branded High		229.95	234.85	241.70
Cont Branded Averag		227.05	231.48	238.16
Cont Unbranded Low		221.84	233.00	233.39
Cont Unbranded High		227.50	233.09	241.50
Cont Unbranded Aver		224.67	233.05	237.45

**SPECIFICATION FOR
FUNGIBLE CONVENTIONAL REGULAR GASOLINE
PRODUCT CODE 0400**

"This product does not meet the requirements for reformulated gasoline, and may not be used in any reformulated gasoline covered area."

Specification Points	Test Method	Shipments					Deliveries (1)
		Report					
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>		
Gravity, API	D-287						
Volatility Class, (2)							
Pressure, psi max.(3)		8.5	9.0	10.0	11.5	13.5	
Distillation	D-86						At or below legal limit
10% Evap., °F max.		158	158	149	140	131	
50% Evap., °F min.		170	170	170	170	170	
50% Evap., °F max.		250	250	245	240	235	
90% Evap., °F max.		374	374	374	365	365	
End Point, °F max.		430	430	430	430	430	437
% max.		2	2	2	2	2	
Driveability Index (4)		1250	1250	1240	1230	1220	
Vapor Liquid Ratio of 20:1 °F min (5)	D-2533	133	133	124	124	116	
Gum, Existent, mg/100 ml,max.	D-381				4		5
Oxidation Stability, minutes, min.	D-525				240		
Octane Numbers							
Research, min	D-2699				Report		
Motor, min	D-2700				82.0		
(R+M)/2, min. (6)					87.0		
Mercaptan Sulfur,% max.(7)	D-3227				0.0020		
Corrosion, 3 hr @ 122°F max.	D-130				1		
Acidity	D-1093				Negative		
Benzene, wt. %, max.	D-3606, D-4053				4.9		
Sulfur, wt. % max.	D-1266				0.10		
Lead, g/gal., max.	D-3229				0.010	0.030	
Phosphorous, g/gal. max.	D-3231				0.003	0.004	
Oxygen Content, wt.%, max (8)	D-4815				2.7		
Color					Undyed		
Rust Test, NACE, Spindle Rating Min.	TM-0172-86				B+		
Inhibitors (9)					Report		
Detergents (10)					None		
Odor (11)					Non-offensive		

Effective Date: 05-15-99

Midwest Terminal and Refinery Low Sulfur
Multipurpose Diesel/Fuel Oil Specifications

No. 2

Gravity, °API, min. (ASTM D-287)		30
Flash, °F, P-M, min. (ASTM D-93)	Terminal Refinery	130
Cold Flow Characteristics		
Cloud Point, °F, max. (ASTM D-2500)		
September 1 - March 31		+14
April 1 - August 31		+20
Pour Point, °F, max. (ASTM D-97)		
March 1 - August 31		0
September 1 - February 28		-20
Viscosity @ 40°C, (104°F) cSt (ASTM D-445)		
	min.	1.9
	max.	3.4
Water Haze Point, °F, max.		65
Total Sulfur, wt % max. (ASTM D-2622) Terminal		0.050
(ASTM D-4294) Refinery		(1)
Carbon Residue on 10% Bottoms.		
% max. (ASTM D-524)		0.35
Ash, % max. (ASTM D-482)		0.01
Corrosion, 3 hrs. @ 122°F, max. (ASTM D-130)		No. 1
Distillation (ASTM D-86)		
10% Recovered, °F, max.		460
90% Recovered, °F, max.		540 min./640 max.
End Point, °F, max.		670
Color, (undyed), min. (ASTM D-156)		
max. (ASTM D-1500)		2.5
Cetane No. (Motor), min. (ASTM D-613) or		
Cetane Index (ASTM D-976-80), (ASTM D-4737)		40
Doctor Test (ASTM D-235) or		
Mercaptan sulfur, ppm, max. (ASTM D-3227)		
Conductivity, picosiemens/meter, min. @ 20°F		
(ASTM D-2624 or D-4308)		50
Thermal Stability, Pad No., max., (DuPont F21-61)		
	Terminal	7
	Refinery	5

(1) Refineries must keep sulfur level below 0.050 in order to allow for testing variance so that terminals will not exceed 0.050.

(2) See Notes on General Conductivity Guideline for Handling Jet Fuel and No. 1/1-K at Marathon refineries.



MANSFIELD

Mansfield Oil Company
1025 Airport Parkway S.W.
Gainesville, Georgia 30601

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

April 21, 2006

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

RE BID # RB 06-06

Mansfield Oil Company is pleased to offer a bid proposal for your fuel needs. Our bid margins are based off dock price of Motiva as of April 17, 2006. Waskom, Texas unbranded product

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

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

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

Should you have any questions or concerns, please feel free to call me at (800) 255-6699 extension 2081.

Again, thank you for the opportunity to submit a proposal

Best Regards,

Libby Norris
 Libby Norris
 Contract Analyst
lnorris@mansfieldoil.com
 Fax (678) 450-2281

APR 28 AM 10:44
 DEPUTY
 COUNTY, TX.
 FENDERG
 FSK

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

Phone (903) 843-7623

Fax (903) 680-8114

April 4, 2006

The Upshur County Road and Bridge Department has changed the Specifications and Conditions for the Gasoline and Diesel Fuel Bid. We would greatly appreciate your bid.

Thank you,

Bubba Pendarvis

Bubba Pendarvis
Road Administrator

BP/lt

LED
POSTNBERG
APR 28 AM 10:44
UPSHUR COUNTY, TX.
DEPUTY

BID # RB 06-06

BID PACKAGE FOR:

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

RETURN DEADLINE IS NO LATER THAN: 5:00 p.m. April 27, 2006

COMPANY NAME: Mansfield Oil Co

RETURN SEALED BID TO:

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

APR 28 AM 10:44
COUNTY, TX.
DEPUTY
PENDARVIS

FOR INQUIRIES PLEASE CALL:

Bubba Pendarvis
County Road Administrator
Phone: (903) 680-8107

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

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

SPECIFICATIONS AND CONDITIONS FOR GASOLINE AND DIESEL FUEL:

GENERAL:

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

1. LEAD FREE GASOLINE:

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

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

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

3. TESTING:

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

4. POST TERMINAL PRICE:

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

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

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

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

5. CONTRACT AWARD:

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

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

TAXES:

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

BID SHEET

GASOLINE AND DIESEL FUEL SUPPLY FROM MAY 1, 2006
THROUGH FEBRUARY 28, 2007

QTY	DESCRIPTION OF ITEMS	UNIT OF MEASURE	PRICE PER UNIT	TOTAL BY ITEMS
	LEAD FREE			
	DOCK PRICE AS OF			
	APRIL 17, 2006	Gallon(s)	\$ 2.3030	
	MARGIN OF PROFIT:	Gallon(s)	\$ +.0125	
15,000	TOTAL:			\$ 2.3155
	DIESEL FUEL			
	DOCK PRICE AS OF			
	APRIL 17, 2006	Gallon(s)	\$ 2.2322	
	MARGIN OF PROFIT:	Gallon(s)	\$ +.0125	
40,000	TOTAL:			\$ 2.2447
	TOTAL BID			\$ 124,520.50
	ADDITIONAL MARGIN OF PROFIT IF "TANKER			
	LOADS" ARE REQUESTED BY UPSHUR COUNTY		\$ +.0640	

VENDOR REFERENCE INFORMATION SHEET

(PLEASE PRINT CLEARLY)

VENDOR

FIRM/BIDDER: Mansfield Oil Company

BY: *Michelle Shively*
Michelle Shively Government Sales Manager
AUTHORIZED AGENT TITLE

ADDRESS: 1025 Airport Parkway, S.W.

Gainesville Georgia 30501-6833
CITY STATE ZIP CODE

PHONE: (678) 450-2081 FAX: (678) 450-2281

REFERENCES

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

1. COMPANY NAME: Army/Air Force Exchange (AAFES)
Locations all over the United States
3911 South Walton Blvd
ADDRESS: Dallas, TX 75236 PHONE NO. (214) 312-6772

CONTACT PERSON: Sharri Shepard TITLE: Purchasing Officer

2. COMPANY NAME: Metropolitan Area Transit Authority (MARTA)
2424 Piedmont Road
ADDRESS: Atlanta, GA 30324 PHONE NO. (404) 848-5975

CONTACT PERSON: Yolando King TITLE: Procurement Specialist

3. COMPANY NAME: Virginia Department of Transportation
1401 E. Broad Street
ADDRESS: Richmond, VA 23219 PHONE NO. (804) 786-2777

CONTACT PERSON: Brenda Williams TITLE: Purchasing Officer

THIS SCREEN PRINTED BY: LIBBY

4/21/2006 10:34

MACOST2MNT
Cost Maintenance.

MANSFIELD OIL CO.

Friday 4/21/2006
Enter Key 10:33 11

=====
*1. SUPPLIER 6309 MOTIVA (STAR) -MOTIVA (STAR)
*2. TERMINAL 909 WASKOM, TX
*3. EFF DATE 04/17/2006
*4. EFF TIME

*5. PRODUCT		GROSS	NET		
		6. COST	7. COST	8. STATUS	9. RECIPE
18:00 3	NO LEAD 87 OCT	2.303000	2.303000		
18:00 4	MIDGRADE 89 OCT	2.340500	2.340500		
18:00 6	PREMIUM 93 OCT	2.385500	2.385500		
18:00 76	LOW SUL DSL LED	2.232200	2.232200		
18:00 92	DYED LSD LED	2.209400	2.209400		

4-5-06

We, the residents of Aivate Road 1199 request that PR1199 become a County Road.

JANSEN REED
725 PR 1199

Jansen Reed

GILMER, TEXAS 75645
903-452-3546
903-797-2214

ATKLSA + KOS ENGLISH
1917 PR 1199

GILMER TX 75645

903-797-3416

903-790-2976

[Signature]

APR 28 AM 10:44
JONES COUNTY, TX.
BY _____
DEPUTY

Richard Kinzer

131 PR 1199

Gilmer Tx 75645

903 797 4980

R Kinzer

Todd + Michele Ritter

237 PR 1199 Gilmer, Tx 75645

Todd Ritter

903 797-6903

David + Kim Anderson

152 PR 1199 Gilmer Tx 75645

Kim Anderson

903-797-6350

James Crittenden
Commissioner Precinct 1

Re. Private Road 1198
Gilmer, Texas

We, the residents of Private Road 1198 agree to request Upshur County to make PR 1198
a county road

Richard & Carla Gibson
331 PR 1198
Gilmer, Texas 75645
903-797-3345

Richard & Carla Gibson

Claude & Sandra Thompson
189 PR 1198
Gilmer, Texas 75645
903-797-3979

Claude & Sandra Thompson

Doug & Libby Humphrey
184 PR 1198
Gilmer, Texas 75645

Doug & Libby Humphrey

Shane & Amber Hendrix
141 PR 1198
Gilmer, Texas 75645
903-797-4919

Shane & Amber Hendrix

Billy & Effie Boyd
107 PR 1198
Gilmer, Texas 75645
903-797-3171

Billy & Effie Boyd

REC'D
DENBERG
TX

REC'D
DENBERG
TX

APR 28 AM 10:44
UPSHUR COUNTY, TX.
BY _____
DEPUTY

THE SOFTWARE GROUP, INC

04/10/06/DC
Check Register for 04/24/06

PAGE 1

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
140777-APCA	Ms UPSHUR COUNTY JUVENILE FUND	UPSHUR COUNTY JUVENILE FUND	COUNTY	04/24/2006	\$10 00		115
140778-APCA	Mr JARED CODI KELLEY	JARED CODI KELLEY	223191	04/24/2006	\$10 00		115
140779-APCA	Mr JOHN WYCLIFFE RILEY	JOHN WYCLIFFE RILEY	213334	04/24/2006	\$10 00		115
140780-APCA	Ms SHEENA FORT SMITH	SHEENA FORT SMITH	215354	04/24/2006	\$90.00		115
140781-APCA	Mr PHILIP RAY SAMPSON	PHILIP RAY SAMPSON	217151	04/24/2006	\$10 00		115
140782-APCA	Mr DONALD ROBERT BURR	DONALD ROBERT BURR	150896	04/24/2006	\$10 00		115
140783-APCA	Mr DAVID PAUL STROMAN	DAVID PAUL STROMAN	143905	04/24/2006	\$10 00		115
140784-APCA	Mr TERRY WAYNE MARSH	TERRY WAYNE MARSH	164744	04/24/2006	\$10 00		115
140785-APCA	Mr MICHAEL JEROME KOUMA	MICHAEL JEROME KOUMA	215869	04/24/2006	\$10 00		115
140786-APCA	Ms AMY RASCHEAL BOTHMAN	AMY RASCHEAL BOTHMAN	225334	04/24/2006	\$10 00		115
140787-APCA	Mr BRENT LAYNE BREVARD	BRENT LAYNE BREVARD	157091	04/24/2006	\$10 00		115
140788-APCA	Ms GAIL RIGSBY	GAIL RIGSBY	143827	04/24/2006	\$10 00		115
140789-APCA	Mr RAYFORD LARRY HUNT	RAYFORD LARRY HUNT	201108	04/24/2006	\$10 00		115
140790-APCA	Ms KURT CHARLES TRAYLOR	KURT CHARLES TRAYLOR	219465	04/24/2006	\$10 00		115
140791-APCA	Mr ROBERT WAYNE HOWELL	ROBERT WAYNE HOWELL	203467	04/24/2006	\$10 00		115
140792-APCA	Ms SANDRA ARLENE MCLEROY	SANDRA ARLENE MCLEROY	164255	04/24/2006	\$10.00		115
140793-APCA	Ms LINDA R BAILEY	LINDA R BAILEY	218825	04/24/2006	\$10 00		115
140794-APCA	Ms KELLIE LYNN CRAIG	KELLIE LYNN CRAIG	203964	04/24/2006	\$10 00		115
140795-APCA	Mr GEORGE WILLIAM FEATHERSTONE	GEORGE WILLIAM FEATHERSTONE	225178	04/24/2006	\$10.00		115
140796-APCA	Mr BEN NEAL THOMAS	BEN NEAL THOMAS	223561	04/24/2006	\$10 00		115
140797-APCA	Mr DOYLE DWAYNE BROWN	DOYLE DWAYNE BROWN	162207	04/24/2006	\$10 00		115
140798-APCA	Ms LOIS ANTHONY WARD	LOIS ANTHONY WARD	12311	04/24/2006	\$10 00		115
140799-APCA	Ms CONNIE SUE WALKER	CONNIE SUE WALKER	208042	04/24/2006	\$90 00		115
140800-APCA	Mr JAMES LESLIE FULLER	JAMES LESLIE FULLER	222626	04/24/2006	\$10.00		115
140801-APCA	Mr DONALD CARY HIMEL	DONALD CARY HIMEL	160479	04/24/2006	\$10.00		115

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ct Status	Court
140802-APCA	Ms CHARLOTE FALCONER EZELLE	CHARLOTE FALCONER EZELLE	198059	04/24/2006	\$10 00		115
140803-APCA	Ms MELISSA ROSA MORGAN	MELISSA ROSA MORGAN	192692	04/24/2006	\$90 00		115
140804-APCA	Mr CHARLES ROBERT HOLLIS	CHARLES ROBERT HOLLIS	153802	04/24/2006	\$10 00		115
140805-APCA	Ms CAROL ULMER NEWTON	CAROL ULMER NEWTON	220225	04/24/2006	\$10 00		115
140806-APCA	Mr OTTIS ALLEN MICKELBORD	OTTIS ALLEN MICKELBORD	168232	04/24/2006	\$10 00		115
140807-APCA	Mr RANDY SCOTT HILTON	RANDY SCOTT HILTON	189967	04/24/2006	\$10 00		115
140808-APCA	Ms BONNIE BLUE BAIRD	BONNIE BLUE BAIRD	189937	04/24/2006	\$90 00		115
140809-APCA	Mr HARRY EMILE MAHFOOD	HARRY EMILE MAHFOOD	201841	04/24/2006	\$90 00		115
140810-APCA	Ms JANICE SHEPARD CREEDE	JANICE SHEPARD CREEDE	214397	04/24/2006	\$90 00		115
140811-APCA	Mr ALAN WAYNE THOMPSON	ALAN WAYNE THOMPSON	217346	04/24/2006	\$90 00		115
140812-APCA	Mr ERIC DWIGHT WATSON	ERIC DWIGHT WATSON	199655	04/24/2006	\$10 00		115
140813-APCA	Ms JANET KIRBY WARREN	JANET KIRBY WARREN	1925	04/24/2006	\$10 00		115
140814-APCA	Mr HENRY CLIFTON BROOKSHIRE	HENRY CLIFTON BROOKSHIRE	151414	04/24/2006	\$10 00		115
140815-APCA	Ms LINDA WEIR	LINDA WEIR	10441	04/24/2006	\$10 00		115
140816-APCA	Mr DAVID LEWIS PACK	DAVID LEWIS PACK	201255	04/24/2006	\$10 00		115
140817-APCA	Mr CHARLES M KILLINGSWORTH	CHARLES M KILLINGSWORTH	221662	04/24/2006	\$10 00		115
140818-APCA	Ms GERTRUDE ELIZABETH WALLER	GERTRUDE ELIZABETH WALLER	152502	04/24/2006	\$10 00		115
140819-APCA	Ms LUCILLE FRITCHETT	LUCILLE PRITCHETT	147711	04/24/2006	\$10 00		115
140820-APCA	Mr JAMES WAYNE COUNTS	JAMES WAYNE COUNTS	193144	04/24/2006	\$10 00		115
140821-APCA	Mr RALPH TAYLOR MADERA	RALPH TAYLOR MADERA	202017	04/24/2006	\$90 00		115
140822-APCA	Mr CARL GENE FERGUSON	CARL GENE FERGUSON	148232	04/24/2006	\$90 00		115
140823-APCA	Ms SHERREE LYNN HANCOCK	SHERREE LYNN HANCOCK	207462	04/24/2006	\$10 00		115
140824-APCA	Ms ELIZABETH SUE MINCHEW	ELIZABETH SUE MINCHEW	221311	04/24/2006	\$10 00		115
140825-APCA	Mr PAUL E DENTON	PAUL E DENTON	196074	04/24/2006	\$90 00		115
140826-APCA	Mr CHRISTOPHER EARNEST VEACH	CHRISTOPHER EARNEST VEACH	223392	04/24/2006	\$90 00		115
140827-APCA	Ms KAREN ELAINE BONDS	KAREN ELAINE BONDS	205614	04/24/2006	\$10 00		115

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
140828-APCA	Mr GLENN CARTER	GLENN CARTER	200739	04/24/2006	\$10 00		115
140829-APCA	Mr PATRICK WILLIS HARDESTY	PATRICK WILLIS HARDESTY	201645	04/24/2006	\$10 00		115
140830-APCA	Ms TAMMY DIANNE HODGE	TAMMY DIANNE HODGE	206994	04/24/2006	\$10 00		115
140831-APCA	Ms JULIA SUZANNE CARTER	JULIA SUZANNE CARTER	147182	04/24/2006	\$10 00		115
140832-APCA	Ms PATRICIA LAFERNEY	PATRICIA LAFERNEY	145522	04/24/2006	\$10 00		115
140833-APCA	Ms DONNA HUGHES	DONNA HUGHES	141637	04/24/2006	\$50 00		115
140834-APCA	Ms SHERRY ANN SHAFFER	SHERPY ANN SHAFFER	159135	04/24/2006	\$10 00		115
140835-APCA	Ms LULA MAE HARPER	LULA MAE HARPER	150910	04/24/2006	\$10 00		115
140836-APCA	Mr WILLIAM C OLIVER	WILLIAM C OLIVER	8899	04/24/2006	\$10 00		115
140837-APCA	Ms SALLY THOMPSON	SALLY THOMPSON	6758	04/24/2006	\$10 00		115
140838-APCA	Ms ROSEMARY MATLOCK ELI	ROSEMARY MATLOCK ELI	216430	04/24/2006	\$10 00		115
140839-APCA	Mr LITMON YOUNG SHEFFIELD	LITMON YOUNG SHEFFIELD	199344	04/24/2006	\$10 00		115
140840-APCA	Mr MICHAEL WAYNE SPENCER	MICHAEL WAYNE SPENCER	191729	04/24/2006	\$10 00		115
140841-APCA	Ms SACANDA REGEANE ABRON	SACANDA REGEANE ABRON	208105	04/24/2006	\$10 00		115
140842-APCA	Ms DEBORAH LOU POTTER	DEBORAH LOU POTTER	158485	04/24/2006	\$90 00		115
140843-APCA	Mr STEVEN R DUGGER	STEVEN R DUGGER	11137	04/24/2006	\$10 00		115
140844-APCA	Mr MELVIN RALFH SMALL	MELVIN RALPH SMALL	159799	04/24/2006	\$10 00		115
140845-APCA	Ms PHYLLIS JEAN BENOIT	PHYLLIS JEAN BENOIT	195266	04/24/2006	\$90 00		115
140846-APCA	Mr BILLY EUGENE MULLENS	BILLY EUGENE MULLENS	200402	04/24/2006	\$90 00		115
140847-APCA	Mr PERCY GREGORY CONERLY	PERCY GREGORY CONERLY	225257	04/24/2006	\$10 00		115
140848-APCA	Mr CODY LEE CALDWELL	CODY LEE CALDWELL	213023	04/24/2006	\$90 00		115
140849-APCA	Mr JERRY STONE	JERRY STONE	8300	04/24/2006	\$10 00		115
140850-APCA	Ms THERESA JANE BURR	THERESA JANE BURR	150897	04/24/2006	\$90 00		115
140851-APCA	Mr MICHAEL E HENSLEY	MICHAEL E HENSLEY	159067	04/24/2006	\$10 00		115
140852-APCA	Mr ERNEST LEE WATSON	ERNEST LEE WATSON	159454	04/24/2006	\$10 00		115
140853-APCA	Mr THOMAS EUGENE HARPOLE	THOMAS EUGENE HARPOLE	221087	04/24/2006	\$90 00		115

04/10/06/DC

THE SOFTWARE GROUP, INC

Check Register for 04/24/06

PAGE 4

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
140854-APCA	Mr WAYNE EDWARD HARPER	WAYNE EDWARD HARPER	190184	04/24/2006	\$10 00		115
140855-APCA	Mr BILLY JOE STANFORD	BILLY JOE STANFORD	220513	04/24/2006	\$10.00		115
140856-APCA	Ms DEBORAH ANN NORMAN	DEBORAH ANN NOPMAN	160252	04/24/2006	\$90 00		115
140857-APCA	Ms. SUZANNE WARNER STROHSCH EIN	SUZANNE WARNER STROHSCH E I N	211255	04/24/2006	\$10 00		115
140858-APCA	Ms ANEITA J HENRY	ANEITA J HENRY	172476	04/24/2006	\$90 00		115
140859-APCA	Ms JESSICA DAWN DE MOSS	JESSICA DAWN DE MOSS	221380	04/24/2006	\$10 00		115
140860-APCA	Ms SAMANTHA ANNE BRANHAM	SAMANTHA ANNE BRANHAM	224254	04/24/2006	\$10 00		115
140861-APCA	Mr RYAN ANDREW FARMER	RYAN ANDREW FARMER	223965	04/24/2006	\$10 00		115
140862-APCA	Ms LINDA TAYLOR	LINDA TAYLOR	140473	04/24/2006	\$10 00		115
140863-APCA	Mr JIM RAY BAIRD	JIM RAY BAIRD	153306	04/24/2006	\$10 00		115
140864-APCA	Ms GAYLEEN MARIE COCKERELL	GAYLEEN MARIE COCKERELL	161990	04/24/2006	\$90 00		115
140865-APCA	Mr MICHAEL JOE CARTER	MICHAEL JOE CARTER	218249	04/24/2006	\$10 00		115
140866-APCA	Ms TARA S SMITH	TARA S SMITH	157327	04/24/2006	\$10.00		115
140867-APCA	Ms SHANNON GERRALD BAIN	SHANNON GERRALD BAIN	219259	04/24/2006	\$90 00		115
140868-APCA	Ms ASHLEY SUSAN DRAKE	ASHLEY SUSAN DRAKE	224017	04/24/2006	\$10 00		115
140869-APCA	Ms JENNIFER KAYE RISINGER	JENNIFER KAYE RISINGER	222637	04/24/2006	\$10.00		115
140870-APCA	Ms ANN HARRIS STEVENS	ANN HARRIS STEVENS	172911	04/24/2006	\$10 00		115
140871-APCA	Mr JONATHAN CRAIG JACKSON	JONATHAN CRAIG JACKSON	216881	04/24/2006	\$10 00		115
140872-APCA	Mr KELLY WAYNE FERRELL	KELLY WAYNE FERRELL	204111	04/24/2006	\$90 00		115
140873-APCA	Mr MICHAEL SEAN MATLOCK	MICHAEL SEAN MATLOCK	223568	04/24/2006	\$90 00		115
140874-APCA	Ms QUIDA DAVIS	QUIDA DAVIS	10597	04/24/2006	\$10 00		115
140875-APCA	Mr ALAN DALE THOMPSON	ALAN DALE THOMPSON	194505	04/24/2006	\$10 00		115
140876-APCA	Ms GENICE BRYANT	GENICE BRYANT	3088	04/24/2006	\$10 00		115
140877-APCA	Ms DEBORAH KAY HILL	DEBPAH KAY HILL	156117	04/24/2006	\$90 00		115
140878-APCA	Ms DONNA LINN REED	DONNA LINN REED	173014	04/24/2006	\$10 00		115
140879-APCA	Ms TREVA DIANA COLLINS	TREVA DIANA COLLINS	152564	04/24/2006	\$90 00		115

UPSHUR COUNTY

JURY SELECTION SYSTEM

24 Apr 2006

THE SOFTWARE GROUP, INC

04/10/06/DC
Check Register for 04/24/06

PAGE 5

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
140880-APCA	Ms CHARLOTTE PRICE	CHARLOTTE PRICE	156038	04/24/2006	\$10.00		115
140881-APCA	Mr FELIX ACIERTO	FELIX ACIERTO	224209	04/24/2006	\$10.00		115

Check Amounts

=====
\$3,090.00

105 records listed

FILED
 #BIN RABENBERG
 COUNTY CLERK
 05 APR 28 AM 10:45
 UPSHUR COUNTY, TX.
 DEPUTY

ATTENDANCE SIGN-IN SHEET
 UPSHUR COUNTY COMMISSIONER'S COURT

DATE: 4-28-06

1. Patricia Floyd	1. Myra Harris
2. Edith Wilson Birsch	2. Phillip Williams
3. William D. Hermann	3.
4. Mac Overton	4.
5. Peggy Hagrene	5.
6. Jimmie W. Smith	6.
7. Kenneth Williams	7.
8. Buck Montgomery	8.
9. Keith Spitzeride	9.
10. Tom Auch	10.
11. Michelle Adams	11.
12. Flo Green	12.
13. Linda Thomas	13.
14. Jim Miller	14.
15. James Carter	15.
16. Madeline Barber	16.
17. John Williams	17.
18. Jimmy Canning	18.
19. Candy Bullack	19.
20. Ken Cunningham	20.

APR 28 AM 10:48
 UPSHUR COUNTY, TX
 DEPUTY
 J. R. HENBERG
 CLERK