

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
FRIDAY, JUNE 30, 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; Certificate of Emergency Management Institute certificate for Lloyd Crabtree; Fire Inspection Report for the Porter Building;
 - 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 Texas VINE Grant Contract for fiscal year 2007.
4. Discuss and take action to approve library grant from Texas State Library and Archives Commission.
5. Discuss and take action to approve request by County Clerk to designate the two rooms located at the South end of the Rock Building as the "Upshur County Clerk's Records Storage Center". Authorize the County Clerk to expend funds from the County Clerk Records Management Fund and/or County Clerk Records Archive Fund to cover charges related to this request.
6. Adjourn.


Dean Fowler,
Upshur County Judge

JUN 26 PM 4:42
COUNTY, TX
COUNTY
FOWLER

UPSHUR COUNTY COMMISSIONERS COURT

JUNE 30, 2006

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

1. PUBLIC COMMENTS.

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

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

C. MOTION BY JAMES CRITTENDEN TO APPROVE BUDGET AMENDMENTS. AFTER A LENGTHY DISCUSSION COMMISSIONER CRITTENDEN RESCINDED HIS ORIGINAL MOTION AND DECIDED NOT TO APPROVE TRANSFERRING INSURANCE FUNDS AND MISCELLANEOUS COUNTY JAIL FUNDS INTO THE SHERIFF DEPARTMENT. MOTION BY JAMES CRITTENDEN SECONDED BY BUDDY FERGUSON TO APPROVE THE REST OF THE BUDGET AMENDMENTS. COPY OF THE BUDGET AMENDMENTS ATTACHED.

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

E. MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO APPROVE THE FOLLOWING APPLICATIONS FOR USE OF COUNTY ROADS AND RIGHT-OF-WAYS:

SPECIAL ROAD USE AGREEMENT SUBMITTED BY CLARK TIMBER COMPANY TO HAUL ON BEECH ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY CLARK TIMBER COMPANY TO HAUL ON CATALPA ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY SULPHUR RIVER EXPLORATION, INC. TO HAUL ON NEWSOME ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY SULPHUR RIVER EXPLORATION, INC. TO HAUL ON SOUTH MONTGOMERY AND APPLETREE ROAD.

PERMIT APPLICATION SUBMITTED BY ROY STEWART TO PLACE CULVERT WITHIN THE ROW OF PACAL ROAD.

NOTICE OF PROPOSED INSTALLATION SUBMITTED BY ETEX TELEPHONE COOP TO PLACE A TELEPHONE LINE WITHIN ROW OF GROUSE, GOLDFINCH AND KINGFISHER ROAD.

NOTICE OF PROPOSED INSTALLATION SUBMITTED BY ETEX TELEPHONE COOP TO PLACE A TELEPHONE LINE WITHIN WITHIN ROW OF KINGFISHER ROAD.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY KATHY MIZE. WELL LOCATED 4062 FM 2263 GILMER , TX 75644. ON FM 2263 ROAD.

LETTER OF AGREEMENT SUBMITTED BY JODY MASK TO ENTER PROPERTY OWNER'S PROPERTY, HEREBY AUTHORIZING NECESSARY RIGHTS OR INGRESS, EGRESS AND REGRESS THEREFOR FOR THE PURPOSE OF DISPOSING OF CERTAIN DIRT OR SILT OR OTHER BY PRODUCTS OR RIGHT-OF-WAY DREDGING.

F. MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO ACCEPT FOR RECORDING THE VARIOUS COMMISSIONERS COURT DOCUMENTS:
AUDITOR'S REPORTS FOR JUNE OF 2006.
CERTIFICATE OF EMERGENCY MANAGEMENT INSTITUTE SUBMITTED BY LLOYD CRABTREE.
FIRE INSPECTION REPORT FOR THE PORTER BUILDING.

MOTION CARRIED. COPY OF DOCUMENTS ATTACHED.

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

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

NO FORMAL ACTION TAKEN ON REQUEST FROM BRAIN HILL FOR FUNDS TO GO ON TRIP TO OHIO AND FT. WORTH.

3. MOTION BUDDY FERGUSON SECONDED BY JAMES CRITTENDEN TO APPROVE TEXAS VINE GRANT CONTRACT FOR FISCAL YEAR 2007. COPY ATTACHED.

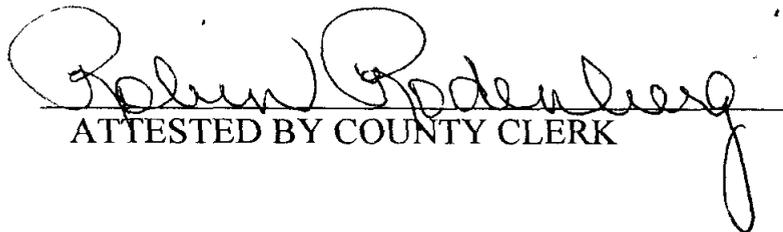
4. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE LIBRARY GRANT FROM TEXAS STATE LIBRARY AND ARCHIVES COMMISSION. MOTION CARRIED. COPY ATTACHED.

5. MOTION BY GARY DRENNAN SECONDED BY BUDDY FERGUSON TO TAKE ACTION TO APPROVE THE REQUEST BY THE COUNTY CLERKS THE DESIGNATION OF TWO (2) ROOMS LOCATED AT THE SOUTH END OF THE ROCK BUILDING AS THE "UPSHUR COUNTY CLERK'S RECORDS STORAGE CENTER" AND TO ALLOW COMMISSIONER CRITTENDEN AND FERGUSON TO ASSIST PICKING OUT TWO (2) ROOMS.

6. MOTION BY GARY DRENNAN SECONDED BY LLOYD CRABTREE TO ADJOURN. MOTION CARRIED.

BILLS PREVIOUSLY APPROVED PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

ATTENDANCE SHEET PLACED INTO THE MINUTES FOR RECORDING PURPOSES ONLY.


ATTESTED BY COUNTY CLERK



HUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6/27/06 Dept 565/Co Jail

Employee Pablo Ramirez

Social Security No _____ Emp ID# _____

| X | CHANGES(S) | FROM | TO |
|---|------------|--------------|----|
| | Grade Step | 13.5 | |
| | Rate | \$1047.645/m | |
| | 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 | |

Comments 6 month introductory period.

Steven Hubbard Jailer position

Authorized by _____

Approved by Jill McCarty Date 6-23-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-26-2006 Dept 403

Employee Nicholas Ratcliffe

Social Security No _____ Emp ID# _____

| X | CHANGES(S) | FROM | TO |
|---|------------|---------|----|
| | Grade Step | 8.10 hr | |
| | 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 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 checked="" type="checkbox"/> | <input type="checkbox"/> Other |

Comments **SEASONAL PART-TIME**

20403-1300

Reviewed by *Robin Rodenburg* Date *6/28/06*
 Approved by *Kay Carr Chief Deputy*

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-26-2006 Dept 403

Employee MADELINE JANE FOWLER

Social Security No _____ Emp ID# _____

| X | CHANGES(S) | FROM | TO |
|---|------------|--------------------|----------------------------------|
| | Grade Step | 8.10 PK | |
| | Rate | | |
| | Department | | |
| | Position | | |
| | | DEPUTY | JUN 30 PM 1:18 PTENBERG PK |

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 checked="" type="checkbox"/> | <input type="checkbox"/> Other |

Comments **SEASONAL PART-TIME**

20403-1300

Authorized by John Prodenberg

George Cain, Chief deputy
Date 6/28/06

Approved by _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6/16/06 Dept 565/C. Jail

Employee Diane Walker

Social Security No _____ Emp ID# 396

| X | CHANGES(S) | FROM | TO |
|---|------------|--------------|--------------|
| | Grade Step | 9 1 | 9 2 |
| | Rate | \$848.72 s/m | \$861.99 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

Authorized by _____

Approved by Jill McLarley Date 6-23-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6/26/06 Dept 565/Co. Jail

Employee Bobby Linder

Social Security No _____ Emp ID# 1504

| X | CHANGES(S) | FROM | TO |
|---|------------|---------------|----|
| | Grade Step | 13,10 | |
| | Rate | \$1,113.95 sm | |
| | 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 checked="" 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 |

JUN 30 PM 11 18
 LINDER
 FRK

Comments Certified peace officer

JB Griswald position

Authorized by _____

Approved by Jill McCarty Date 6-23-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 7-8-06 Dept 565/G. Jail

Employee LONDON W PETRICK

Social Security No _____ Emp ID# 1498

| X | CHANGES(S) | FROM | TO |
|---|------------|--------------|----|
| | Grade Step | 13.5 | |
| | Rate | #1047.64 S/M | |
| | Department | | |
| | Position | | |

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

Comments 6 month introductory period

James Page position

Authorized by _____

Approved by [Signature] Date 6-13-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6/19/06 Dept 611

Employee Barney Sorrells

Social Security No 451-45-9509 Emp ID# _____

| X | CHANGES(S) | FROM | TO |
|---|------------|------|-------------------|
| | Grade Step | | |
| | Rate | | 1.03 hr Part-time |
| | 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 |
| | | | |

JUN 30 PM 1:18
 BERG

Comments

Authorized by _____

Approved by *Barney Sorrells* Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6/19/06 Dept 611
 Employee Gary Powell, Jr.
 Social Security No 459-35-6738 Emp ID# _____

| X | CHANGES(S) | FROM | TO |
|---|------------|---------|-----------|
| | Grade Step | | |
| | Rate | 9.03 hr | Part time |
| | Department | | |
| | Position | | |
| | | | |

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

Comments

Authorized by _____
 Approved by B. Powell Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6/19/06 Dept 611

Employee Brigham S Hansley

Social Security No 245-15-0330 Emp ID# _____

| X | CHANGES(S) | FROM | TO |
|---|------------|---------|----------------------|
| | Grade Step | | |
| | Rate | 9.03 hr | Part time |
| | Department | | |
| | Position | | |
| | | | |

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

JUN 30 11:18 AM '06
 STEPHEN BERG
 CLERK

Comments

Authorized by _____
 Approved by Bubble Paul Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6/19/06 Dept 611

Employee Christopher L McFarland

Social Security No 450-85-2328 Emp ID# _____

| X | CHANGES(S) | FROM | TO |
|---|------------|---------|-----------|
| | Grade Step | | |
| | Rate | 9.03 hr | part time |
| | Department | | |
| | Position | | |

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

Comments

Authorized by _____

Approved by *Robert [Signature]* Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

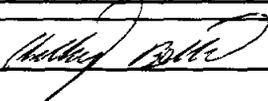
PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 07-01-06 Dept Jail
 Employee Patrick Doyle
 Social Security No _____ Emp ID# 1468

| X | CHANGES(S) | FROM | TO |
|-------------------------------------|------------|---------|---------|
| <input checked="" type="checkbox"/> | Grade Step | 13, 5 | 13, 6 |
| | Rate | 1047.64 | 1060.90 |
| | Department | | |
| | Position | | |

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

Comments

Authorized by  Date _____
 Approved by _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-8-06 Dept 565/Co. JAIL
 Employee JC ANN DUFFEY
 Social Security No _____ Emp ID# 1491

| X | CHANGES(S) | FROM | TO |
|---|------------|-------------|----|
| | Grade Step | 9, 1 | |
| | Rate | \$848.72 sm | |
| | Department | | |
| | Position | Jail Cook | |

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

Comments 6 month introductory period
Karen Hughes position

Authorized by _____
 Approved by Jill McCarty Date 6-23-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 06/12/06 Dept 565/C. Jail
 Employee Joseph Harrison
 Social Security No _____ Emp ID# 1494

| X | CHANGES(S) | FROM | TO |
|---|------------|--------------|----|
| | Grade Step | 13,5 | |
| | Rate | \$1047.64 sm | |
| | Department | | |
| | Position | | |

REASON(S) FOR THE CHANGE(S)

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

Comments 6 month introductory period
Chad Wade jailer position

Authorized by _____
 Approved by Jill McLaughlin Date 6-23-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 7-16-06 Dept 560

Employee Don Gross

Social Security No _____ Emp ID# 1103

| X | CHANGES(S) | FROM | TO |
|---|------------|-------------------|-------------------|
| | Grade Step | | |
| | Rate | | |
| | Department | | |
| | Position | DEPUTY | DEPUTY |
| | | UPSHUR COUNTY, TX | UPSHUR COUNTY, TX |
| | | | JUN 30 PM 11:19 |
| | | | STEFFENBERG |

REASON(S) FOR THE CHANGE(S)

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

Comments

5 years \$10.00 s/m

anniv date 7-16-06

Authorized by Gary Roberts Date 6-27-06

Approved by _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 7/16/06 Dept Road & Bridge

Employee Lisa Tefkeller

Social Security No 453-13-9122 Emp ID# 1433

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

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

Comments

Anniversary Date 7-18-05

1 year \$2 s/m

Authorized by _____

Approved by *[Signature]* Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 7/1/06 Dept 453/JP#3

Employee Brandy Lee

Social Security No _____ Emp. ID# 952

| 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 Longevity 2 year \$4.5/m

06/21/06 anniversary date

Authorized by Walter Penn Date 6/14/06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date MAY 16, 2006 Dept 403

Employee KEISHA N. BRADLEY

Social Security No _____ Emp ID# 1439

| X | CHANGES(S) | FROM | TO |
|---|------------|-----------|-------------------------|
| | Grade Step | | 3/6 |
| | Rate | | 742.63 S/M |
| | Department | | |
| X | Position | PART-TIME | REGULAR SALARY EMPLOYEE |
| | | | |

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

JUN 30 2006 PM 1:19
 STEPHEN BERG

Comments **FILL STACY JACKSON POSITION**
EFFECTIVE 5-16-06

INTRODUCTORY PERIOD WAIVED

Authorized by _____

Approved by Robert Spindler Date 6-29-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-10-2006 Dept County Clerk

Employee Samuel Depson

Social Security No _____ Emp ID# 1425

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

JUN 30 PM 1:19
 COUNTY, TX.
 DEPT. CLERK

REASON(S) FOR THE CHANGE(S)

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

Comments 1 yr
Anniversary Date 6-10-06
2 s/m

Authorized by: [Signature] Date 6-16-06

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S).

Effective Date 8-15-05 Dept 611

Employee JAMES McCALLEY

Social Security No _____ Emp ID# 636

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

BY _____
 COUNTY CLERK
 JUN 30 PM 1:19
 MEMPHIS

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 s/m
Anniversary Date 8-2-05

Authorized by _____

Approved by

Bobbie Paulson

Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 07-01-06 Dept Sheriff- jail
 Employee Tony Gasker
 Social Security No _____ Emp ID# 1158

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

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

Comments 2 years \$4 s/m

06/28/06 anniversary date

Authorized by [Signature] Date 06-27-06
 Approved by _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 01/26/06 Dept 650 Co. Library
 Employee Jo Dean Sturm
 Social Security No _____ Emp ID# _____

| X | CHANGES(S) | FROM | TO |
|---|------------|----------|----------|
| | Grade Step | 1, 4 | 5 |
| | Rate | \$676.33 | \$711.33 |
| | Department | | |
| | Position | | |

| REASON(S) FOR THE CHANGE(S) | |
|--|---|
| <input checked="" type="checkbox"/> Hired | <input type="checkbox"/> Re-Hired |
| <input type="checkbox"/> Introductory Period Ended | <input type="checkbox"/> Merit Increase |
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| <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 Introductory period
Jana Davidson position

Authorized by Ruth Smrcan
 Approved by _____ Date 6-28-06

| DEP | Check Date | Check Number | GROSS PAY | Issued to |
|-----|------------|-------------------|-----------|-----------------------------|
| 401 | 06/30/06 | 21669-PCA | 1,645.43 | DRENNAN, GARY L |
| 401 | 06/30/06 | 21670-PCA | 1,645.43 | FERGUSON, JOE E |
| 401 | 06/30/06 | 140591002-PC A | 2,147.02 | FOWLER, JERALD DEAN |
| 401 | 06/30/06 | 140591000-PC A | 1,645.43 | CRABTREE, LLOYD A |
| 401 | 06/30/06 | 140591001-PC A | 1,645.43 | CRITTENDEN, JAMES L |
| 401 | 06/30/06 | 21671-PCA | 947.55 | WHITESIDE, RUTH TYSON |
| *** | | | 9,676.29 | |
| 403 | 06/30/06 | 140591004-PC A | 1,077.64 | CAIN, DERONDA KAYE |
| 403 | 06/30/06 | 140591005-PC A | 841.46 | COX, GLENDA M |
| 403 | 06/30/06 | 140591008-PC A | 932.29 | SEAHORN, LORY D |
| 403 | 06/30/06 | 140591006-PC A | 648.00 | FOWLER, JERALD DEAN III |
| 403 | 06/30/06 | 21677-PCA | 494.10 | WINCHESTER, LAUREN RENEE |
| 403 | 06/30/06 | 21674-PCA | 784.42 | GIPSON, SANDEE TERESA |
| 403 | 06/30/06 | 21676-PCA | 113.40 | SUSTAIRE, MARGE E |
| 403 | 06/30/06 | 140591003-PC A | 742.63 | BRADLEY, KEISHA N |
| 403 | 06/30/06 | 21672-PCA | 672.30 | BROWN, HOLLY KAMILLE |
| 403 | 06/30/06 | 21673-PCA | 453.60 | FROST, JUSTIN SHAWN |
| 403 | 06/30/06 | 21675-PCA | 487.40 | SANDERS, ERIKA SKYE |
| 403 | 06/30/06 | 140591009-PC A | 958.29 | WINCHESTER, BARBARA L |
| 403 | 06/30/06 | 140591007-PC A | 1,545.52 | RODENBERG, ROBIN D. |
| *** | | | 9,701.05 | |
| 405 | 06/30/06 | 21678-PCA | 1,247.72 | LOYD, DANNY MICHAEL |
| *** | | | 1,247.72 | |
| 411 | 06/30/06 | 140591010-PC A | 1,155.21 | KELLEY, KARMEN CITA |
| *** | | | 1,155.21 | |
| 426 | 06/30/06 | 140591011-PC A | 1,324.40 | CULBERSON, KRISTIN E |
| *** | | | 1,324.40 | |
| 435 | 06/30/06 | 21679-PCA | 454.23 | BLASINGAME, ALICE P |
| 435 | 06/30/06 | 140591012-PC A | 1,378.63 | HENRY, KRISTI L |
| 435 | 06/30/06 | 21680-PCA | 1,994.40 | DRENNAN, DEANNA R |
| 435 | 06/30/06 | 21681-PCA | 1,159.97 | TEFFTTELLER, ALLEN K |

| DEP. | Check Date | Check Number | GROSS PAY. | Issued to |
|------|------------|-------------------|------------|-------------------------|
| *** | | | 4,987 23 | |
| 450 | 06/30/06 | 140591016-PC A | 900.51 | MARSHALL, LORING F. |
| 450 | 06/30/06 | 140591017-PC A | 885.24 | SMITH, SUSAN K. |
| 450 | 06/30/06 | 140591014-PC A | 649.81 | BUNN, KAREN R |
| 450 | 06/30/06 | 140591013-PC A | 1,545.52 | BULLOCK, CAROLYN SUE |
| 450 | 06/30/06 | 21683-PCA A | 862.72 | RICHARDSON, MARGARET |
| 450 | 06/30/06 | 140591015-PC A | 988.08 | CHEVALIER, MELISSA K |
| 450 | 06/30/06 | 21682-PCA A | 1,041.12 | HENSON, TEENA |
| *** | | | 6,873 00 | |
| 451 | 06/30/06 | 140591020-PC A | 837.46 | NORRED, LAURA L |
| 451 | 06/30/06 | 140591019-PC A | 980.08 | MANES, AMNA WYONE |
| 451 | 06/30/06 | 140591018-PC A | 1,133.00 | GRIMES, ARNOLD |
| *** | | | 2,950 54 | |
| 452 | 06/30/06 | 140591021-PC A | 881.24 | GRIFFITH, MICHELE D |
| 452 | 06/30/06 | 140591022-PC A | 828.20 | PEEL, KIMBERLY A |
| 452 | 06/30/06 | 140591023-PC A | 1,133.00 | POTTER, LYLE M. JR |
| *** | | | 2,842 44 | |
| 453 | 06/30/06 | 140591025-PC A | 1,133.00 | PERRY, CAROLYN JD |
| 453 | 06/30/06 | 140591024-PC A | 877.24 | LEE, BRANDY L. |
| *** | | | 2,010 24 | |
| 454 | 06/30/06 | 21684-PCA | 953.44 | JEWKES, SHERYL L |
| 454 | 06/30/06 | 21685-PCA | 1,133.00 | RAY, WILLIAM WALTON |
| 454 | 06/30/06 | 140591026-PC A | 117.25 | MOORE, JERRY A. |
| *** | | | 2,203 69 | |
| 476 | 06/30/06 | 140591030-PC A | 1,421.65 | MCCRIVEN, TRACI LYN |
| 476 | 06/30/06 | 140591027-PC A | 2,213.53 | CARIKER, TIMOTHY J |
| 476 | 06/30/06 | 140591028-PC A | 1,032.37 | HARRIS, NANCY J |

| DEP | Check Date | Check Number | GROSS PAY | Issued to |
|-----|------------|-------------------|-----------|-------------------------------|
| 476 | 06/30/06 | 21687-PCA | 770.03 | JONES, STEPHANIE |
| 476 | 06/30/06 | 140591032-PC A | 1,666.67 | WOOD, ROBYN K |
| 476 | 06/30/06 | 21686-PCA | 623.59 | FROST, CYNTHIA JAN |
| 476 | 06/30/06 | 140591031-PC A | 1,586.28 | WARREN, JONATHAN DAVID |
| 476 | 06/30/06 | 140591029-PC A | 1,282.82 | JONES, EVELYN D. |
| *** | | | 10,596.94 | |
| 495 | 06/30/06 | 140591033-PC A | 1,131.56 | HUTCHINS, WANDA L. |
| 495 | 06/30/06 | 140591034-PC A | 1,714.31 | LANGE, PAMELA GAY |
| *** | | | 2,845.87 | |
| 497 | 06/30/06 | 140591038-PC A | 824.20 | VICK, BRANDY R |
| 497 | 06/30/06 | 140591035-PC A | 808.94 | BROWN, NATALIE G |
| 497 | 06/30/06 | 140591036-PC A | 1,545.52 | HARRIS, MYRA N. |
| 497 | 06/30/06 | 140591037-PC A | 1,077.64 | TUEL, LINDA LOUISE |
| 497 | 06/30/06 | 21688-PCA | 196.16 | EVANS, MINA LEE |
| *** | | | 4,452.46 | |
| 499 | 06/30/06 | 21692-PCA | 940.29 | LEONARD, FONDA K. |
| 499 | 06/30/06 | 140591041-PC A | 483.71 | GIBSON, CARLA R |
| 499 | 06/30/06 | 21694-PCA | 896.51 | NEELEY, LISA D |
| 499 | 06/30/06 | 140591039-PC A | 890.51 | DAVIS, BRANDY H |
| 499 | 06/30/06 | 140591043-PC A | 904.51 | JENKINS, LATICIA ANN |
| 499 | 06/30/06 | 140591044-PC A | 1,545.52 | SMITH, MICHEAL LOYD |
| 499 | 06/30/06 | 140591045-PC A | 905.01 | WHITAKER, LADONNA LEE |
| 499 | 06/30/06 | 140591040-PC A | 1,016.60 | GENTRY, PAULA A. |
| 499 | 06/30/06 | 21690-PCA | 1,010.60 | HOWELL, LUANA GAIL |
| 499 | 06/30/06 | 140591042-PC A | 942.29 | HILL, BARBARA A |
| 499 | 06/30/06 | 21693-PCA | 902.51 | MCKINLEY, CHARLOTTE ELAINE |
| 499 | 06/30/06 | 21689-PCA | 900.51 | HARRIS, JOANNA S |
| 499 | 06/30/06 | 21691-PCA | 1,109.64 | LAMINACK, SHERRON H |
| *** | | | 12,448.21 | |
| 509 | 06/30/06 | 140591046-PC A | 749.81 | STILL, DORIS E |
| 509 | 06/30/06 | 21695-PCA | 1,050.38 | OSFIELD, STELLA ANNA |

| DEP. | Check Date | Check Number | GROSS PAY | Issued to |
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| 510 | 06/30/06 | 21698-PCA | 939.46 | HUDGINS, ROYCE L. 2 |
| 510 | 06/30/06 | 21696-PCA | 1,151.12 | COOK, JOHN RUBIN |
| 510 | 06/30/06 | 21697-PCA | 1,323 60 | DANIELS, CHARLES D. |
| *** | | | 3,414 18 | |
| 551 | 06/30/06 | 140591047-PC A | 885.07 | HARRIS, RUSSELL T |
| *** | | | 885 07 | |
| 552 | 06/30/06 | 140591048-PC A | 885.07 | ROGERS, WILLIAM A. |
| *** | | | 885.07 | |
| 553 | 06/30/06 | 140591049-PC A | 885 07 | KUHN, JERRY LYNN |
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| 554 | 06/30/06 | 21699-PCA | 885 07 | KUZA, HENRY MICHAEL II |
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| 560 | 06/30/06 | 140591063-PC A | 1,205 51 | STANLEY, TIMOTHY S. |
| 560 | 06/30/06 | 21700-PCA | 1,645 43 | BETTERTON, ANTHONY S |
| 560 | 06/30/06 | 140591058-PC A | 1,201.51 | GROSS, DON LARRY |
| 560 | 06/30/06 | 21709-PCA | 1,201 51 | TAYLOR, ANTHONY M |
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| 560 | 06/30/06 | 140591055-PC A | 1,422 96 | DICKERSON, DAVID LEE |
| 560 | 06/30/06 | 140591059-PC A | 1,137.84 | HUBBARD, STEVEN A |
| 560 | 06/30/06 | 140591066-PC A | 1,182.26 | WADE, CHAD D |
| 560 | 06/30/06 | 140591061-PC A | 1,367 91 | MULLINS, ANDREW CHASE |
| 560 | 06/30/06 | 21704-PCA | 1,195 51 | MCGAULEY, CHRISTOPHER H |
| 560 | 06/30/06 | 140591052-PC A | 1,195.51 | CARTER, TERRY G |
| 560 | 06/30/06 | 140591064-PC A | 1,182 26 | THOMPSON, DAVID S |
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| 560 | 06/30/06 | 140591051-PC A | 1,193.51 | BRUHN, JEFFERY SCOTT |
| 560 | 06/30/06 | 140591062-PC | 1,180 26 | NORRED, RANDALL J |

| DEP. | Check Date | Check Number | GROSS PAY. | Issued to |
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| 560 | 06/30/06 | 21702-PCA | 1,159.97 | JENKINS, STANLEY E. |
| 560 | 06/30/06 | 140591057-PC A | 1,303.08 | FORTSON, LARRY WAYNE |
| 560 | 06/30/06 | 21705-PCA | 1,250.04 | MURPHY, NADRA H |
| 560 | 06/30/06 | 140591050-PC A | 1,373.71 | ALFORD, JOHN MATTHEW |
| 560 | 06/30/06 | 21701-PCA | 1,299.08 | DEQUIR, JAMES A. |
| 560 | 06/30/06 | 21710-PCA | 954.29 | THOMPSON, NANCY K |
| 560 | 06/30/06 | 21703-PCA | 1,173.73 | MATTHEWS, GENEVA NELL |
| 560 | 06/30/06 | 21706-PCA | 1,438.96 | ROBERTS, GARY DALE |
| 560 | 06/30/06 | 140591053-PC A | 1,213.51 | DANIELS, JOE NATHAN |
| 560 | 06/30/06 | 140591065-PC A | 1,316.87 | TILLERY, HIRAM D |
| 560 | 06/30/06 | 140591060-PC A | 1,328.87 | MASSOLETTI, MARTY |
| 560 | 06/30/06 | 21707-PCA | 1,328.87 | STEELMAN, PAUL A. |
| 560 | 06/30/06 | 140591054-PC A | 1,328.87 | DAVIS, SCOTT WAYDE II |
| 560 | 06/30/06 | 140591067-PC A | 1,379.91 | WARREN, ROXANNE |
| *** | | | 36,712.11 | |
| 565 | 06/30/06 | 140591084-PC A | 1,322.87 | MCCAULEY, JILL A |
| 565 | 06/30/06 | 21726-PCA | 1,070.90 | YOUNGBLOOD, JOHN MICHAEL |
| 565 | 06/30/06 | 140591086-PC A | 1,068.90 | MONTS, DEBRA J |
| 565 | 06/30/06 | 21713-PCA | 1,068.90 | CHOYGE, LAWANA J |
| 565 | 06/30/06 | 140591073-PC A | 1,062.90 | BRASHER, WILLIAM A |
| 565 | 06/30/06 | 21721-PCA | 516.18 | OLLER, TRACY E |
| 565 | 06/30/06 | 140591072-PC A | 1,119.95 | BASKERVILLE, MELANIE |
| 565 | 06/30/06 | 140591083-PC A | 1,150.39 | HUDSPETH, RONALD T |
| 565 | 06/30/06 | 140591088-PC A | 1,062.90 | PAGE, JAMES E |
| 565 | 06/30/06 | 140591069-PC A | 1,237.30 | ANDREWS, TERESA L |
| 565 | 06/30/06 | 140591093-PC A | 1,117.95 | WOLBSZYN, RICHARD JOHN |
| 565 | 06/30/06 | 140591078-PC A | 1,062.90 | GAGE, GARY DON |
| 565 | 06/30/06 | 140591068-PC A | 1,062.90 | ALLEN, STELLA M |
| 565 | 06/30/06 | 140591091-PC A | 1,062.90 | SMITH, VIVIAN M |
| 565 | 06/30/06 | 21714-PCA | 610.48 | DAVIS, JAMES RODNEY |
| 565 | 06/30/06 | 140591085-PC A | 1,062.90 | MCHENRY, ANNITA |
| 565 | 06/30/06 | 140591087-PC A | 1,049.64 | MORRIS, REBEKAH A |
| 565 | 06/30/06 | 21719-PCA | 1,062.90 | NICHOLS, MARCUS ALLEN |

| DEP. | Check Date | Check Number | GROSS PAY. | Issued to |
|------|------------|-------------------|------------|------------------------------|
| 565 | 06/30/06 | 140591075-PC A | 1,148 39 | CLARK, CHRISTOPHER J |
| 565 | 06/30/06 | 140591090-PC A | 1,233 30 | SEWARD, JENNIFER DAWN |
| 565 | 06/30/06 | 21723-PCA | 1,146 39 | TOWNSEND, DAVID L JR. |
| 565 | 06/30/06 | 140591070-PC A | 1,060. 90 | AULD, H B |
| 565 | 06/30/06 | 21718-PCA | 1,159 97 | MORRIS, TIMOTHY P |
| 565 | 06/30/06 | 140591092-PC A | 1,113 95 | WILSON, JARROD |
| 565 | 06/30/06 | 140591081-PC A | 1,055. 34 | HIGGINBOTHAM, JEREMY COLE |
| 565 | 06/30/06 | 140591076-PC A | 1,057 33 | COOK, LAURIE A |
| 565 | 06/30/06 | 140591074-PC A | 1,053. 62 | CARRINGTON, STUART LEE |
| 565 | 06/30/06 | 21715-PCA | 1,047. 64 | DOYLE, JAMES PATRICK |
| 565 | 06/30/06 | 21712-PCA | 1,047 64 | BRUNNER, JOSHUA R |
| 565 | 06/30/06 | 21717-PCA | 1,047 64 | MILES, T J JR |
| 565 | 06/30/06 | 140591082-PC A | 1,047 64 | HOLEMAN, DOROTHY ELAINE |
| 565 | 06/30/06 | 140591077-PC A | 848 72 | DUFFEY, JO ANN |
| 565 | 06/30/06 | 140591079-PC A | 1,047 64 | GRIFFIN, LENON RAY JR |
| 565 | 06/30/06 | 21722-PCA | 1,512. 51 | SANDERS, BOBBY NEAL |
| 565 | 06/30/06 | 140591080-PC A | 1,271. 93 | GRISWOLD, JAMES E |
| 565 | 06/30/06 | 140591071-PC A | 1,070. 90 | BARBER, BILLIE DARLENE |
| 565 | 06/30/06 | 21711-PCA | 1,090 90 | BEAN, ELIZABETH M |
| 565 | 06/30/06 | 21725-PCA | 878 72 | WALKER, DIANE |
| 565 | 06/30/06 | 21716-PCA | 1,088. 90 | HELPESTILL, RAY B. |
| 565 | 06/30/06 | 21720-PCA | 1,141 95 | NIELL, SHERRY L. |
| 565 | 06/30/06 | 140591089-PC A | 937 03 | PATE, CASEY N. |
| 565 | 06/30/06 | 21724-PCA | 1,162 39 | WADE, ALAN M |
| *** | | | 45,045.10 | |
| 570 | 06/30/06 | 140591104-PC A | 1,559. 00 | MCJIMSEY, BRUCE F |
| 570 | 06/30/06 | 140591100-PC A | 1,624 00 | HODGES, RANDAL R |
| 570 | 06/30/06 | 140591103-PC A | 1,813 00 | LOFTICE, MIKKI MICHELLE |
| 570 | 06/30/06 | 140591096-PC A | 500. 00 | DURRUM, JAMES |
| 570 | 06/30/06 | 140591101-PC A | 546. 00 | HORNBERGER, SANDRA K |
| 570 | 06/30/06 | 140591102-PC A | 1,670. 13 | HUDGINS, ROYCE L. 3RD |
| 570 | 06/30/06 | 140591094-PC A | 1,055. 00 | BERRY, DEBORAH DENISE |
| | | | | |

| DEP. | Check Date | Check Number | GROSS PAY | Issued to |
|------|------------|--------------|-----------|------------------------|
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| 570 | 06/30/06 | 140591099-PC | 1,345 00 | HANCOCK, KATHRYN B |
| | | A | | |
| 570 | 06/30/06 | 140591095-PC | 2,621 25 | BROWN, CHRISTOPHER E |
| | | A | | |
| 570 | 06/30/06 | 140591106-PC | 2,972. 50 | SPIVEY, JOHN K |
| | | A | | |
| 570 | 06/30/06 | 140591107-PC | 980 00 | WARREN, SHERRY L |
| | | A | | |
| 570 | 06/30/06 | 140591097-PC | 1,559 00 | GEE, LINDA H |
| | | A | | |
| 570 | 06/30/06 | 140591105-PC | 1,625. 00 | SMITH, TRACY B. |
| | | A | | |
| *** | | | 22,943 38 | |
| 575 | 06/30/06 | 140591109-PC | 1,334 41 | HERNDON, LORIE A |
| | | A | | |
| 575 | 06/30/06 | 21729-PCA | 1,094. 88 | HILL, JESSICA L |
| 575 | 06/30/06 | 21728-PCA | 800 00 | AVEY, RONNIE L |
| 575 | 06/30/06 | 140591111-PC | 2,121 00 | WYLIE, MILTON J |
| | | A | | |
| 575 | 06/30/06 | 140591108-PC | 1,421 00 | EDWARDS, SANDRA D. |
| | | A | | |
| 575 | 06/30/06 | 140591110-PC | 1,556. 00 | SMITH, MELINDA L |
| | | A | | |
| *** | | | 8,327 29 | |
| 580 | 06/30/06 | 140591112-PC | 1,065. 64 | EDGE, PAMELA S. |
| | | A | | |
| *** | | | 1,065 64 | |
| 611 | 06/30/06 | 21732-PCA | 931 03 | BECK, EARNEST EARL |
| 611 | 06/30/06 | 21752-PCA | 949 55 | VALENTINE, MERLE WAYNE |
| 611 | 06/30/06 | 21754-PCA | 1,029 12 | WRIGHT, JERRY D |
| 611 | 06/30/06 | 140591115-PC | 894. 51 | HOYE, EARNEST T |
| | | A | | |
| 611 | 06/30/06 | 21755-PCA | 810. 94 | YINGLING, GARY D |
| 611 | 06/30/06 | 21748-PCA | 812. 94 | TACKETT, CLIFFORD A |
| 611 | 06/30/06 | 21734-PCA | 729. 37 | CAMPBELL, THOMAS M JR |
| 611 | 06/30/06 | 21733-PCA | 678 30 | BROWN, MARCUS A |
| 611 | 06/30/06 | 140591114-PC | 729 37 | COUTON, JAMES G |
| | | A | | |
| 611 | 06/30/06 | 21750-PCA | 799 68 | TENNISON, RICHARD EARL |
| 611 | 06/30/06 | 21739-PCA | 810 94 | HOLEMAN, LUTHER LYNN |
| 611 | 06/30/06 | 21746-PCA | 787 38 | STEGALL, TIMOTHY PHIL |
| 611 | 06/30/06 | 21741-PCA | 760. 11 | JONES, MITCHAEAL S. |
| 611 | 06/30/06 | 21749-PCA | 941. 55 | TEFTELLER, LISA ANN |
| 611 | 06/30/06 | 21745-PCA | 1,130 69 | SMITH, EDDIE J |
| 611 | 06/30/06 | 21744-PCA | 1,666 67 | PENDARVIS, ABBOTT |

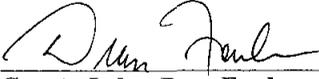
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| 611 | 06/30/06 | 21747-PCA | 1,329.60 | STOKER, JAMES LOUIS |
| 611 | 06/30/06 | 21740-PCA | 1,051.12 | JEFFERY, DONALD RAY |
| 611 | 06/30/06 | 21735-PCA | 1,037.86 | CROCKETT, HARRY JAMES |
| 611 | 06/30/06 | 21738-PCA | 951.55 | GLENN, BILLY E. |
| 611 | 06/30/06 | 21737-PCA | 729.37 | EDWARDS, GENERAL LEE |
| 611 | 06/30/06 | 21756-PCA | 976.08 | YOUNG, JOEY A. |
| 611 | 06/30/06 | 21753-PCA | 964.81 | WALTON, LLOYD H |
| 611 | 06/30/06 | 21742-PCA | 718.24 | MCCAULEY, JAMES L |
| 611 | 06/30/06 | 21743-PCA | 1,031.86 | NELSON, WILLIAM B. |
| 611 | 06/30/06 | 140591116-PC A | 1,031.86 | RITTER, DON L. |
| 611 | 06/30/06 | 140591113-PC A | 1,122.69 | BLACKSTONE, WILLY PAT |
| 611 | 06/30/06 | 21736-PCA | 1,120.69 | DAVIS, GARY W |
| 611 | 06/30/06 | 21751-PCA | 1,065.64 | THOMPSON, DANNY R |
| 611 | 06/30/06 | 21731-PCA | 980.08 | BARNES, MICHAEL H. |
| 611 | 06/30/06 | 21730-PCA | 1,006.60 | ALBRIGHT, GAYLE DAVID |
| *** | | | 29,580.20 | |
| 642 | 06/30/06 | 140591117-PC A | 1,462.22 | JOHNSON, GERALD DON |
| *** | | | 1,462.22 | |
| 650 | 06/30/06 | 140591119-PC A | 1,381.83 | SEMRAU, RUTH E |
| 650 | 06/30/06 | 21757-PCA | 177.68 | BROWN, AUDREY RAYE |
| 650 | 06/30/06 | 140591118-PC A | 742.63 | JOHNSON, KARLA MCDONALD |
| 650 | 06/30/06 | 21759-PCA | 958.29 | SMITH, EMMA JEAN |
| 650 | 06/30/06 | 21760-PCA | 945.03 | WILLIAMS, JANET C. |
| 650 | 06/30/06 | 21758-PCA | 154.50 | GLOSUP, DONA L. |
| *** | | | 4,359.96 | |
| 665 | 06/30/06 | 140591120-PC A | 353.64 | HILL, BRIAN K |
| 665 | 06/30/06 | 21762-PCA | 353.64 | WIGGINS, PAMELA ROCHELLE |
| 665 | 06/30/06 | 21761-PCA | 1,077.64 | CAMPBELL, MARY ROSE |
| *** | | | 1,784.92 | |
| | | | 235,350.76 | |
| 215 records selected 215 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 | 14033.02 | GROSS | 235,350.76 | 1377572.18 | 2685949.82 |
| Total # of Employees 215 | BAIL/H | 0.00 | 0.00 | MDCR | 3281.97 | 125AH | 82.23 | 493.38 | 986.76 |
| | BALIFF | 513.04 | 5,130.40 | RET | 20645.03 | 125CC | 208.00 | 1248.00 | 2496.00 |
| | CCP/DT | 840.00 | 10,360.00 | | | 125GL | 252.13 | 1512.78 | 2901.81 |
| | CTFEES | 93.25 | 5,300.37 | | | 125CD | 5,199.66 | 31929.74 | 63118.38 |
| | DA/32 | 0.00 | 0.00 | | | 125FC | 184.65 | 1107.90 | 2215.80 |
| | H | 5,677.84 | 42,990.59 | | | 125NF | 285.93 | 1715.58 | 3481.16 |
| | J-IVE | 2,552.74 | 30,378.88 | | | 125TL | 147.67 | 886.02 | 1772.04 |
| | J-PSD | 2,996.75 | 35,961.00 | | | 125UN | 1,745.35 | 10522.10 | 20966.20 |
| | J-PSP | 813.05 | 9,756.60 | | | CSCD/BENEF | 905.82 | 5434.92 | 11004.72 |
| | J-SA | 593.75 | 7,125.00 | | | DEFCD | 77.21 | 463.26 | 926.52 |
| | J-SAID | 1,371.00 | 16,452.00 | | | INSPF | 79.27 | 475.62 | 951.24 |
| | JPJUV | 187.45 | 2,132.15 | | | RET | 16,092.98 | 95020.21 | 185487.80 |
| | JUV | 200.00 | 2,400.00 | | | VALIC | 440.00 | 2640.00 | 5280.00 |
| | JUV/SU | 0.00 | 0.00 | | | NET TXBL | 209,729.13 | 1224598.29 | 2385382.63 |
| | LAWLE | 66.64 | 799.68 | | | FED W/H | 17,140.33 | 100586.95 | 194939.85 |
| | LONG | 1,626.00 | 19,102.00 | | | FICA TXBL | 226,339.32 | 1322721.76 | 2577026.95 |
| | PROB | 16,912.50 | 203,406.76 | | | FICA | 14,033.02 | 82008.87 | 159775.98 |
| | PROB/H | 3,222.13 | 35,612.83 | | | MEDICARE | 3,281.97 | 17179.89 | 37967.65 |
| | PROB/D | 1,968.75 | 12,958.75 | | | EIC | 56.80 | 227.20 | 282.88 |
| | SAL | 193,015.79 | 217,550.54 | | | 1012 | 88.00 | 528.00 | 1056.00 |
| | SAL-M | 481.45 | 5,777.40 | | | 1280 | 150.00 | 900.00 | 1800.00 |
| | SAL-TF | 0.00 | 4,994.44 | | | 1395 | 112.50 | 596.45 | 1271.45 |
| | SAL/91 | 0.00 | 0.00 | | | 1395A | 112.50 | 596.45 | 1271.45 |
| | SAL/GE | 746.35 | 746.35 | | | 1405 | 90.00 | 540.00 | 1080.00 |
| | SIAI | 62.50 | 750.00 | | | 1486 | 100.00 | 400.00 | 400.00 |
| | STATE | 1,201.44 | 13,734.00 | | | CSCD/LIFE | 25.54 | 153.24 | 307.24 |
| | SUPP | 208.34 | 2,500.08 | | | INSG | 54.36 | 325.80 | 671.31 |
| | | | | | | INSCD | 959.90 | 5337.04 | 11101.69 |
| | SDMP | 0.00 | 0.00 | | | INSFC | 48.12 | 288.72 | 570.04 |
| | HOLIDA | 0.00 | 0.00 | | | INSNF | 63.13 | 378.78 | 757.56 |
| | SICK | 0.00 | 0.00 | | | OTH | 149.00 | 894.00 | 1788.00 |
| | VAC | 0.00 | 0.00 | | | SUP10 | 0.00 | 0.00 | 0.00 |
| | | | | | | SUPP9 | 130.00 | 780.00 | 1560.00 |
| | | | | | | TRUSTEE | 115.00 | 690.00 | 1380.00 |
| | | | | | | TRUSTEE/3 | 0.00 | 0.00 | 915.00 |
| | | | | | | TRUSTEE/5 | 324.00 | 1944.00 | 3888.00 |
| | | | | | | TXGSLC | 208.50 | 1251.00 | 2502.00 |
| | | | | | | NET PAY | 172,520.85 | 1006970.68 | 1960255.37 |

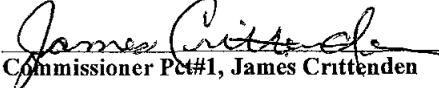
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| CHECK #... | CHECK DATE | VENDOR NAME.... | AMOUNT..... |
|------------------------|------------|--|-------------|
| 141876-APC | 06/30/06 | UPSHUR CO CSCD BENEFITS ACCOUNT | 905.82 |
| 141877-APC | 06/30/06 | UPSHUR CO CSCD BENEFITS ACCOUNT | 25.54 |
| 141878-APC | 06/30/06 | NATIONWIDE RETIREMENT SOLUTIONS | 77.21 |
| 141879-APC | 06/30/06 | FIRST NATIONAL BANK GILMER | 34,629.98 |
| 141880-APC | 06/30/06 | FIRST NATIONAL BANK GILMER | 17,083.53 |
| 141881-APC | 06/30/06 | UPSHUR COUNTY IRC/125 | 285.93 |
| 141882-APC | 06/30/06 | UPSHUR COUNTY IRC/125 | 184.65 |
| 141883-APC | 06/30/06 | UPSHUR COUNTY IRC/125 | 82.23 |
| 141884-APC | 06/30/06 | UPSHUR COUNTY IRC/125 | 147.67 |
| 141885-APC | 06/30/06 | UPSHUR COUNTY IRC/125 | 252.13 |
| 141886-APC | 06/30/06 | UPSHUR COUNTY IRC/125 | 5,199.66 |
| 141887-APC | 06/30/06 | ATTORNEY GENERAL OF TEXAS | 149.00 |
| 141888-APC | 06/30/06 | POLICE AND FIREMEN'S INS ASSOC | 158.50 |
| 141889-APC | 06/30/06 | UPSHUR COUNTY INSURANCE ACCOUNT | 959.90 |
| 141890-APC | 06/30/06 | TXGSDU | 88.00 |
| 141891-APC | 06/30/06 | OFFICE OF THE ATTORNEY GENERAL | 112.50 |
| 141892-APC | 06/30/06 | TEXAS CHILD SUPPORT DISBURSEMENT UNIT | 150.00 |
| 141893-APC | 06/30/06 | OFFICE OF THE ATTORNEY GENERAL | 112.50 |
| 141894-APC | 06/30/06 | TCSDU | 90.00 |
| 141895-APC | 06/30/06 | OFFICE OF THE ATTORNEY GENERAL | 100.00 |
| 141896-APC | 06/30/06 | SHARON KEMP #0539655371 | 130.00 |
| 141897-APC | 06/30/06 | TEXAS COUNTY & DISTRICT RETIREMENT SYSTE | 74,552.04 |
| 141898-APC | 06/30/06 | STANDING CHAPTER THIRTEEN TRUSTEE | 115.00 |
| 141899-APC | 06/30/06 | STANDING CHAPTER 13 TRUSTEE | 324.00 |
| 141900-APC | 06/30/06 | TG | 208.50 |
| 141901-APC | 06/30/06 | VALIC | 440.00 |
| 141902-APC | 06/30/06 | VERITY NATIONAL GROUP | 1,745.35 |
| 141903-APC | 06/30/06 | VERITY NATIONAL GROUP | 208.00 |
| Total for All Payments | | | 138,517.64 |

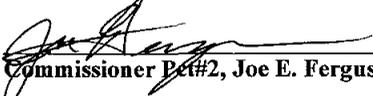
BY _____
UPSHUR COUNTY, TX.
05 JUN 30 PM 1:26
NORMAN ROSENBERG
COUNTY CLERK


County Judge, Dean Fowler


Commissioner Pct#3, Lloyd A. Crabtree


Commissioner Pct#1, James Crittenden


Commissioner Pct#4, Gary Drennan

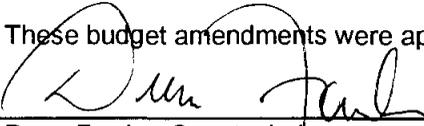

Commissioner Pct#2, Joe E. Ferguson

June 30, 2006

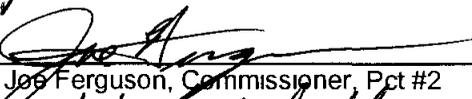
LINE ITEM TRANSFER BUDGET AMENDMENTS

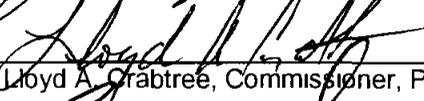
| FY 2006 | FROM | | TO | |
|------------------------|----------------------------|-------------------------|--|--|
| | | | Commissioners Court/General Fund Revenues | |
| | | | 10-380-0003 | State Supplements \$ 597 15 |
| | | | 10-401-1900 | Salary Supplements \$ 597 15 |
| | County Clerk | | County Clerk | |
| 10-403-1200 | Salary Regular | \$ 648 00 | 10-403-1300 | Part-time \$ 648 00 |
| 10-403-4502 | Education Exp | \$ 28 66 | 10-403-4520 | Mileage \$ 28 66 |
| | County Court | | County Court | |
| 10-426-4145 | Transcripts | \$ 995 97 | 10-426-4135 | Court Costs & Services \$ 1,862 97 |
| 10-426-4502 | Education Exp | \$ 867 00 | | |
| | District Clerk | | District Clerk | |
| 10-450-3095 | Books/publications | \$ 2 00 | 10-450-3090 | Post Office Rental \$ 2 00 |
| | Elections | | Elections | |
| 10-490-4502 | Materials | \$ 270 00 | 10-490-4502 | Education Exp \$ 270 00 |
| | County Auditor | | County Auditor | |
| 10-495-3010 | Office Supplies | \$ 27 75 | 10-495-5200 | Computer Equipment \$ 27 75 |
| 86-800-8000 | Insurance Fund | \$ 47,000 00 | 10-560-3200 | Sheriff Gasoline \$ 40,000 00 |
| | | | 10-560-3420 | Vehicle Repairs \$ 7,000 00 |
| 10-560-3380 | County Jail | \$ 458 20 | 10-560-3105 | Sheriff Investigative \$ 353 50 |
| | | | 10-560-3220 | Oil, grease \$ 41 45 |
| | | | 10-560-5350 | Communication Equipmt \$ 63 25 |
| | County Jail | | County Jail | |
| 10-565-1200 | Salary Regular | \$ 2,007 16 | 10-565-1300 | Part-time \$ 2,007 16 |
| 10-565-3420 | Vehicle Repairs | \$ 2,682 13 | 10-565-3110 | Uniforms \$ 389 35 |
| 10-565-3380 | Misc | \$ 118 98 | 10-565-3480 | Janitorial \$ 2,411 76 |
| | Road & Bridge | | Road & Bridge | |
| 10-611-4335 | Long Distance | \$ 234 49 | 10-611-4310 | Water, sewer, garbage \$ 234 49 |
| | JP Court Technology | | JP Court Technology | |
| 48-409-5400 | Office Machines/equipt | \$ 900 51 | 48-409-4502 | Education Exp \$ 900 51 |
| | | \$ 55,340 34 | | \$ 56,534 64 |

These budget amendments were approved on this the 30th day of June, 2006


Dean Fowler, County Judge


James L. Crittenden, Commissioner, Pct #1


Joe Ferguson, Commissioner, Pct #2


Lloyd A. Grabtree, Commissioner, Pct #3


Gary Drennan, Commissioner, Pct #4

JUN 30 PM 1:26
DEPUTY
COUNTY, TX.
JENNIFER BERG

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

Current YTD Expenditures

10 - GENERAL FUND - COMMISSIONERS COURT

| Account..... | Orig Budget | Curr Budget | ..YTD Expenses | ..Encumbrances | .YTD Exp + Enc | .UnEnc Balance | %Rm |
|------------------------------------|----------------|----------------|-------------------|----------------|-------------------|------------------|-----------|
| 401-1000 Salary Elected Official | 197,452 | 197,452 | 148,088.70 | 0.00 | 148,088.70 | 49,363.30 | 25 |
| 401-1200 Salary Regular Employee | 22,693 | 22,693 | 17,043.90 | 0.00 | 17,043.90 | 5,649.10 | 25 |
| 401-1900 Salary Supplements | 10,000 | 10,000 | 10,597.15 | 0.00 | 10,597.15 | -597.15 | -6 |
| 401-2150 Soc Sec Taxes | 16,574 | 16,574 | 12,822.13 | 0.00 | 12,822.13 | 3,751.87 | 23 |
| 401-2300 Retirement Match | 20,353 | 20,353 | 15,815.35 | 0.00 | 15,815.35 | 4,537.65 | 22 |
| 401-2450 Unemployment Comp | 150 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 401-3010 Office Supplies | 1,000 | 1,000 | 104.68 | 0.00 | 104.68 | 895.32 | 90 |
| 401-3095 Books & Publications | 150 | 150 | 0.00 | 0.00 | 0.00 | 150.00 | 100 |
| 401-4230 Bonds | 300 | 300 | 100.00 | 0.00 | 100.00 | 200.00 | 67 |
| 401-4490 Legal Ads & Notices | 1,500 | 1,500 | 372.65 | 0.00 | 372.65 | 1,127.35 | 75 |
| 401-4502 Educational Expense | 6,000 | 6,000 | 2,250.30 | 0.00 | 2,250.30 | 3,749.70 | 62 |
| 401-4600 Assoc & Organization Dues | 500 | 500 | 200.00 | 0.00 | 200.00 | 300.00 | 60 |
| TOTAL COMMISSIONERS COURT | 276,672 | 276,522 | 207,394.86 | 0.00 | 207,394.86 | 69,127.14 | 25 |

10 - GENERAL FUND - COUNTY CLERK

| | | | | | | | |
|------------------------------------|----------------|----------------|-------------------|-----------------|-------------------|------------------|-----------|
| 403-1000 Salary Elected Official | 37,093 | 37,093 | 27,819.36 | 0.00 | 27,819.36 | 9,273.64 | 25 |
| 403-1200 Salary Regular Employee | 108,154 | 107,895 | 95,458.68 | 0.00 | 95,458.68 | 12,436.12 | 12 |
| 403-1300 Part Time Employees | 0 | 259 | 907.20 | 0.00 | 907.20 | -648.00 | 250 |
| 403-2150 Soc Sec Taxes | 11,687 | 11,687 | 8,947.94 | 0.00 | 8,947.94 | 2,739.06 | 23 |
| 403-2300 Retirement Match | 14,833 | 14,833 | 11,095.25 | 0.00 | 11,095.25 | 3,737.75 | 25 |
| 403-2450 Unemployment Comp | 1,000 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 403-3010 Office Supplies | 4,000 | 4,000 | 2,837.93 | 457.10 | 3,295.03 | 704.97 | 18 |
| 403-3030 Stationery, Forms, Books | 8,000 | 8,000 | 6,851.34 | 0.00 | 6,851.34 | 1,148.66 | 14 |
| 403-3095 Books & Publications | 1,000 | 1,000 | 0.00 | 545.00 | 545.00 | 455.00 | 46 |
| 403-4230 Bonds | 100 | 100 | 100.00 | 0.00 | 100.00 | 0.00 | 0 |
| 403-4445 Records Indexing | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 403-4502 Educational Expense | 2,000 | 1,990 | 1,178.77 | 120.00 | 1,298.77 | 690.87 | 35 |
| 403-4520 Act. Reimbursable Mi | 500 | 736 | 764.56 | 0.00 | 764.56 | -28.66 | -4 |
| 403-4600 Assoc & Organization Dues | 100 | 100 | 0.00 | 0.00 | 0.00 | 100.00 | 100 |
| TOTAL COUNTY CLERK | 188,467 | 187,693 | 155,961.03 | 1,122.10 | 157,083.13 | 30,609.41 | 16 |

10 - GENERAL FUND - VETERANS SERVICE

| | | | | | | | |
|--------------------------------|---------------|---------------|------------------|-------------|------------------|-----------------|-----------|
| 405-1100 Salary Apptd Official | 29,898 | 29,898 | 22,518.96 | 0.00 | 22,518.96 | 7,379.04 | 25 |
| 405-2150 Soc Sec Taxes | 2,160 | 2,160 | 1,675.02 | 0.00 | 1,675.02 | 484.98 | 22 |
| 405-2300 Retirement Match | 2,703 | 2,703 | 2,026.72 | 0.00 | 2,026.72 | 676.28 | 25 |
| 405-2450 Unemployment Comp | 150 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 405-3010 Office Supplies | 100 | 81 | 9.67 | 0.00 | 9.67 | 71.33 | 88 |
| 405-4502 Educational Expense | 800 | 819 | 819.00 | 0.00 | 819.00 | 0.00 | 0 |
| 405-4600 Assoc & Organization | 20 | 20 | 20.00 | 0.00 | 20.00 | 0.00 | 0 |
| TOTAL VETERANS SERVICE | 35,831 | 35,681 | 27,069.37 | 0.00 | 27,069.37 | 8,611.63 | 24 |

10 - GENERAL FUND - UPSHUR CO. EMERGENCY

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

Current YTD Expenditures

10 - GENERAL FUND - COMPUTER

| Account..... | Orig Budget | Curr Budget | ..YTD Expenses | ..Encumbrances | .YTD Exp + Enc | .UnEnc Balance | %Rm |
|-------------------------------|----------------|----------------|-------------------|----------------|-------------------|------------------|-----------|
| 411-4450 Software Maintenance | 96,000 | 96,000 | 94,287.95 | 0.00 | 94,287.95 | 1,712.05 | 2 |
| 411-4495 Contracted Services | 3,500 | 3,500 | 2,085.09 | 0.00 | 2,085.09 | 1,414.91 | 40 |
| 411-4502 Educational Expense | 1,000 | 1,000 | 726.09 | 0.00 | 726.09 | 273.91 | 27 |
| 411-5200 Computer Equipment | 25,000 | 25,000 | 23,717.40 | 299.00 | 24,016.40 | 983.60 | 4 |
| 411-5250 Computer Software | 5,000 | 5,000 | 0.00 | 0.00 | 0.00 | 5,000.00 | 100 |
| TOTAL COMPUTER | 168,842 | 168,692 | 149,556.97 | 299.00 | 149,855.97 | 18,836.03 | 11 |

10 - GENERAL FUND - COUNTY COURT

| | | | | | | | |
|-------------------------------------|----------------|----------------|------------------|-------------|------------------|------------------|-----------|
| 426-1200 Salary Regular Employee | 31,738 | 31,738 | 23,829.20 | 0.00 | 23,829.20 | 7,908.80 | 25 |
| 426-2150 Soc Sec Taxes | 2,291 | 2,291 | 1,699.35 | 0.00 | 1,699.35 | 591.65 | 26 |
| 426-2300 Retirement Match | 2,869 | 2,869 | 2,144.59 | 0.00 | 2,144.59 | 724.41 | 25 |
| 426-2450 Unemployment Comp | 150 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 426-3010 General Office Supplies | 1,000 | 1,000 | 820.58 | 0.00 | 820.58 | 179.42 | 18 |
| 426-3095 Books & Publications | 300 | 300 | 90.00 | 0.00 | 90.00 | 210.00 | 70 |
| 426-4010 Petit Jury | 5,000 | 5,000 | 3,394.55 | 0.00 | 3,394.55 | 1,605.45 | 32 |
| 426-4015 Sub Court Reporter | 10,000 | 10,000 | 6,705.00 | 0.00 | 6,705.00 | 3,295.00 | 33 |
| 426-4110 Senate Bill 7 Appointments | 50,000 | 50,000 | 33,050.25 | 0.00 | 33,050.25 | 16,949.75 | 34 |
| 426-4135 Court Costs & Services | 15,000 | 15,000 | 16,862.97 | 0.00 | 16,862.97 | -1,862.97 | -12 |
| 426-4145 Transcripts | 1,000 | 1,000 | 0.00 | 0.00 | 0.00 | 1,000.00 | 100 |
| 426-4502 Educational Expense | 1,000 | 1,000 | 125.00 | 0.00 | 125.00 | 875.00 | 88 |
| TOTAL COUNTY COURT | 120,348 | 120,198 | 88,721.49 | 0.00 | 88,721.49 | 31,476.51 | 26 |

10 - GENERAL FUND - 115TH DISTRICT COURT

| | | | | | | | |
|--|---------|---------|-----------|------|-----------|-----------|-----|
| 435-1100 Salary Apptd Official | 68,060 | 68,060 | 57,306.22 | 0.00 | 57,306.22 | 10,753.78 | 16 |
| 435-1300 Part Time Employees | 10,000 | 10,000 | 4,822.73 | 0.00 | 4,822.73 | 5,177.27 | 52 |
| 435-2150 Soc Sec Taxes | 6,000 | 6,000 | 4,989.12 | 0.00 | 4,989.12 | 1,010.88 | 17 |
| 435-2300 Retirement Match | 7,000 | 7,000 | 5,156.48 | 0.00 | 5,156.48 | 1,843.52 | 26 |
| 435-2450 Unemployment Comp | 500 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 435-3010 General Office Supplies | 2,000 | 2,000 | 1,367.38 | 0.00 | 1,367.38 | 632.62 | 32 |
| 435-3090 Post Office Box Rental | 68 | 68 | 68.00 | 0.00 | 68.00 | 0.00 | 0 |
| 435-3095 Books & Publications | 3,500 | 3,500 | 3,275.50 | 0.00 | 3,275.50 | 224.50 | 6 |
| 435-4010 Petit Jury | 18,500 | 18,000 | 15,176.00 | 0.00 | 15,176.00 | 2,824.00 | 16 |
| 435-4011 Grand Jury | 1,500 | 2,400 | 1,946.00 | 0.00 | 1,946.00 | 454.00 | 19 |
| 435-4012 Jury Commissioner | 500 | 500 | 40.00 | 0.00 | 40.00 | 460.00 | 92 |
| 435-4013 Visiting Judge | 1,000 | 1,000 | 743.79 | 0.00 | 743.79 | 256.21 | 26 |
| 435-4015 Sub Court Reporter | 12,000 | 12,000 | 10,603.00 | 0.00 | 10,603.00 | 1,397.00 | 12 |
| 435-4110 Senate Bill 7 Appointments | 135,000 | 131,335 | 84,444.62 | 0.00 | 84,444.62 | 46,890.38 | 36 |
| 435-4120 Ct Appt Attorney-Civil | 125,000 | 125,000 | 78,540.00 | 0.00 | 78,540.00 | 46,460.00 | 37 |
| 435-4125 Capital Murder Trial Expenses | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 435-4135 Court Costs | 2,000 | 2,000 | 1,311.31 | 0.00 | 1,311.31 | 688.69 | 34 |
| 435-4145 Transcripts | 10,000 | 13,265 | 13,265.00 | 0.00 | 13,265.00 | 0.00 | 0 |
| 435-4150 Juror Expenses | 500 | 500 | 130.44 | 0.00 | 130.44 | 369.56 | 74 |
| 435-4185 Psychological Evaluations | 2,000 | 2,000 | 2,837.00 | 0.00 | 2,837.00 | -837.00 | -42 |
| 435-4340 Dedicated Telephone Line | 50 | 50 | 20.11 | 0.00 | 20.11 | 29.89 | 60 |
| 435-4495 Contracted Services | 1,000 | 1,000 | 0.00 | 0.00 | 0.00 | 1,000.00 | 100 |

Handwritten annotations in the County Court table:
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 {995.97}
 {867}

BUDGET AMENDMENTS

FROM

TO

10 426 4502 EDUCATION ~~\$500.00~~
10 426 4145 TRANSCRIPTS ~~500.00~~
995.97

10 426 4135 COURT COSTS
AND SERVICES
~~\$1000.00~~
1495.97

THANKS

D. Allen

6/15/06 for 6/30

BUDGET AMENDMENT

FROM

10 426 4502
EDUCATION

✓ \$ 367 00

TO

104264135 \$ 367.
COURT COSTS & SERVICE

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

Current YTD Expenditures

10 - GENERAL FUND - 115TH DISTRICT COURT

| Account..... | Orig Budget | Curr Budget | ..YTD Expenses | ..Encumbrances | .YTD Exp + Enc | .UnEnc Balance | %Rm |
|------------------------------------|----------------|----------------|-------------------|----------------|-------------------|-------------------|-----------|
| 435-4502 Educational Expense | 1,500 | 1,500 | 1,358.61 | 0.00 | 1,358.61 | 141.39 | 9 |
| 435-4600 Assoc & Organization Dues | 2,400 | 2,400 | 515.00 | 0.00 | 515.00 | 1,885.00 | 79 |
| TOTAL 115TH DISTRICT COURT | 410,078 | 409,578 | 287,916.31 | 0.00 | 287,916.31 | 121,661.69 | 30 |

10 - GENERAL FUND - DISTRICT CLERK

| | | | | | | | |
|------------------------------------|----------------|----------------|-------------------|---------------|-------------------|------------------|-----------|
| 450-1000 Salary Elected Official | 37,093 | 37,093 | 27,819.36 | 0.00 | 27,819.36 | 9,273.64 | 25 |
| 450-1200 Salary Regular Employee | 130,009 | 130,009 | 88,090.85 | 0.00 | 88,090.85 | 41,918.15 | 32 |
| 450-2150 Soc Sec Taxes | 11,949 | 11,949 | 8,928.20 | 0.00 | 8,928.20 | 3,020.80 | 25 |
| 450-2300 Retirement Match | 15,107 | 15,107 | 11,173.52 | 0.00 | 11,173.52 | 3,933.48 | 26 |
| 450-2450 Unemployment Comp | 650 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 450-3010 General Office Supplies | 3,000 | 2,852 | 1,690.38 | 167.60 | 1,857.98 | 993.65 | 35 |
| 450-3030 Stationery, Forms, Books | 3,500 | 3,500 | 1,521.45 | 0.00 | 1,521.45 | 1,978.55 | 57 |
| 450-3090 Post Office Rental | 130 | 130 | 132.00 | 0.00 | 132.00 | -2.00 | -2 |
| 450-3095 Books & Publications | 150 | 150 | 104.00 | 0.00 | 104.00 | 46.00 | 31 |
| 450-4230 Bonds | 250 | 250 | 50.00 | 0.00 | 50.00 | 200.00 | 80 |
| 450-4502 Educational Expense | 1,800 | 1,800 | 1,028.88 | 0.00 | 1,028.88 | 771.12 | 43 |
| 450-4520 Act. Reimbursable M1 | 0 | 148 | 148.37 | 0.00 | 148.37 | 0.00 | 0 |
| 450-4600 Assoc & Organization Dues | 300 | 300 | 0.00 | 0.00 | 0.00 | 300.00 | 100 |
| TOTAL DISTRICT CLERK | 203,938 | 203,288 | 140,687.01 | 167.60 | 140,854.61 | 62,433.39 | 31 |

10 - GENERAL FUND - JUSTICE OF PEACE #1

| | | | | | | | |
|--------------------------------------|---------------|---------------|------------------|------------------|------------------|------------------|-----------|
| 451-1000 4 - Salary Elected Official | 27,192 | 27,192 | 20,394.00 | 0.00 | 20,394.00 | 6,798.00 | 25 |
| 451-1200 4 - Salary Regular Employee | 41,655 | 41,655 | 32,699.72 | 0.00 | 32,699.72 | 8,955.28 | 21 |
| 451-2150 Social Security Taxes ER | 5,410 | 5,410 | 3,969.25 | 0.00 | 3,969.25 | 1,440.75 | 27 |
| 451-2300 Retirement Match | 6,393 | 6,393 | 4,778.34 | 0.00 | 4,778.34 | 1,614.66 | 25 |
| 451-2450 Unemployment Compensation | 200 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 451-3010 General Office | 1,500 | 1,453 | 3,353.66 | -1,960.28 | 1,393.38 | 60.10 | 4 |
| 451-4502 Educational Expense | 1,500 | 2,325 | 2,325.10 | 0.00 | 2,325.10 | 0.00 | 0 |
| 451-4520 TRAVEL & MILEAGE | 1,000 | 385 | 385.42 | 0.00 | 385.42 | 0.00 | 0 |
| 451-4600 Assoc & Organization Dues | 200 | 36 | 36.00 | 0.00 | 36.00 | 0.00 | 0 |
| 451-4800 Building Lease | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| TOTAL JUSTICE OF PEACE #1 | 85,050 | 84,850 | 67,941.49 | -1,960.28 | 65,981.21 | 18,868.79 | 22 |

10 - GENERAL FUND - JUSTICE OF PEACE #2

| | | | | | | | |
|----------------------------------|--------|--------|-----------|--------|-----------|-----------|-----|
| 452-1000 Salary Elected Official | 27,192 | 27,192 | 20,394.00 | 0.00 | 20,394.00 | 6,798.00 | 25 |
| 452-1200 Salary Regular Employee | 40,931 | 40,931 | 30,757.92 | 0.00 | 30,757.92 | 10,173.08 | 25 |
| 452-2150 Soc Sec Taxes | 5,038 | 5,038 | 3,762.30 | 0.00 | 3,762.30 | 1,275.70 | 25 |
| 452-2300 Retirement Match | 6,159 | 6,159 | 4,603.62 | 0.00 | 4,603.62 | 1,555.38 | 25 |
| 452-2450 Unemployment Comp | 200 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 452-3010 Office Supplies | 2,500 | 2,685 | 2,569.60 | 115.85 | 2,685.45 | 0.00 | 0 |
| 452-4502 Educational Expense | 1,500 | 1,315 | 671.17 | 0.00 | 671.17 | 643.38 | 49 |
| 452-4520 Act. Reimbursable M1 | 500 | 500 | 0.00 | 0.00 | 0.00 | 500.00 | 100 |

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

Current YTD Expenditures

10 - GENERAL FUND - DISTRICT ATTORNEY

| Account..... | Orig Budget | Curr Budget | ..YTD Expenses | ..Encumbrances | .YTD Exp + Enc | .UnEnc Balance | %Rm |
|------------------------------------|----------------|----------------|-------------------|----------------|-------------------|------------------|-----------|
| 476-4485 Investigative Expenses | 10,000 | 8,000 | 5,068.10 | 0.00 | 5,068.10 | 2,931.90 | 37 |
| 476-4502 Educational Expense | 3,000 | 5,000 | 4,584.43 | 199.08 | 4,783.51 | 216.49 | 4 |
| 476-4600 Assoc & Organization Dues | 1,500 | 1,500 | 1,235.00 | 0.00 | 1,235.00 | 265.00 | 18 |
| 476-5500 Vehicles | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| TOTAL DISTRICT ATTORNEY | 282,552 | 281,352 | 221,295.57 | 502.03 | 221,797.60 | 59,554.40 | 21 |

10 - GENERAL FUND - ELECTIONS

| | | | | | | | |
|------------------------------|---------------|---------------|------------------|--------------|------------------|------------------|-----------|
| 490-1500 Election Workers | 13,728 | 16,479 | 16,479.00 | 0.00 | 16,479.00 | 0.00 | 0 |
| 490-2150 Soc Sec Taxes | 0 | 60 | 60.29 | 0.00 | 60.29 | 0.00 | 0 |
| 490-3040 Election Materials | 7,000 | 5,213 | 3,097.82 | 34.99 | 3,132.81 | 2,080.36 | 40 |
| 490-4502 Educational Expense | 1,500 | 0 | 270.00 | 0.00 | 270.00 | -270.00 | *** |
| 490-4750 Facilities Lease | 500 | 500 | 475.00 | 0.00 | 475.00 | 25.00 | 5 |
| 490-5200 Computer Equipment | 14,635 | 14,635 | 165.31 | 0.00 | 165.31 | 14,469.69 | 99 |
| TOTAL ELECTIONS | 37,363 | 36,887 | 20,547.42 | 34.99 | 20,582.41 | 16,305.05 | 44 |

10 - GENERAL FUND - COUNTY AUDITOR

| | | | | | | | |
|------------------------------------|---------------|---------------|------------------|-------------|------------------|------------------|-----------|
| 495-1100 Salary Apptd Official | 41,143 | 41,143 | 30,857.58 | 0.00 | 30,857.58 | 10,285.42 | 25 |
| 495-1200 Salary Regular Employee | 26,437 | 26,437 | 21,088.08 | 0.00 | 21,088.08 | 5,348.92 | 20 |
| 495-2150 Soc Sec Taxes | 5,192 | 5,192 | 3,853.80 | 0.00 | 3,853.80 | 1,338.20 | 26 |
| 495-2300 Retirement Match | 6,163 | 6,163 | 4,675.37 | 0.00 | 4,675.37 | 1,487.63 | 24 |
| 495-2450 Unemployment Comp | 350 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 495-3010 Office Supplies | 1,000 | 1,000 | 601.83 | 0.00 | 601.83 | 398.17 | 40 |
| 495-3095 Books & Publications | 100 | 100 | 38.00 | 0.00 | 38.00 | 62.00 | 62 |
| 495-4230 Bonds | 300 | 300 | 0.00 | 0.00 | 0.00 | 300.00 | 100 |
| 495-4495 Contracted Services | 1,000 | 1,000 | 400.00 | 0.00 | 400.00 | 600.00 | 60 |
| 495-4502 Educational Expense | 1,500 | 1,025 | 538.50 | 0.00 | 538.50 | 486.75 | 47 |
| 495-4520 Act. Reimbursable Mi | 500 | 500 | 230.19 | 0.00 | 230.19 | 269.81 | 54 |
| 495-4600 Assoc & Organization Dues | 130 | 130 | 130.00 | 0.00 | 130.00 | 0.00 | 0 |
| 495-5200 Computer Equipment | 0 | 475 | 502.50 | 0.00 | 502.50 | -27.75 | -6 |
| TOTAL COUNTY AUDITOR | 83,815 | 83,465 | 62,915.85 | 0.00 | 62,915.85 | 20,549.15 | 25 |

10 - GENERAL FUND - COUNTY TREASURER

| | | | | | | | |
|---|--------|--------|-----------|--------|-----------|-----------|-----|
| 497-1000 Salary Elected Official | 37,093 | 37,093 | 27,819.36 | 0.00 | 27,819.36 | 9,273.64 | 25 |
| 497-1200 Salary Regular Employee | 65,011 | 65,011 | 48,341.44 | 0.00 | 48,341.44 | 16,669.56 | 26 |
| 497-1300 Part Time Employees | 5,131 | 5,131 | 3,861.90 | 0.00 | 3,861.90 | 1,269.10 | 25 |
| 497-2150 Soc Sec Taxes | 7,265 | 7,265 | 5,500.11 | 0.00 | 5,500.11 | 1,764.89 | 24 |
| 497-2300 Retirement Match | 9,656 | 9,656 | 7,201.87 | 0.00 | 7,201.87 | 2,454.13 | 25 |
| 497-2450 Unemployment Comp | 350 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 497-3010 Office Supplies | 1,000 | 1,000 | 972.00 | 24.50 | 996.50 | 3.50 | 0 |
| 497-3030 Printed Stationery, Forms, Books | 1,000 | 1,000 | 133.23 | 866.77 | 1,000.00 | 0.00 | 0 |
| 497-3065 Computer Forms | 1,000 | 1,000 | 448.23 | 450.83 | 899.06 | 100.94 | 10 |
| 497-3095 Books and Publications | 400 | 400 | 400.00 | 0.00 | 400.00 | 0.00 | 0 |

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

Current YTD Expenditures

10 - GENERAL FUND - COUNTY SHERIFF

| Account | Orig Budget | Curr Budget | YTD Expenses | Encumbrances | YTD Exp + Enc | UnEnc Balance | %Rm |
|---|------------------|------------------|-------------------|-----------------|-------------------|-------------------|-----------|
| 560-3105 Investigative | 10,000 | 14,019 | 14,124.97 | 247.12 | 14,372.09 | -353.50 | -3 |
| 560-3110 Uniforms & Accessories | 2,000 | 2,508 | 2,057.50 | 450.00 | 2,507.50 | 0.00 | 0 |
| 560-3145 Guns & Ammunition | 1,000 | 1,272 | 1,272.00 | 0.00 | 1,272.00 | 0.00 | 0 |
| 560-3200 Gasoline | 60,000 | 65,291 | 65,291.42 | 0.00 | 65,291.42 | 0.00 | 0 |
| 560-3220 Oil, Grease & Lubricants | 2,500 | 2,268 | 2,309.46 | 0.00 | 2,309.46 | -41.45 | -2 |
| 560-3230 Batteries | 500 | 522 | 522.21 | 0.00 | 522.21 | 0.00 | 0 |
| 560-3240 Tires & Tubes | 4,000 | 6,131 | 6,130.83 | 0.00 | 6,130.83 | 0.00 | 0 |
| 560-3380 Misc. Expenses | 2,000 | 1,518 | 1,537.59 | -19.21 | 1,518.38 | 0.00 | 0 |
| 560-3420 Vehicle Repair & Maint. | 7,500 | 15,087 | 15,281.93 | 0.00 | 15,281.93 | -195.30 | -1 |
| 560-4230 Bonds | 750 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 560-4470 Other Communication Maintenance | 4,000 | 4,264 | 4,264.44 | 0.00 | 4,264.44 | 0.00 | 0 |
| 560-4490 Legal Ads & Notices | 500 | 119 | 119.07 | 0.00 | 119.07 | 0.00 | 0 |
| 560-4495 Other Contracted Services | 2,000 | 1,520 | 1,520.00 | 0.00 | 1,520.00 | 0.00 | 0 |
| 560-4502 Educational Expense | 5,000 | 2,360 | 1,224.89 | 1,135.00 | 2,359.89 | 0.00 | 0 |
| 560-4600 Association Dues | 750 | 650 | 650.00 | 0.00 | 650.00 | 0.00 | 0 |
| 560-5350 Communication Equipment | 5,000 | 2,255 | 2,318.56 | 0.00 | 2,318.56 | -63.25 | -3 |
| 560-5500 Vehicles | 72,000 | 60,601 | 60,600.90 | 0.00 | 60,600.90 | 0.00 | 0 |
| 560-5900 Lights bars, Sirens, Screens, Etc. | 2,500 | 4,078 | 4,077.58 | 0.00 | 4,077.58 | 0.00 | 0 |
| TOTAL COUNTY SHERIFF | 1,210,210 | 1,211,215 | 977,894.81 | 1,890.91 | 979,785.72 | 231,429.43 | 19 |

10 - GENERAL FUND - COUNTY JAIL

| | | | | | | | |
|-----------------------------------|------------------|------------------|---------------------|-------------|---------------------|-------------------|-----------|
| 565-1200 Salary Regular Employee | 1,120,248 | 1,085,225 | 819,881.49 | 0.00 | 819,881.49 | 265,343.82 | 24 |
| 565-1300 Part-Time Employees | 0 | 35,023 | 37,029.85 | 0.00 | 37,029.85 | -2,007.16 | -6 |
| 565-2150 Soc Sec Taxes | 85,698 | 85,698 | 63,231.91 | 0.00 | 63,231.91 | 22,466.09 | 26 |
| 565-2300 Retirement Match | 101,270 | 101,270 | 74,274.70 | 0.00 | 74,274.70 | 26,995.30 | 27 |
| 565-2450 Unemployment Comp | 5,000 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 565-3010 General Office Supplies | 3,500 | 4,450 | 4,449.69 | 0.00 | 4,449.69 | 0.00 | 0 |
| 565-3096 Audio & Visual Materials | 0 | 2,250 | 2,250.00 | 0.00 | 2,250.00 | 0.00 | 0 |
| 565-3105 Investigative | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 565-3110 Uniforms & Accessories | 3,000 | 3,620 | 4,009.68 | 0.00 | 4,009.68 | -389.35 | -11 |
| 565-3115 Personal Items | 2,000 | 1,451 | 1,451.24 | 0.00 | 1,451.24 | 0.00 | 0 |
| 565-3120 Linens & Bedding | 3,000 | 1,072 | 1,071.63 | 0.00 | 1,071.63 | 0.00 | 0 |
| 565-3125 Prescriptions | 40,000 | 68,363 | 68,362.96 | 0.00 | 68,362.96 | 0.00 | 0 |
| 565-3130 Jail Clothing | 4,000 | 573 | 573.09 | 0.00 | 573.09 | 0.00 | 0 |
| 565-3135 Food | 210,000 | 199,969 | 191,321.38 | 0.00 | 191,321.38 | 8,647.25 | 4 |
| 565-3380 Misc. Expenses | 5,000 | 5,000 | 3,598.57 | 0.00 | 3,598.57 | 1,401.43 | 28 |
| 565-3420 Vehicle Repair & Maint. | 3,000 | 3,000 | 317.87 | 0.00 | 317.87 | 2,682.13 | 89 |
| 565-3480 Janitorial Supplies | 20,000 | 28,439 | 30,851.09 | 0.00 | 30,851.09 | -2,411.76 | -8 |
| 565-4460 Radio & Teletype Maint | 2,000 | 1,663 | 1,663.00 | 0.00 | 1,663.00 | 0.00 | 0 |
| 565-4495 Contracted Services | 5,000 | 5,000 | 3,697.83 | 0.00 | 3,697.83 | 1,302.17 | 26 |
| 565-4501 Transporting Prisoners | 3,000 | 3,000 | 1,084.60 | 0.00 | 1,084.60 | 1,915.40 | 64 |
| 565-4502 Educational Expense | 3,000 | 1,094 | 1,093.64 | 0.00 | 1,093.64 | 0.00 | 0 |
| 565-4860 Prisoner Medical | 80,000 | 58,497 | 54,211.95 | 0.00 | 54,211.95 | 4,285.44 | 7 |
| 565-4865 Employee Medical Exam | 1,000 | 1,000 | 347.00 | 0.00 | 347.00 | 653.00 | 65 |
| 565-5350 Communication Equipment | 2,500 | 554 | 553.92 | 0.00 | 553.92 | 0.00 | 0 |
| 565-5750 Miscellaneous Equipment | 3,000 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| TOTAL COUNTY JAIL | 1,705,216 | 1,696,211 | 1,365,327.09 | 0.00 | 1,365,327.09 | 330,883.76 | 20 |

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

Current YTD Expenditures

10 - GENERAL FUND - COUNTY SHERIFF

| Account..... | Orig Budget | Curr Budget | ..YTD Expenses | ..Encumbrances | .YTD Exp + Enc | .UnEnc Balance | %Rm |
|---|----------------------------|------------------|-------------------|-----------------|-------------------|-------------------|-----------|
| 560-1000 Salary Elected Official | 39,491 | 39,491 | 27,972.31 | 0.00 | 27,972.31 | 11,518.69 | 29 |
| 560-1200 Salary Regular Employee | 834,801 | 834,801 | 613,955.06 | 0.00 | 613,955.06 | 220,845.94 | 26 |
| 560-2150 Soc Sec Taxes | 66,883 | 66,883 | 48,011.41 | 0.00 | 48,011.41 | 18,871.59 | 28 |
| 560-2300 Retirement Match | 79,035 | 79,035 | 56,254.41 | 0.00 | 56,254.41 | 22,780.59 | 29 |
| 560-2450 Unemployment Comp | 3,000 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 560-3010 General Office Supplies | 5,000 | 6,542 | 6,464.39 | 78.00 | 6,542.39 | 0.00 | 0 |
| 560-3030 Stationery, Forms, Books | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 560-3105 Investigative | 10,000 | 14,019 | 14,124.97 | 247.12 | 14,372.09 | -353.50 | -3 |
| 560-3110 Uniforms & Accessories | 2,000 | 2,508 | 2,057.50 | 450.00 | 2,507.50 | 0.00 | 0 |
| 560-3145 Guns & Ammunition | 1,000 | 1,272 | 1,272.00 | 0.00 | 1,272.00 | 0.00 | 0 |
| 560-3200 Gasoline | 100,000 -60,000 | 65,291 | 65,291.42 | 0.00 | 65,291.42 | 0.00 | 0 |
| 560-3220 Oil, Grease & Lubricants | 2,500 | 2,268 | 2,309.46 | 0.00 | 2,309.46 | -41.45 | -2 |
| 560-3230 Batteries | 500 | 522 | 522.21 | 0.00 | 522.21 | 0.00 | 0 |
| 560-3240 Tires & Tubes | 4,000 | 6,131 | 6,130.83 | 0.00 | 6,130.83 | 0.00 | 0 |
| 560-3380 Misc. Expenses | 2,000 | 1,518 | 1,537.59 | -19.21 | 1,518.38 | 0.00 | 0 |
| 560-3420 Vehicle Repair & Maint | 1,000 -7,500 | 15,087 | 15,281.93 | 0.00 | 15,281.93 | -195.30 | -1 |
| 560-4230 Bonds | 750 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 560-4470 Other Communication Maintenance | 4,000 | 4,264 | 4,264.44 | 0.00 | 4,264.44 | 0.00 | 0 |
| 560-4490 Legal Ads & Notices | 500 | 119 | 119.07 | 0.00 | 119.07 | 0.00 | 0 |
| 560-4495 Other Contracted Services | 2,000 | 1,520 | 1,520.00 | 0.00 | 1,520.00 | 0.00 | 0 |
| 560-4502 Educational Expense | 5,000 | 2,360 | 1,224.89 | 1,135.00 | 2,359.89 | 0.00 | 0 |
| 560-4600 Association Dues | 750 | 650 | 650.00 | 0.00 | 650.00 | 0.00 | 0 |
| 560-5350 Communication Equipment | 5,000 | 2,255 | 2,318.56 | 0.00 | 2,318.56 | -63.25 | -3 |
| 560-5500 Vehicles | 72,000 | 60,601 | 60,600.90 | 0.00 | 60,600.90 | 0.00 | 0 |
| 560-5900 Lights bars, Sirens, Screens, Etc. | 2,500 | 4,078 | 4,077.58 | 0.00 | 4,077.58 | 0.00 | 0 |
| TOTAL COUNTY SHERIFF | 1,210,210 | 1,211,215 | 935,960.93 | 1,890.91 | 937,851.84 | 273,363.31 | 23 |

40,000 from Fund 86 for gasoline
 7,000 from Fund 86 for vehicle maintenance

[Handwritten Signature]

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

Current YTD Expenditures

10 - GENERAL FUND - PCT. #1

| Account..... | Orig Budget | Curr Budget | ..YTD Expenses | ..Encumbrances | ..YTD Exp + Enc | .UnEnc Balance | %Rm |
|------------------------------------|------------------|------------------|---------------------|-------------------|---------------------|-------------------|-----------|
| 611-3430 Equipment Repair & Maint. | 80,000 | 80,000 | 62,672.50 | 4,617.17 | 67,289.67 | 12,710.33 | 16 |
| 611-3460 Plumbing | 1,500 | 1,500 | 0.00 | 0.00 | 0.00 | 1,500.00 | 100 |
| 611-3470 Electrical | 5,000 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 611-4300 Electricity | 6,000 | 6,000 | 5,488.65 | 0.00 | 5,488.65 | 511.35 | 9 |
| 611-4310 Water, Sewer & Garbage | 2,000 | 2,727 | 2,961.20 | 0.00 | 2,961.20 | -234.49 | -9 |
| 611-4335 Long Dist Telephone Serv | 4,500 | 3,773 | 2,818.34 | 0.00 | 2,818.34 | 954.95 | 25 |
| 611-4480 Labor | 5,000 | 2,000 | 0.00 | 0.00 | 0.00 | 2,000.00 | 100 |
| 611-4495 Contracted Services | 85,000 | 85,000 | 59,038.75 | 0.00 | 59,038.75 | 25,961.25 | 31 |
| 611-4700 Equipment Lease | 14,000 | 14,000 | 3,200.00 | 0.00 | 3,200.00 | 10,800.00 | 77 |
| 611-5000 Land/Buildings | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 611-5100 Facilities Improvement | 10,000 | 5,000 | 995.28 | 346.20 | 1,341.48 | 3,658.52 | 73 |
| 611-5600 Road Equipment | 215,000 | 212,574 | 212,574.00 | 0.00 | 212,574.00 | 0.00 | 0 |
| 611-6000 Principal | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 611-6500 Interest | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| TOTAL PCT. #1 | 2,315,429 | 2,314,837 | 1,693,043.43 | 141,772.06 | 1,834,815.49 | 480,021.47 | 21 |

10 - GENERAL FUND - RIGHT OF WAY

| | | | | | | | |
|--------------------------------|---------------|---------------|------------------|-------------|------------------|------------------|-----------|
| 625-5050 Purchase Right of Way | 77,200 | 77,200 | 35,732.79 | 0.00 | 35,732.79 | 41,467.21 | 54 |
| TOTAL RIGHT OF WAY | 77,200 | 77,200 | 35,732.79 | 0.00 | 35,732.79 | 41,467.21 | 54 |

10 - GENERAL FUND - ALLOCATIONS TO ORGANIZATIONS

| | | | | | | | |
|--|---------------|---------------|------------------|-------------|------------------|-----------------|----------|
| 633-1000 ECONOMIC DEVELOPMENT | 25,000 | 25,000 | 25,000.00 | 0.00 | 25,000.00 | 0.00 | 0 |
| 633-4630 GLADEWATER LIBRARY | 5,000 | 5,000 | 5,000.00 | 0.00 | 5,000.00 | 0.00 | 0 |
| 633-4631 NORTHEAST TEXAS CHILD ADVOCACY CENT | 5,000 | 5,000 | 5,000.00 | 0.00 | 5,000.00 | 0.00 | 0 |
| 633-4632 GREGG COUNTY HUMANE SOCIETY | 6,500 | 6,500 | 6,500.00 | 0.00 | 6,500.00 | 0.00 | 0 |
| 633-4633 ELDERLY MEALS | 5,236 | 5,236 | 5,235.00 | 0.00 | 5,235.00 | 1.00 | 0 |
| 633-4634 SABINE VALLEY MHMR | 15,000 | 15,000 | 15,000.00 | 0.00 | 15,000.00 | 0.00 | 0 |
| 633-4635 LITERACY PROGRAM | 10,801 | 10,801 | 8,925.50 | 0.00 | 8,925.50 | 1,875.00 | 17 |
| 633-4636 HISTORICAL COMMISSION | 500 | 500 | 0.00 | 0.00 | 0.00 | 500.00 | 100 |
| 633-4637 SOIL & WATER CONSERVATION DISTRICT | 3,000 | 3,000 | 3,000.00 | 0.00 | 3,000.00 | 0.00 | 0 |
| 633-4638 ROTARY CLUB | 706 | 706 | 706.00 | 0.00 | 706.00 | 0.00 | 0 |
| 633-4639 KIWANIS CLUB | 994 | 994 | 993.50 | 0.00 | 993.50 | 0.00 | 0 |
| 633-4640 . FRIENDS OF THE LIBRARY | 5,000 | 5,000 | 5,000.00 | 0.00 | 5,000.00 | 0.00 | 0 |
| TOTAL ALLOCATIONS TO ORGANIZATIONS | 82,736 | 82,736 | 80,360.00 | 0.00 | 80,360.00 | 2,376.00 | 3 |

10 - GENERAL FUND - CHILD PROTECTIVE BOARD

| | | | | | | | |
|-------------------------------------|----------|----------|-------------|-------------|-------------|-------------|------------|
| 640-4630 . GLADEWATER LIBRARY | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| TOTAL CHILD PROTECTIVE BOARD | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |

Statement of Expenditures - Budget vs Actual

JP COURT TECHNOLOGY FUND

The Software Group, Inc

Current YTD Expenditures for Fiscal 2005-2006

48 - JP COURT TECHNOLOGY FUND - NON DEPARTMENTAL

| Account | Orig Budget | Curr Budget | YTD Expenses | Encumbrances | YTD Exp + Enc | UnEnc Balance | %Rm |
|---------------------------------------|---------------|---------------|------------------|--------------|------------------|---------------|----------|
| 409-1200 JP TECHNOLOGY FUND | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 409-2150 JP TECHNOLOGY FUND | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 409-2300 JP TECHNOLOGY FUND | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 409-2450 JP TECHNOLOGY FUND | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | *** |
| 409-4502 Educational Expense | 0 | 0 | 900.51 | 0.00 | 900.51 | -900.51 | *** |
| 409-5400 Office machines & Equipment | 12,000 | 12,000 | 10,399.79 | 0.00 | 10,399.79 | 1,600.21 | 13 |
| TOTAL NON DEPARTMENTAL | 12,000 | 12,000 | 11,300.30 | 0.00 | 11,300.30 | 699.70 | 6 |
| TOTAL JP COURT TECHNOLOGY FUND | 12,000 | 12,000 | 11,300.30 | 0.00 | 11,300.30 | 699.70 | 6 |

Reminder AOL will never ask you to send us your password or credit card number in an email

This message has been scanned for known viruses

From daustineca@aol.com
To tac-aud@list.county.org
Subject Re: [Tac-aud] JP Technology fund
Date Tue, 6 Jun 2006 17:31:45 -0400

yes, Ector County is using it to pay for the interface and training.

David

-----Original Message-----

From: pamandsnuffy@aol.com
To: tac-aud@list.county.org
Sent: Tue, 6 Jun 2006 16:43:04 -0400
Subject: [Tac-aud] JP Technology fund

Since I wasn't interested at the time, I ignored your wisdom regarding the JP technology fund and what it could be used for. Now that I am interested, can this money be used for the following: expenses related to training for the JP Omni collection system?

Thanks (and sorry),

Pam

Check out AOL.com today. Breaking news, video search, pictures, email and IM. All on demand. Always Free.

Check out AOL.com today Breaking news, video search, pictures, email and IM All on demand Always Free

FILED
CLARK ROSENBERG
CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

05 JUN 30 PM 1:27

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS COUNTY, TX.

COUNTY OF UPSHUR }

BY _____
DEPUTY

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

1

First Party agrees to use only that section of (described exact route, direction and miles in tenths) Approximately 1/2 mile on Beech 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. 3 , Upshur County

4.

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

5.

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

6.

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

CLARK TIMBER COMPANY

By Dwight Clark
First Party Signature

Dean Fowler
County Judge - Dean Fowler

Street or Box:
5273 Aspen Trail

James Crittenden
Commissioner, Prec. 1 - James Crittenden

City, State and Zip Code:
Gilmer, TX 75644

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

Telephone & Fax:
903-734-4966

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

Timber Tract
Fletcher

Gary Drennan
Commissioner, Prec. 4 - Gary Drennan

Date Signed

6/30/06
Date signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED
C. W. JOENBERG
CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

05 JUN 30 PM 1:27

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS COUNTY, TX.

COUNTY OF UPSHUR }

BY _____
DEPUTY

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

1

First Party agrees to use only that section of (described exact route, direction and miles in tenths) Approximately 2 miles on Catalpa 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. 3, Upshur County

4.

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

5

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

6

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

CLARK TIMBER COMPANY

By: Daughit Clark
First Party Signature

Dean Fowler
County Judge - Dean Fowler

Street or Box.
5273 Aspen Trail

James Crittenden
Commissioner, Prec. 1 - James Crittenden

City, State and Zip Code
Gilmer, TX 75644

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

Telephone & Fax
903-734-4966

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

Timber Tract.
Fletcher

Gary Drennan
Commissioner, Prec 4 - Gary Drennan

Date Signed

6/30/06
Date signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

LEU
RODENBERG
FRK

05 JUN 30 PM 1:27

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

1.

First Party agrees to use only that section of (described exact route; direction and miles in tenths): Approximately 1/8th mile on Newsome Road.

2.

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

3.

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

4.

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

5.

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

6.

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

SULPHUR RIVER EXPLORATION, INC.

By: [Signature]
First Party Signature

[Signature]
County Judge - Dean Fowler

5949 Sherry Lane, Suite 755
Street or Box

[Signature]
Commissioner, Prec. 1 - ~~Joe Orms~~

Dallas, TX 75225
City, State and Zip Code

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

214-373-1091, Ext. 211
Telephone

[Signature]
Commissioner, Prec. 3 - ~~Rick Jackson~~

[Signature]
Commissioner, Prec. 4 - Gary Drennan

Date Signed

6/30/06
Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED
S. H. EDDENBERG
CLERK
J5 JUN 30 PM 1:27
UPSHUR COUNTY, TX.
BY _____
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }
 }
COUNTY OF UPSHUR }

KNOW ALL MEN BY THESE PRESENTS

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

1

First Party agrees to use only that section of (described exact route, direction and miles in tenths) Approximately 3/4 mile on South Montgomery and 1/2 mile on Appletree 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 moving equipment to and from lands located in Precinct No. 3, Upshur County

4.

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

5

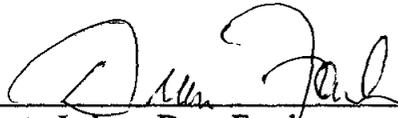
First Party agrees to POST SURVEY BOND in the amount of \$--0--, to Upshur County Commissioners' Court to insure performance of agreement.

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.

SULPHUR RIVER EXPLORATION, INC.


First Party Signature


County Judge - Dean Fowler

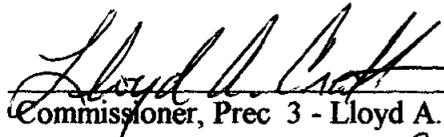
Street or Box
5949 Sherry Lane, Suite 755

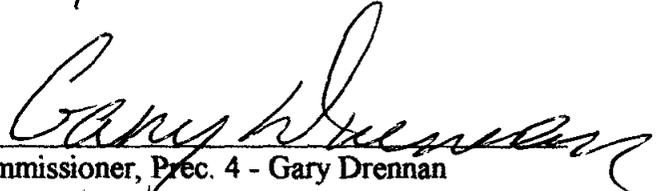

Commissioner, Prec. 1 - James Crittenden

City, State and Zip Code
Dallas, TX 75225


Commissioner, Prec 2 - Joe E. Ferguson

Telephone & Fax
214-373-1091, Ext. 211


Commissioner, Prec 3 - Lloyd A. Crabtree


Commissioner, Prec. 4 - Gary Drennan

Date Signed

6/30/06
Date Signed

PERMIT ISSUED FOR A PERIOD 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

FILED
IN ROSENBERG
NEW YORK

00 JUN 30 PM 1:27

UPSHUR COUNTY, TX.

BY _____

PRECINCT NO 1 DATE: June 15, 2006

Formal notice is hereby given that ROY STEWART, whose principal address is _____ ~~Pacal~~ Road, Gilmer, TX 75644, does hereby purpose to place a culvert within the ROW of County Road Pacal. 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 30th day of June, 2006. I, Roy Stewart, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Roy Stewart Sr.
TELEPHONE: 903-753-6255

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 June 15, 2006, except as noted below:

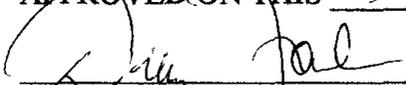
It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add 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.

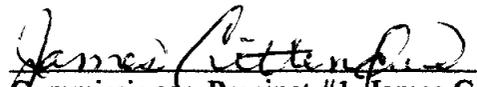
1. Barricades, warning signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located or cross roadbed at approximately right angles. No lines are to be installed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

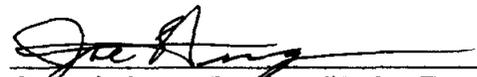
APPROVED ON THIS 30 day of JUNE, 2006.



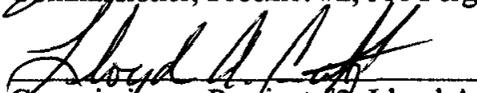
 County Judge - Dean Fowler



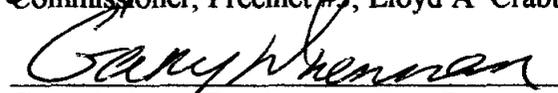
 Commissioner, Precinct #1, James Crittenden



 Commissioner, Precinct #2, Joe Ferguson



 Commissioner, Precinct #3, Lloyd A Crabtree



 Commissioner, Precinct #4, Gary Drennan

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

FILED
BOENBERG
TX

JUN 30 PM 1:27

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

DATE June 28th 2006 COUNTY, TX.
BY _____ DEPUTY

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

Starting at the intersection of Goldfinch and Grouse on the West side of Grouse rd. Going South approx. .4 tenths mile, then proceeding West on the North side of Kingfisher rd. approx. .3tenths mile.

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 6 day of July, 2002

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

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



NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

LED
216 BUDENBERG
CITY PARK

05 JUN 30 PM 1:27

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

DATE, June 28 2006 OF UPSHUR COUNTY, TX.
BY _____
EXPIRES _____ DEPUTY

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

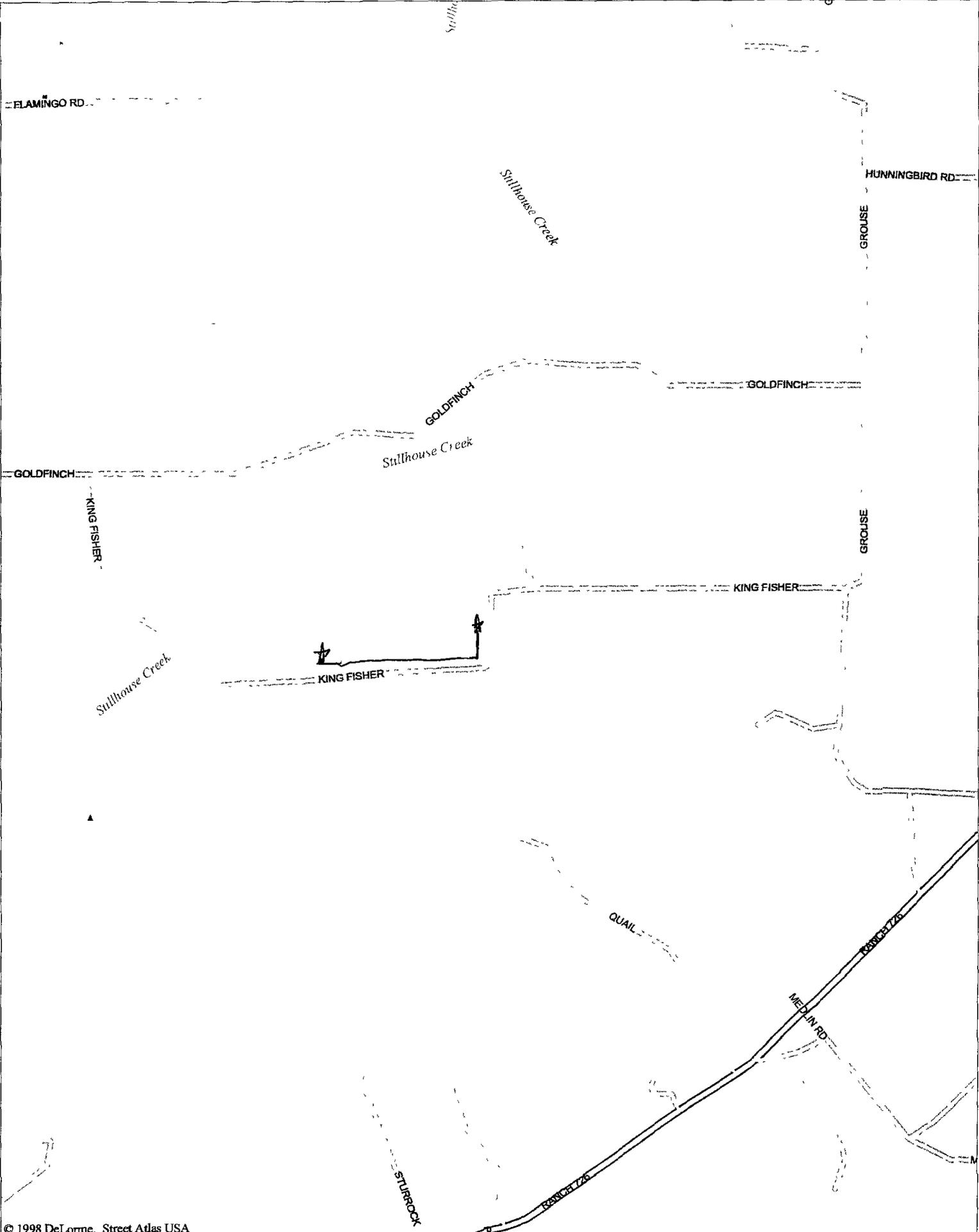
Starting approx. 3/4 mile West of Grouse rd. and Kingfisher rd. Go West approx. 1800 feet on the North side of Kingfisher rd.

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

Construction of this line will begin on or after the 6 day of July, 2002.

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

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



APPLICATION FOR FILLING ABANDONED WELL

FILED
HODDENBERG
CLERK
05 JUN 30 PM 1:27
UPSHUR COUNTY, TX.
BY _____
DEPUTY

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

Re: Abandoned well owned by: Kathy Mize
4062 FM 2263
Gilmer, TX 76544

On FM 2263 Road.

GENTLEMEN:

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

Respectfully yours,

Kathy Mize

PRECINCT 2
DATE: ~~16~~ 16

APPROVED REJECTED _____

Dean Fowler
County Judge, Dean Fowler

James Crittenden
Commissioner, Prec. #1, James Crittenden

Buddy Ferguson
Commissioner, Prec. #2, Buddy Ferguson

Lloyd Crabtree
Commissioner, Prec. #3, Lloyd Crabtree

Gary Drennan
Commissioner, Prec. #4, Gary Drennan

Property off of Hwy 294 → Cypress Creek Lot #1
Mailing Address: _____
PO Box 607 05 JUN 30 PM 1:27
White Oak, TX 75693
Telephone No. (903) 738-4489 UPSHUR COUNTY, TX.

LETTER AGREEMENT

BY _____
DEPUTY

Date: 6/26/, 2006

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

x _____
[Signature]

UPSHUR COUNTY

By _____
[Signature]
Its County Judge



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



FAX: (903)843-5492

COUNTY AUDITOR

(903)843-4000

June 30, 2006

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

Members of the Court.

During the month of June, 2006, the Auditor's office performed regular quarterly internal reviews for all fee offices in the county. Internal reports and supporting documents for the quarter were examined. Cash counts were also performed. The balances and collections of all the offices appear to have been appropriately remitted and reported.

All working papers are available in my office for your review

Sincerely,

Pam Lange
County Auditor

RECEIVED
JUN 30 PM 1:19
UPSHUR COUNTY, TX.
BY _____
DEPUTY



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



FAX: (903)843-5492

COUNTY AUDITOR

(903)843-4000

June 30, 2006

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

FILED
L. G. GIBBERG
CLERK
JUN 30 PM 1:19
UPSHUR COUNTY, TX.
BY _____
DEPUTY

Members of the Court:

During the month of June, 2006, the Auditor's office performed regular quarterly internal reviews for all fee offices in the county. Internal reports and supporting documents for the quarter were examined. Cash counts were also performed. The balances and collections of all the offices appear to have been appropriately remitted and reported.

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

Sincerely,

Pam Lange

Pam Lange
County Auditor

City of Gilmer Fire Marshal's Office

FILED
JUN 30 2006
DENBERG
FRK

FIRE INSPECTION OF FACILITY

JUN 30 PM 1:36

Date 6-12-06 Name of Facility Porter Bldg C. COUNTY, TX.

Address Hwy 271 @ Scott BY _____ DEPUTY

Person in Charge Lt Dickerson Number of People 15

Construction Common Stories 1 Basement N/A

Roof Construction Built up Condition New

Attic yes Access to Storage Rm

Are Inside walls and ceiling flame retardant material? NO

Are there two exits from each floor? yes

Are exits open and unobstructed? yes

Location: 1st Floor N-W 2nd Floor N/A

Are stairways protected at each floor level? N/A

Fire Escapes N/A Exit Lights: OK

General condition of electrical system New

Location of switch (Main Disconnect or Breaker) BACK HALL Condition new

Is any light used other than electrical or natural NO

Type of Heating Central Vented Heaters N/A

Heater Guards N/A

Type of Connections (rigid metal type hose required) Floor

Type of refrigeration Central

Facilities for trash storage yes frequency of removal DAILY

Number of fire extinguishers 2 condition New

Last inspection date & test of extinguishers New

Is facility overcrowded NO Condition of yard N/A

Does this building meet fire regulation for Fire Department approval yes

Re-inspection required _____ Date by Required _____

Comments _____

Fire Marshal Signature John B. Taylor

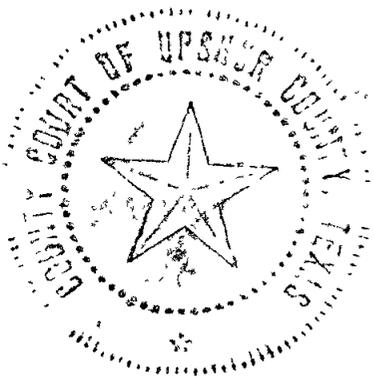
MONTHLY REPORT OF STATE AND COUNTY TAXES SUMMARY

Collected by **Micheal L. Smith**, Tax Assessor-Collector of Upshur County
 During the month of **May 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 **May 2006** showing the total collections as follows, viz

RY
 DEPUTY
 JUN 30 PM 1:21
 CLERK OF COUNTY, TX.
 RODENBERG

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 | \$117,339.95 | \$11,066.99 | \$569.22 | -8.70 | | | \$128,967.46 |
| DELINQUENT | \$26,806.93 | \$15,326.00 | \$6253.02 | 09 | | | \$48,386.04 |
| PRIOR TO 1982 ATTORNEY FEES NOT COLLECTED | | | | | | | |
| TOTAL | \$144,146.88 | \$26,392.99 | \$6822.24 | -8.61 | | | \$177,353.50 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |



Micheal L. Smith
 TAX ASSESSOR-COLLECTOR, UPSHUR COUNTY, TEXAS
 Sworn to and subscribed before me this
15th day of June 2006

Robin Rodenberg
 COUNTY CLERK, UPSHUR COUNTY, TEXAS

Pay Delinquent Tax Attorney \$6822.24

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-Collect of said county

MONTHLY REPORT

FOR AD VALOREM TAXES AND FEES

May 2006

| | | |
|---------------------------|----|------------|
| CURRENT TAXES | \$ | 117,339.95 |
| DELINQUENT TAXES | \$ | 26,806.93 |
| PENALTY & INTEREST | \$ | 26,392.99 |
| ATTORNEY FEES COLLECTED | \$ | 6,822.24 |
| TAX CERTIFICATES & FEES | \$ | 1,100.00 |
| RETURN CHECK FEES | \$ | 140.20 |
| BEER & ALCOHOL FEES | \$ | 0.00 |
| VOTER LIST | \$ | 0.00 |
| MISCELLANEOUS FEES | \$ | .50 |
| MANUAL DISTRIBUTION | \$ | 0.00 |
| VARIANCE | \$ | - 8.61 |
| FEDERAL FLOOD CONTROL | \$ | 0.00 |
| ENTITIES COLLECTIONS FEES | \$ | 0.00 |
| TEX | \$ | 0.00 |
| TOTAL COLLECTIONS | \$ | 178,594.20 |

AD VALOREM INTEREST \$ 372.17

TXDOT \$799.69

(230) UPSHUR COUNTY

| | #ITEMS | LEVY M&O | LEVY I&S | TAX DUE | DISC / P&I | ATTORNEY | FEE | AMOUNT PAID | AMOUNT DUE | VARIANCE |
|------------|--------|-----------|----------|-----------|------------|-----------|------|-------------|------------|----------|
| 1984 | 1 | 2 54 | 0 00 | 2 54 | 6 81 | 1 40 | 0 00 | 10 75 | 10 75 | 0 00 |
| 1985 | 5 | 24 96 | 0 00 | 24 96 | 63 91 | 13 33 | 0 00 | 102 20 | 102 20 | 0 00 |
| 1986 | 10 | 55 86 | 0 00 | 55 86 | 136 14 | 28 80 | 0 00 | 220 80 | 220 80 | 0 00 |
| 1987 | 10 | 210 40 | 39 97 | 250 37 | 579 02 | 124 41 | 0 00 | 953 80 | 953 80 | 0 00 |
| 1988 | 6 | 52 57 | 8 18 | 60 75 | 133 64 | 29 15 | 0 00 | 223 54 | 223 54 | 0 00 |
| 1989 | 10 | 62 21 | 9 10 | 71 31 | 148 29 | 32 94 | 0 00 | 252 54 | 252 54 | 0 00 |
| 1990 | 5 | 55 33 | 7 44 | 62 77 | 123 03 | 27 87 | 0 00 | 213 67 | 213 67 | 0 00 |
| 1991 | 11 | 64 38 | 9 12 | 73 50 | 135 21 | 31 31 | 0 00 | 240 02 | 240 02 | 0 00 |
| 1992 | 13 | 150 55 | 19 61 | 170 16 | 292 38 | 69 40 | 0 00 | 531 94 | 531 94 | 0 00 |
| 1993 | 16 | 116 25 | 13 77 | 130 02 | 207 45 | 50 60 | 0 00 | 388 07 | 388 07 | 0 00 |
| 1994 | 21 | 269 73 | 29 96 | 299 69 | 441 04 | 110 78 | 0 00 | 851 51 | 851 51 | 0 00 |
| 1995 | 29 | 300 81 | 17 01 | 317 82 | 428 34 | 111 25 | 0 00 | 857 41 | 857 41 | 0 00 |
| 1996 | 31 | 626 45 | 57 97 | 684 42 | 841 45 | 227 04 | 0 00 | 1752 91 | 1752 91 | 0 00 |
| 1997 | 23 | 669 62 | 57 91 | 727 53 | 811 48 | 230 14 | 0 00 | 1769 15 | 1769 15 | 0 00 |
| 1998 | 36 | 624 79 | 63 73 | 688 52 | 687 06 | 206 35 | 0 00 | 1581 86 | 1581 93 | -0 07 |
| 1999 | 64 | 979 29 | 0 00 | 979 29 | 849 23 | 267 38 | 0 00 | 2095 84 | 2095 90 | -0 06 |
| 2000 | 88 | 1589 07 | 206 85 | 1795 92 | 1333 23 | 452 66 | 0 00 | 3581 75 | 3581 81 | -0 06 |
| 2001 | 97 | 2498 24 | 262 59 | 2760 83 | 1739 20 | 660 05 | 0 00 | 5160 10 | 5160 08 | 0 02 |
| 2002 | 149 | 3422 52 | 385 79 | 3808 31 | 1963 51 | 857 20 | 0 00 | 6629 03 | 6629 02 | 0 01 |
| 2003 | 246 | 4376 55 | 317 82 | 4694 37 | 1827 84 | 948 12 | 0 00 | 7470 45 | 7470 33 | 0 12 |
| 2004 | 407 | 8623 77 | 524 22 | 9147 99 | 2577 74 | 1772 84 | 0 00 | 13498 70 | 13498 57 | 0 13 |
| 2005 | 5005 | 109885 89 | 7454 06 | 117339 95 | 11066 99 | 569 22 | 0 00 | 128967 46 | 128976 16 | -8 70 |
| Entity 230 | 6283 | 134661 78 | 9485 10 | 144146 88 | 26392 99 | 6822 24 ✓ | 0 00 | 177353 50 | 177362 11 | -8 61 |

| YR | DRIG | ADJ TAX | CHG | TAX DUE | NEW ADJ TAX | TAX PAID | DISC/P&I | ATT FEE | NET PAID | AMOUNT PAID | VARIANCE |
|----|------|----------|--------|----------|-------------|----------|----------|---------|----------|-------------|----------|
| 41 | | 0.13 | | 0.00 | 0.13 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 49 | | 1.27 | | 0.00 | 1.27 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 50 | | 1.28 | | 0.00 | 1.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 51 | | 2.88 | | 0.00 | 2.88 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 52 | | 3.83 | | 0.00 | 3.83 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 53 | | 1.28 | | 0.00 | 1.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 54 | | 1.28 | | 0.00 | 1.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 55 | | 1.73 | | 0.00 | 1.73 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 56 | | 1.73 | | 0.00 | 1.73 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 57 | | 1.87 | | 0.00 | 1.87 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 58 | | 1.43 | | 0.00 | 1.43 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 59 | | 4.74 | | 0.00 | 4.74 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 60 | | 4.10 | | 0.00 | 4.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 61 | | 4.97 | | 0.00 | 4.97 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 62 | | 4.92 | | 0.00 | 4.92 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 63 | | 9.64 | | 0.00 | 9.64 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 64 | | 10.11 | | 0.00 | 10.11 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 65 | | 24.43 | | 0.00 | 24.43 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 66 | | 10.01 | | 0.00 | 10.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 67 | | 29.84 | | 0.00 | 29.84 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 68 | | 38.84 | | 0.00 | 38.84 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 69 | | 56.32 | | 0.00 | 56.32 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 70 | | 60.18 | | 0.00 | 60.18 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 71 | | 34.18 | | 0.00 | 34.18 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 72 | | 57.90 | | 0.00 | 57.90 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 73 | | 23.48 | | 0.00 | 23.48 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 74 | | 34.88 | | 0.00 | 34.88 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 75 | | 68.27 | | 0.00 | 68.27 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 76 | | 57.50 | | 0.00 | 57.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 77 | | 60.35 | | 0.00 | 60.35 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 78 | | 58.97 | | 0.00 | 58.97 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 79 | | 79.36 | | 0.00 | 79.36 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 80 | | 117.68 | | 0.00 | 117.68 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 81 | | 445.93 | | 0.00 | 445.93 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 82 | | 2884.79 | | 0.00 | 2884.79 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 83 | | 5673.01 | | 0.00 | 5673.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 84 | | 30091.98 | | 0.00 | 30091.98 | 2.54 | 6.81 | 1.40 | 10.75 | 10.75 | 0.00 |
| 85 | | 38284.59 | | 0.00 | 38284.59 | 24.96 | 63.91 | 13.33 | 102.20 | 102.20 | 0.00 |
| 86 | | 30250.21 | -78.33 | 30171.88 | 55.86 | 136.14 | 28.80 | 220.80 | 220.80 | 220.80 | 0.00 |
| 87 | | 30363.73 | -10.34 | 30353.39 | 250.37 | 579.02 | 124.41 | 953.80 | 953.80 | 953.80 | 0.00 |
| 88 | | 27737.16 | -9.80 | 27727.36 | 60.75 | 133.64 | 29.15 | 223.54 | 223.54 | 223.54 | 0.00 |
| 89 | | 29613.12 | -9.80 | 29603.32 | 71.31 | 148.29 | 32.94 | 252.54 | 252.54 | 252.54 | 0.00 |
| 90 | | 31844.79 | -10.10 | 31834.69 | 62.77 | 123.03 | 27.87 | 213.67 | 213.67 | 213.67 | 0.00 |
| 91 | | 35261.05 | -10.10 | 35250.95 | 73.50 | 135.21 | 31.31 | 240.02 | 240.02 | 240.02 | 0.00 |
| 92 | | 39182.04 | -17.55 | 39164.49 | 170.16 | 292.38 | 69.40 | 531.94 | 531.94 | 531.94 | 0.00 |
| 93 | | 46266.21 | -30.46 | 46235.75 | 130.02 | 207.45 | 50.60 | 388.07 | 388.07 | 388.07 | 0.00 |
| 94 | | 53094.87 | -29.43 | 53065.44 | 299.69 | 441.04 | 110.78 | 851.51 | 851.51 | 851.51 | 0.00 |

| YR | ORIGINAL TAX | CHG TAX DUE | NEW ADJ TAX | ZCOL | PAID TAX # PAID | DISC/P&I | ATT FEE | AMOUNT PAID | VARIANCE | UNPAID TAX # UNPAID |
|----|--------------|-------------|-------------|------|--------------------|----------|---------|-------------|----------|------------------------|
| 41 | 0.13 | 0.00 | 0.13 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.13 |
| | | | | | 0 | | | | | 1 |
| 49 | 1.27 | 0.00 | 1.27 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.27 |
| | | | | | 0 | | | | | 1 |
| 50 | 1.28 | 0.00 | 1.28 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.28 |
| | | | | | 0 | | | | | 1 |
| 51 | 2.88 | 0.00 | 2.88 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2.88 |
| | | | | | 0 | | | | | 2 |
| 52 | 3.83 | 0.00 | 3.83 | 67 | 2.55 | 11.44 | 2.10 | 16.09 | 0.00 | 1.28 |
| | | | | | 1 | | | | | 1 |
| 53 | 162.51 | -161.23 | 1.28 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.28 |
| | | | | | 1 | | | | | 1 |
| 54 | 107.54 | -106.26 | 1.28 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.28 |
| | | | | | 1 | | | | | 1 |
| 55 | 1.73 | 0.00 | 1.73 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.73 |
| | | | | | 0 | | | | | 1 |
| 56 | 1.73 | 0.00 | 1.73 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.73 |
| | | | | | 0 | | | | | 1 |
| 57 | 1.87 | 0.00 | 1.87 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.87 |
| | | | | | 0 | | | | | 1 |
| 58 | 1.43 | 0.00 | 1.43 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.43 |
| | | | | | 0 | | | | | 1 |
| 59 | 4.74 | 0.00 | 4.74 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.74 |
| | | | | | 0 | | | | | 3 |
| 60 | 4.10 | 0.00 | 4.10 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.10 |
| | | | | | 0 | | | | | 3 |
| 61 | 27.10 | -22.13 | 4.97 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.97 |
| | | | | | 1 | | | | | 4 |
| 62 | 4.92 | 0.00 | 4.92 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.92 |
| | | | | | 0 | | | | | 4 |
| 63 | 13.44 | -3.80 | 9.64 | 49 | 4.75 | 7.67 | 0.00 | 12.42 | 0.00 | 4.89 |
| | | | | | 2 | | | | | 4 |
| 64 | 13.91 | -3.80 | 10.11 | 52 | 5.22 | 19.65 | 3.73 | 28.60 | 0.00 | 4.89 |
| | | | | | 2 | | | | | 4 |
| 65 | 28.23 | -3.80 | 24.43 | 21 | 5.22 | 19.34 | 3.68 | 28.24 | 0.00 | 19.21 |
| | | | | | 2 | | | | | 6 |
| 66 | 14.57 | -4.56 | 10.01 | 63 | 6.27 | 22.85 | 4.37 | 33.49 | 0.00 | 3.74 |
| | | | | | 2 | | | | | 3 |
| 67 | 35.51 | -5.67 | 29.84 | 18 | 5.38 | 19.01 | 3.66 | 28.05 | 0.00 | 24.46 |
| | | | | | 2 | | | | | 6 |
| 68 | 50.42 | -11.58 | 38.84 | 73 | 28.50 | 103.44 | 0.00 | 131.94 | 0.00 | 10.34 |
| | | | | | 4 | | | | | 5 |
| 69 | 73.32 | -17.00 | 56.32 | 51 | 28.50 | 101.73 | 0.00 | 130.23 | 0.00 | 27.82 |
| | | | | | 5 | | | | | 7 |
| 70 | 75.13 | -14.95 | 60.18 | 82 | 49.21 | 168.76 | 13.43 | 231.40 | 0.00 | 10.97 |
| | | | | | 5 | | | | | 5 |
| 71 | 49.13 | -14.95 | 34.18 | 61 | 20.71 | 69.27 | 13.50 | 103.48 | 0.00 | 13.47 |
| | | | | | 4 | | | | | 6 |
| 72 | 77.80 | -19.90 | 57.90 | 36 | 20.71 | 68.03 | 13.31 | 102.05 | 0.00 | 37.19 |
| | | | | | 4 | | | | | 6 |

| YR | ORIGINAL TAX | CHG TAX DUE | NEW ADJ TAX | ZCOL | PAID TAX # PAID | DISC/P&I | ATT FEE | AMOUNT PAID | VARIANCE | UNPAID TAX # UNPAID |
|----|--------------|-------------|-------------|------|--------------------|----------|----------|-------------|----------|------------------------|
| 73 | 35.94 | -12.46 | 23.48 | 0 | 0.00 3 | 0.00 | 0.00 | 0.00 | 0.00 | 23.48 6 |
| 74 | 57.60 | -22.72 | 34.88 | 33 | 11.40 6 | 34.94 | 6.95 | 53.29 | 0.00 | 23.48 6 |
| 75 | 93.10 | -24.83 | 68.27 | 25 | 17.10 4 | 51.39 | 10.27 | 78.76 | 0.00 | 51.17 6 |
| 76 | 85.42 | -27.92 | 57.50 | 30 | 17.10 5 | 50.36 | 10.12 | 77.58 | 0.00 | 40.40 7 |
| 77 | 70.76 | -10.41 | 60.35 | 33 | 19.95 4 | 57.81 | 11.66 | 89.42 | 0.00 | 40.40 7 |
| 78 | 176.61 | -117.64 | 58.97 | 40 | 23.70 10 | 68.41 | 13.81 | 105.92 | 0.00 | 35.27 6 |
| 79 | 197.00 | -117.64 | 79.36 | 28 | 21.96 11 | 60.84 | 12.42 | 95.22 | 0.00 | 57.40 12 |
| 80 | 283.04 | -165.36 | 117.68 | 38 | 44.37 20 | 104.40 | 22.32 | 171.09 | 0.00 | 73.31 11 |
| 81 | 2798.72 | -2352.79 | 445.93 | 40 | 176.62 59 | 449.85 | 75.20 | 701.68 | 0.01 | 269.31 17 |
| 82 | 3724.12 | -839.33 | 2884.79 | 52 | 1496.67 102 | 3701.50 | 774.50 | 5972.52 | -0.15 | 1388.12 58 |
| 83 | 6961.63 | -1288.62 | 5673.01 | 79 | 4504.40 230 | 4404.46 | 929.61 | 9837.48 | -0.99 | 1168.61 60 |
| 84 | 36214.16 | -6122.18 | 30091.98 | 10 | 2992.43 195 | 6605.56 | 1426.97 | 11024.92 | -0.04 | 27099.55 1052 |
| 85 | 47650.31 | -9365.72 | 38284.59 | 16 | 6286.31 416 | 10067.58 | 2170.09 | 18521.18 | -2.80 | 31998.28 1138 |
| 86 | 38535.93 | -8364.05 | 30171.88 | 21 | 6231.26 327 | 12055.67 | 2693.13 | 21335.74 | 355.68 | 23940.62 1451 |
| 87 | 35990.39 | -5637.00 | 30353.39 | 23 | 6855.51 367 | 12709.65 | 2823.01 | 22569.78 | 181.61 | 23497.88 1610 |
| 88 | 31444.92 | -3717.56 | 27727.36 | 26 | 7218.77 391 | 12824.87 | 2941.19 | 22997.39 | 12.56 | 20508.59 1483 |
| 89 | 33456.64 | -3853.32 | 29603.32 | 31 | 9137.01 482 | 15375.56 | 3613.25 | 28226.26 | 100.44 | 20466.31 1840 |
| 90 | 35328.38 | -3493.69 | 31834.69 | 37 | 11799.30 591 | 18127.33 | 4394.29 | 34336.94 | 16.02 | 20035.39 1988 |
| 91 | 40157.79 | -4906.84 | 35250.95 | 39 | 13885.63 662 | 19636.93 | 4932.10 | 38454.90 | 0.24 | 21365.32 2286 |
| 92 | 44639.95 | -5475.46 | 39164.49 | 45 | 17460.24 703 | 21438.34 | 5736.23 | 44635.09 | 0.28 | 21704.25 2121 |
| 93 | 51233.79 | -4998.04 | 46235.75 | 50 | 23017.71 838 | 27293.36 | 7378.96 | 57690.07 | 0.04 | 23218.04 2523 |
| 94 | 58723.89 | -5658.45 | 53065.44 | 51 | 27143.31 934 | 28991.38 | 8178.98 | 64313.46 | -0.21 | 25922.13 2875 |
| 95 | 79457.51 | -6561.39 | 72896.12 | 55 | 40250.36 1196 | 38608.42 | 11600.43 | 90458.82 | -0.39 | 32645.76 3140 |
| 96 | 97147.33 | -6630.16 | 90517.17 | 61 | 55304.99 1109 | 45620.38 | 14677.79 | 115765.43 | 162.27 | 35212.18 1858 |
| 97 | 122849.57 | -8139.35 | 114710.22 | 64 | 73137.20 1533 | 52650.49 | 18094.73 | 143888.80 | 6.38 | 41573.02 2369 |

| YR | ORIGINAL TAX | CHG TAX DUE | NEW ADJ TAX | ZCOL | PAID TAX \$ PAID | DISC/P&I | ATT FEE | AMOUNT PAID | VARIANCE | UNPAID TAX \$ UNPAID |
|-----|--------------|-------------|-------------|------|-----------------------|------------|-----------|-------------|----------|-------------------------|
| 98 | 151045.32 | -7909.38 | 143135.94 | 65 | 92587.07 1989 | 59474.28 | 22263.06 | 174324.41 | 0.00 | 50548.87 2776 |
| 99 | 208551.63 | -16875.35 | 191676.28 | 69 | 131800.40 2740 | 69993.60 | 28991.99 | 230876.97 | 90.98 | 59875.88 3335 |
| 00 | 308308.85 | -14934.88 | 293373.97 | 73 | 212828.50 5772 | 91371.30 | 43576.96 | 350272.01 | 2495.25 | 80545.47 3611 |
| 01 | 549494.66 | -17062.21 | 532432.45 | 82 | 435259.51 12666 | 118635.15 | 71347.27 | 626659.62 | 1417.69 | 97172.94 3825 |
| 02 | 7607779.34 | -24769.04 | 7583010.30 | 98 | 7450797.40 84872 | 152930.80 | 68908.17 | 7674933.58 | 2297.21 | 132212.90 4695 |
| 03 | 7404592.58 | -37765.12 | 7366827.46 | 98 | 7198669.81 107220 | 123477.61 | 50815.61 | 7373283.72 | 320.69 | 168157.65 7208 |
| 04 | 8085286.33 | 9494.44 | 8094780.77 | 97 | 7872320.92 115294 | 107874.05 | 40824.01 | 8021217.31 | 198.33 | 222459.85 4865 |
| 05 | 8242935.26 | 12416.98 | 8255352.24 | 94 | 7759063.80 118640 | 48946.88 | 2567.48 | 7815063.57 | 4485.41 | 496288.44 9135 |
| 230 | 33326066.99 | -185697.12 | 33140369.87 | 94 9 | 31460557.73 459427 | 1104304.34 | 421880.34 | 32998878.92 | 12136.51 | 1679812.14 67458 |

| CURRENT ROLL | CURRENT MTD | CURRENT YTD |
|-------------------------------|--------------|--------------|
| Current Taxes Collected | 117,339.95 | 7,759,063.80 |
| M&D Collected | 109,895.46 | 7,266,168.37 |
| I&S Collected | 7,454.03 | 492,891.08 |
| Penalty and Interest | 11,066.99 | 48,946.88 |
| M&D Pen and Int | 10,363.76 | 45,836.91 |
| I&S Pen and Int | 703.23 | 3,109.97 |
| Attorney Fees | 569.22 | 2,567.48 |
| Average | <8.70> | 4,485.41 |
| Total Funds Collected | 128,967.46 | 7,815,063.57 |
| 2005 Tax Levy Roll | | 8,242,935.26 |
| Supplements | 26,787.54 | 12,416.98 |
| Adjusted Tax Levy Roll | | 8,255,352.24 |
| Prior Month Taxes Collected | 7,641,723.85 | |
| Current Month Taxes Collected | 117,339.95 | |
| Total Taxes Collected | | 7,759,063.80 |
| Balance of Current Roll | | 496,288.44 |
| % of Current Roll Collected | | 93.9883 |

| DELINQUENT ROLL | CURRENT MTD | CURRENT YTD |
|--------------------------------|-------------|--------------|
| Delinquent Taxes Collected | 26,806.93 | 221,356.31 |
| M&D Collected | 24,775.88 | 205,174.98 |
| I&S Collected | 2,031.04 | 16,179.85 |
| Penalty and Interest | 15,326.00 | 107,202.39 |
| M&D Pen and Int | 14,053.52 | 98,673.76 |
| I&S Pen and Int | 1,272.48 | 8,528.63 |
| Attorney Fees | 6,253.02 | 48,502.53 |
| Average | 0.09 | <3.38> |
| Total Funds Collected | 48,386.04 | 377,057.85 |
| Delinquent Tax Levy Roll | | 1,433,372.14 |
| Supplements | <1,118.09> | <28,492.13> |
| Adjusted Tax Levy Roll | | 1,404,880.01 |
| Prior Month Taxes Collected | 194,549.38 | |
| Current Month Taxes Collected | 26,806.93 | |
| Total Taxes Collected | | 221,356.31 |
| Balance of Delinquent Roll | | 1,183,523.70 |
| % of Delinquent Roll Collected | | 15.7562 |

=====
 Total Tax Outstanding 1,679,812.14



OFFICE *of the* ATTORNEY GENERAL
GREG ABBOTT

FILED
COUNTY CLERK
UPSHUR COUNTY, TX.
JUN 30 PM 1:18
BY _____
DEPUTY

Texas VINE
Annual Maintenance
GRANT CONTRACT
Fiscal Year 2007

Upshur County

ANNUAL MAINTENANCE GRANT CONTRACT

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

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

1. PURPOSE; CONSTRUCTION OF AGREEMENT

1.1 Purpose.

The purpose of this Agreement is to reimburse COUNTY for certain cost incurred in the participation in the Texas Statewide Crime Victim Notification Service (SAVNS) for the jail and courts

To ensure a standard statewide service to all interested counties, including COUNTY, the OAG will reimburse COUNTY for services delivered to COUNTY by the vendor certified by the OAG to provide such standard statewide services. The certification and the certification process are documented in that certain document dated January 13, 2006, entitled Vendor Certification for the Statewide Automated Victim Notification Service (SAVNS). This document is hereinafter referred to as the 'Certification' and is expressly incorporated herein by reference. The vendor certified to provide the services is Appriss, Inc., a Kentucky corporation authorized to do business in Texas (hereinafter 'Certified Vendor')

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

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

2. COUNTY OBLIGATIONS

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

2.2 Maintenance. COUNTY agrees to maintain the services in a manner consistent with the Scope of Services and the COUNTY Maintenance Plan

2.3 Maintenance Plan. By October 30, 2006 COUNTY shall send a copy of the COUNTY Maintenance

Plan to the OAG that at a minimum is designed to:

- 1 Make available offender information that is timely, accurate and relevant to support the victim notification services,
- 2 Verify the Certified Vendor's performance according to COUNTY Services Contract,
- 3 Satisfactorily discharge such COUNTY obligations as described in the COUNTY Services Contract, and
- 4 Identify and commit of staff resources and equipment necessary to maintain the services as further described herein

2.4 Monitoring of Services; Statewide Stakeholders. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor. COUNTY will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the services on a statewide basis. COUNTY may reasonably agree to designate third-parties to assist COUNTY and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances

3. SCOPE OF SERVICES

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

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

The Statewide Deliverables are incorporated herein by reference. Upon request to the OAG, a copy of these deliverables will be made available.

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

| | |
|------|----------------------------|
| C-02 | County Implementation Plan |
| C-03 | County Infrastructure |

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

COUNTY will implement these deliverables through the COUNTY Services Contract. After these deliverables are completed and approved by COUNTY, these COUNTY Deliverable are incorporated herein by reference. Upon request to the OAG, a copy of these deliverables will be made available.

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

1. Execute a Service Agreement with Appriss, the Texas SAVNS certified vendor, for the current State of Texas Fiscal Year.
2. Each month, inspect, monitor and verify the performances required within Section 4 of the Appriss Service Agreement and Sections 2 and 3 of the OAG Grant Contract.
3. Register for, verify, record and file at least eight information and notification events each month. Each of the tested events must include verification of jail and court data that is on production in COUNTY. At least three of those events must be notifications.
4. Verify that the County input data elements used by the Appriss system are entered accurately and in a timely manner. The standard to define whether the data is timely and accurate should be determined by the COUNTY Auditor or the person in COUNTY who assumes these independent responsibilities if other than the Auditor.
5. Establish the COUNTY VINE log for the purpose of recording all problems noted with the system, to whom the problem was referred, and when the problem was resolved.
6. Provide periodic written reports (forms provided by the OAG) describing COUNTY monitoring, findings, usage, problems and observations as requested by the OAG.
7. Identify an available twenty-four hour phone number for the Certified Vendor to access in order to review outage alarms that occur in COUNTY.
8. Allow on-site monitoring visits to be conducted by the OAG staff or its authorized representative.

The COUNTY Judge may delegate the responsibility for assuring these activities are accurately reported to the COUNTY Auditor or the person in COUNTY who assumes these independent responsibilities if other than the Auditor.

All correspondence, reports or notices shall be submitted to

Attn: Grants/Contracts Management
Office of the Attorney General
Crime Victim Services Division, Mail Code 004
Post Office Box 12548
Austin, Texas 78711-2548

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

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

4. REIMBURSEMENT

4.1 Maximum Liability of the OAG. The parties stipulate and agree that the total liability of the OAG to COUNTY in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, for reimbursement of all expenses, if any, as set forth in this Agreement, and all liability arising out of any act or omission shall not exceed **SEVENTEEN THOUSAND NINE HUNDRED and TWENTY-FIVE and NO/100 (\$17,925) DOLLARS**. The Annual Maintenance Grant Contract Renewal Exhibit attached hereto and incorporated herein describes the period and type of services funded under this Annual Maintenance Grant Contract Exhibit. The parties stipulate and agree that any act, action or representation by either party, their agents or employees that purport to increase the liability of the OAG is void, without first executing a written amendment to this Agreement and specifically amending this section. The parties acknowledge and agree that nothing in this Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement.

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

4.2 Grant Contract Not Entitlement or Right. COUNTY understands and agrees that (1) reimbursement from grant funds is neither an entitlement nor a right, and (2) it may not be reimbursed for costs incurred during the grant term or expenses paid during or subsequent to the grant term unless COUNTY strictly complies with all terms, conditions, and provisions of this Agreement. COUNTY understands and agrees that it will not be reimbursed for the cost of vendor services provided or delivered before the commencement date of this contract.

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

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

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

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

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

If COUNTY expends \$500,000 or more in state financial assistance during its fiscal year, it shall arrange for a single audit of that fiscal year. The audit must be conducted by an independent CPA and must be in accordance with the applicable government auditing standards, the Texas State Single Audit Circular and the UGMS published by the Governor's Office of Budget and Planning. For the purposes of this contract, the audit provisions of OMB Circular A-133 shall apply to county contracting entities.

If COUNTY is expending less than \$500,000 in total state financial assistance during its fiscal year, it shall arrange for an annual independent financial audit in accordance with generally accepted government auditing standards of that fiscal year.

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

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

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

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

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

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

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

The OAG may provide advance funding to COUNTY in an amount equal to the annual maintenance cost no sooner than thirty (30) calendar days prior to the annual maintenance cost becoming due and payable under the COUNTY Services Contract

COUNTY must submit an invoice to the OAG specifically requesting an advance funding, the amount of the payment and the invoice must state the date annual maintenance cost is due and payable. COUNTY should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before COUNTY needs to receive the funding

The documentation necessary to support an advanced funding request includes (1) a fully executed *County Services Contract* with the certified vendor for the time period covered by the advanced funding request, (2) a fully executed *Annual Maintenance Grant Contract* for the time period covered by the advanced funding request, (3) an OAG form titled *Verification of Continuing Production*, (4) an invoice from the certified vendor for the time period covered by the advance funding request, (5) an invoice to the OAG that complies with the requirements of the *OAG Template Invoice*, and (6) a written justification explaining the need for advance funding

5. Invoice for Reimbursable Cost

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

Each invoice presented must include the OAG's contract number. The invoice must identify COUNTY's Texas Vendor Identification Number (VIN), a description of the expense, and a notation that the requested reimbursement is in regards to the Crime Victim Services Division, Victim Notification Services Grants. The invoice must be dated after the execution date of the OAG/COUNTY Annual Maintenance Grant Contract

The invoices must be submitted to

Attn: Grants/Contracts Financial Management
Office of the Attorney General
Crime Victim Services Division, Mail Code 005
Post Office Box 12548

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

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

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

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

6. AGREEMENT TERM

6.1 Initial Term. This term of this Agreement shall commence on the final approval execution by the OAG and the delivery of this grant contract to COUNTY and unless terminated earlier as provided by another provision of this Agreement this Agreement will terminate August 31, 2007. The FY 2007 Annual Maintenance Grant Contract Renewal describes the period of services funded under this grant contract. No commitment of grant funds is permitted prior to the first day or subsequent to the last day of the Renewal Term. Nothing herein shall prevent the parties from revising the term of this Agreement by a written amendment.

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

7. TERMINATION

7.1 Termination for Convenience; Refund. Either Party may, in its sole discretion, terminate this Agreement in whole or in part, upon thirty (30) calendar days notice to other party. In the event of a termination for convenience, the OAG shall not have any cost or liability to County for reimbursement after the effective date of the termination.

In the event COUNTY elects to terminate for convenience, COUNTY shall refund the amount of unearned grant funds, on a pro rata basis, to the OAG. COUNTY agrees to pay such amount within ninety (90) calendar days of the effective date of the COUNTY notice of termination.

7.2 Termination for Cause. In the event that COUNTY fails to perform its obligations according to the provisions of this Agreement, or fails to comply with any of the terms or conditions of this Agreement, the OAG

may, upon written notice of default to COUNTY, immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement.

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

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

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

9. AUDIT RIGHTS; RECORDS RETENTION

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

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

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

performed

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

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

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

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

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

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

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

13. Non-waiver. The failure of any party to insist upon strict performance of any of the terms or conditions

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

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

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

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

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

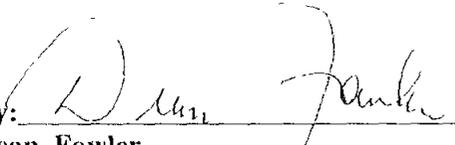
Except where state law establishes mandatory venue, COUNTY agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Agreement, or the matters referred to therein, shall be commenced exclusively in the Travis County District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

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

Office of the Attorney General of Texas

Upshur County, Texas

By: _____
Don Clemmer, Deputy Attorney General for
Criminal Justice

By: 
Dean Fowler
County Judge

Date: _____

Date: June 30, 2006

**FY 2007 Annual Maintenance
Grant Contract Renewal Exhibit
Automated Victim Notification Service
Upshur County
September 1, 2006 to August 31, 2007
For: Jail and Courts**

Size: Medium

Annual Maintenance Amount

The Office of the Attorney General will reimburse an annual maintenance amount for the Service Period above determined as follows

| Standard Jail Amount | Standard Courts Amount | Total Annual | Number of Months | Total Due |
|----------------------|------------------------|--------------|------------------|-----------|
| \$15,259 | \$ 2,666 | \$17,925 | 12 | \$17,925 |

Renewal Requirements

The maximum the OAG will reimburse or advance COUNTY under this agreement for the time period indicated will not exceed the amount in the *Total Due* column noted above

To be considered for advance funding, please review subsection 4.5 in the *Annual Maintenance Grant Contract*. The documentation necessary to support an advanced funding request include (1) a fully executed *County Services Agreement* with the certified vendor for the time period covered by the advanced funding request, (2) a fully executed *Annual Maintenance Grant Contract* for the time period covered by the advanced funding request, (3) an OAG form titled *Verification of Continuing Production*, (4) an invoice from the certified vendor for the time period covered by the advance funding request, (5) an invoice to the OAG that complies with the requirements of the *OAG Template Invoice*, and (6) a written justification explaining the need for advance funding

DO NOT DETACH THIS DOCUMENT FROM THE GRANT CONTRACT

TEXAS STATE LIBRARY & ARCHIVES COMMISSION
GATES PUBLIC ACCESS COMPUTER HARDWARE UPGRADE GRANT
"PAC HUG"

Grant Type B - Multiple Priority Award

Grant Number: 434-07277

05 JUN 30 PM 1:21
STATE LIBRARY & ARCHIVES
GILMER, TEXAS
BY _____
DEPUTY

I. CONTRACTING PARTIES

Grantor Texas State Library and Archives Commission (TSLAC)
Grantee Upshur County, Upshur County Library
702 W TYLER ST
GILMER, TX 75644

II. TERM OF GRANT

The grant program outlined in this contract is effective from the date the contract is fully executed until **December 31, 2008**

This contract is effective from the date this contract is fully executed until all final reports have been submitted or **January 31, 2009**, whichever is later

III. STATEMENT OF SERVICES TO BE PERFORMED

The **Bill and Melinda Gates Foundation** (the Foundation) is providing grant funds to eligible libraries in Texas. These funds have been made available from the Foundation under the Public Access Computer Hardware Upgrade Grant (PAC HUG) program, which is being administered in Texas by the Texas State Library and Archives Commission (TSLAC)

The Grantee acknowledges that the purpose of the PAC HUG program is to provide grant funds to libraries that were granted NT-based public access computers (NT PACs) by the Foundation between 1997 and 2000. PAC HUG is to help eligible libraries upgrade or replace existing systems so that the systems will be easier to support and upgrade in the future.

Eligible libraries have been designated to receive grant funding for one or more upgraded computer system(s), in an amount not to exceed, **\$1,250.00** of grant funds per approved computer system. The designated libraries must use all grant funds to purchase eligible computer components, software, services, and/or complete new computer systems to serve as upgrade/replacements for existing PACs originally offered by the Foundation.

Eligible libraries have been designated to receive grant funds in one or more of the following categories:

Priority 1 Awards - Libraries still utilizing NT PACs. These libraries have until December 31, 2006 to replace eligible NT PAC computers. Libraries **MUST** submit a second online inventory using TechAtlas to verify the replacement.

Priority 2 Awards - Libraries that have already replaced eligible NT PACs. Priority 2 libraries have until December 31, 2008 to spend funds on new/replacement computers and/or equipment. Priority 2 libraries **DO NOT** have to submit a second TechAtlas inventory.

Priority 3 Awards - Libraries which were eligible for the first Gates Foundation grant five years ago, but that elected not to participate. Priority 3 libraries have until December 31, 2008 to spend funds on new/replacement computers and/or equipment. Priority 3 libraries **DO NOT** have to submit a TechAtlas inventory.

Priority 4 Awards - Libraries that are designated as computer labs. Priority 4 libraries have until December 31, 2008 to spend funds on new/replacement computers and/or equipment. Priority 4 libraries **DO NOT** have to submit a TechAtlas inventory.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

Per grant guidelines, the Grantee is eligible for funds to replace or upgrade 5 PACs. Grantee will receive \$1,250.00 of grant funds per eligible NT PAC, with the total amount of this grant not to exceed **\$6,250.00**.

Source of funds **TSLAC Gates Foundation PAC HUG Grant, State FY 2006**

Payment for this grant will be funded in full upon delivery to Grantor of a legally executed contract. Grantee should receive payment within 20 working days after the Grantor has received the executed contract.

Grantee is entitled to keep all interest earned on these grant funds, and must expend the interest earned on eligible items only. Grantee may use these funds to supplement the **\$1,250.00** per computer allocation. Grantee must report all interest earned as Program Income in Box 9 on the required Financial Status Report (FSR) form, according to the schedule outlined in Section VI of this contract.

Per the PAC HUG guidelines outlined by the Foundation, funds are authorized only in the following budget category:

| | |
|--------------------------------------|-------------------|
| <u>Equipment/Property Priority 1</u> | <u>\$2,500.00</u> |
| <u>Equipment/Property Priority 2</u> | <u>\$3,750.00</u> |
| <u>Equipment/Property Priority 3</u> | <u>\$0.00</u> |
| <u>Equipment/Property Priority 4</u> | <u>\$0.00</u> |
| Total Awarded | \$6,250.00 |

Grantee must expend all the grant funds, and must purchase **ONLY** eligible items outlined in Section V of this contract. Grantees receiving **Priority 1 Awards** must expend those grant funds to replace and/or upgrade the eligible NT PACs not later than **December 31, 2006**. Grantees receiving all other Priority Awards must spend grant funds to replace PACs no later than **December 31, 2008**. **All equipment must be placed in service not later than 30 days after the expenditure deadline.**

V. EQUIPMENT AND PROPERTY REQUIREMENTS

- A Eligible expenditures are defined by the Foundation as complete public access computer (PACs) systems, to include CPUs, monitors, keyboards, and mice. Individual components for upgrades of the PACs are also eligible, and include hard drives, additional memory, and video, networking or other cards. Additional items that are eligible include any software for the new PACs or upgraded NT PACs, support services, such as extended warranty/technical support and replacement services purchased from the original equipment manufacturer or other support vendors, and installation and configuration or customization of security systems for the new PACs or upgraded NT PACs to ensure long-term sustainability (e.g., the purchase, installation, or configuration of PAC software or hardware security solutions). **NOTE: Funds cannot be used to replace or upgrade staff computers, infrastructure and networking, or peripheral equipment (i.e., furnishings, renovations, network cabling, electrical wiring, switches, firewalls, projection devices, networking equipment, or printers).**
- B The Grantee will comply with the State of Texas Uniform Grant Management Standards (UGMS) Part III, Subpart C, Sec. 32(d)(3), which requires certain items of equipment to be maintained on inventory if the item's cost is above \$500.00.
- C Grantee must furnish a statement to Grantor certifying the governing entity's capitalization level with the executed contract. Grantee agrees to maintain records in accordance with UGMS and governing entity's policies on all equipment/property with an acquisition cost above governing entity's capitalization level.
- D Subject to the obligations and conditions set forth in the UGMS Part III, Subpart C, Sec. 32, title to equipment acquired under the grant will vest in the Grantee upon acquisition. Grantee must include any equipment/property acquired with grant funds in any required property inventory, and must follow the UGMS Part III, Subpart C, Sec. 32(d) that requires the Grantee to reconcile equipment/property records with a physical inventory of the equipment/property every two years. The inventory does not need to be submitted to Grantor, but must be

maintained by the Grantee and will be subject to review by Grantor. When property is vested in the Grantee, Grantee will dispose of equipment/property in accordance with the UGMS Part III, Subpart C, Sec 32 (e)

XLVII. REPORTING REQUIREMENTS

A If Grantee receives **Priority 1 Award** funds, the Grantee agrees to comply with all of the following reporting requirements

- 1 The Grantee agrees to complete an online TechAtlas inventory within 30 days of placing the eligible items in service, but no later than **January 31, 2007**. This inventory will confirm the replacement of eligible NT PAC computers with upgraded equipment and/or systems
- 2 The Grantee agrees to submit a TSLAC Financial Status Report (FSR) form within 30 days after all monies have been expended and all equipment has been placed in service, but not later than **January 31, 2007**. Grantee must submit a final FSR, and should mark this FSR as "Final". Grantee should not submit any subsequent FSR forms, unless revisions to the Final FSR are necessary
- 3 The Grantee agrees to submit the PAC HUG Equipment/Property Acquired Report with the Final Financial Status Report (FSR) within 30 days after all monies have been expended and all equipment has been placed in service, but not later than **January 31, 2007**. The report must show all eligible items purchased for the grant project, including expenditures of TSLAC funds, Program Income (interest earned on TSLAC funds), and Local funds added to the project, if any. The final Total Expenditure Amount must equal the total of the amounts reported in the Final FSR, line 7a plus Box 9
- 4 The Grantee will provide Grantor with one set of all public relations materials produced under this grant with the Final FSR

B If Grantee receives **Priority 2, Priority 3, and/or Priority 4 Award** funds, the Grantee agrees to comply with all of the following reporting requirements

- 1 The Grantee agrees to submit the TSLAC FSR form for each Priority Award grant funded under this contract no later than the due dates listed in the following schedule, until all grant funds have been expended. Grantee should submit a Final FSR, for each Priority Award, once all grant funds have been expended and all program requirements are accomplished, but no later than **January 31, 2009**. Grantee should not submit any subsequent FSR forms, unless revisions to the Final FSR are necessary. **NOTE:** Grantee must submit a separate FSR for each Priority awarded

| <u>Reporting Period</u> | <u>Due Date</u> |
|--|--------------------|
| May 1, 2006 to August 31, 2007 | September 30, 2007 |
| September 1, 2007 to August 31, 2008 | September 30, 2008 |
| September 1, 2008 to December 31, 2008 | January 31, 2009 |

- 2 The Grantee agrees to submit the PAC HUG Equipment/Property Acquired Report with each FSR for each Priority Award funded under this contract no later than the due dates listed in the following schedule, until all grant funds have been expended. If no expenditures are reported on any one FSR, Grantee is not required to submit the PAC HUG Equipment/Property Acquired form with that FSR. Submitted reports must show all eligible items purchased for the grant project, including expenditures of TSLAC funds, Program Income (interest earned on TSLAC funds), and Local funds added to the project, if any. Reports must be cumulative, listing all items purchased since the beginning of the grant period. The Total Expenditure Amount in the Final Equipment/Property Acquired Report must equal the total of the amounts reported in the Final FSR, line 7a plus Box 9

| <u>Reporting Period</u> | <u>Due Date</u> |
|--|--------------------|
| May 1, 2006 to August 31, 2007 | September 30, 2007 |
| September 1, 2007 to August 31, 2008 | September 30, 2008 |
| September 1, 2008 to December 31, 2008 | January 31, 2009 |

- 3 The Grantee will provide Grantor with one set of all public relations materials produced under this grant with the Final FSR

VII. GENERAL TERMS AND CONDITIONS

- A The Grantee will comply with the PAC HUG Program Guidelines for SFY 2006 as outlined in this contract
- B The Grantee will comply with the following parts of UGMS adopted June 2004, located at <http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc>
 - Part I Cost Principles for State and Local Governments and Other Affected Entities (Adapted from OMB Circular A-87)
 - Part II State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122)
 - Part III State of Texas Single Audit Circular (Adapted from OMB Circular A-133)
- C All publicity relating to the grant award must include acknowledgement, whenever possible and practical, of **the Bill and Melinda Gates Foundation** as the source of program funds, and the TSLAC as the program administrator. Publicity includes, but is not limited to, press releases, media events, public events, displays in the benefiting library, announcements on the Grantee's website, and materials distributed through the grant project. The Grantee will provide Grantor with one set of all public relations materials produced under this grant with the Final FSR.
- D Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Sub-grantees through Grantee, and the requirement to cooperate, is included in any sub-grant awarded.
- E The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award according to Part III, Subpart C, and Sec 42 of the UGMS. In general, Grantees must maintain records for a minimum of three years from the date the Grantee submits the final FSR and/or Equipment/Property Acquired form to Grantor.

VIII. ENFORCEMENT

- A Remedies for noncompliance If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, Grantor may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances
 - 1 Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by Grantor,
 - 2 Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
 - 3 Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program,
 - 4 Withhold further awards for the program or other program administered by TSLAC, or
 - 5 Take other remedies that may be legally available
- B Hearings, appeals In taking an enforcement action, Grantor will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- C Effects of suspension and termination Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable unless Grantor

expressly authorizes them in the notice of suspension or termination, or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination which are necessary, and not reasonably avoidable, are allowable if

- 1 The costs resulting from obligations which were properly incurred by the Grantee or Sub-grantee before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable, and,
- 2 The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in which the termination takes effect.

D Relationship to Debarment and Suspension The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.

IX. CONTACTS AT TSLAC

Questions or concerns about grant or budget issues should be directed to this grant's Project Manager.

Martlyn Johnson
Phone 512-463-6627
Fax 512-463-8800
E-mail mjohnson@tsl.state.tx.us

Questions or concerns about regulatory or financial issues should be directed to

Manager, Accounting and Grants Department
Phone 512-463-6626
Fax 512-475-0185
E-mail mmartin@tsl.state.tx.us

Documentation relating to Financial Status Report and Equipment/Property Acquired Report forms should be directed to

Grants Accountant
Phone 512-463-5472
Fax 512-475-0185
E-mail grants_accounting@tsl.state.tx.us

X. APPLICABLE AND GOVERNING LAW

- A The laws of the State of Texas shall govern this grant. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court
- B This grant is subject to availability of funds

XI. GRANT CERTIFICATIONS

- A Grantor certifies that (1) the services specified in the PAC HUG Program Guidelines and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations, (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder, and, (3) the grant is in compliance with Texas Government Code §441.006, Texas Administrative Code Title XIII, §§1.91 – 1.97, and UGMS
- B The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor

accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements

- C The Grantee certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U S Code)
- D In addition to federal requirements, state law requires a number of assurances from applicants for pass-through or other state-appropriated funds (UGMS Part III, Subpart B, Sec 14 – State Assurances)
- 1 Sub-grantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree
 - 2 Sub-grantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law
 3. Sub-grantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
 - 4 Sub-grantee must comply with the Texas Family Code, Section 261.101 that requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-grantees shall also ensure that all program personnel are properly trained and aware of this requirement
 - 5 Sub-grantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P L 88-352) which prohibits discrimination on the basis of race, color or national origin, (b) Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990, (d) the Age Discrimination Act of 1974, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age, (e) the Drug Abuse Office and Treatment Act of 1972 (P L 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P L 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (h) Title VIII of the Civil Rights Act of 1968 (42 US § 3601 et seq), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application
 - 6 Sub-grantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 USC § § 276c and 18 USC §§ 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally assisted construction sub-agreements
 - 7 Sub-grantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

- 8 Sub-grantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC 469a-1 et seq)
- 9 Sub-grantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act
- 10 Sub-grantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms
- 11 Sub-grantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program
- 12 Sub-grantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann , Sec 85 001, et seq

SIGNATURES

GRANTOR

Texas State Library and Archives Commission

Edward Seidenberg, Assistant State Librarian

Date

Donna Osborne

Donna Osborne, Chief Fiscal Officer

May 25, 2006

Date

Deborah Littrell

Deborah Littrell, Library Development Director

May 25, 2006

Date

Marlyn Johnson

Marlyn Johnson, Contract Manager

May 25, 2006

Date

GRANTEE

Upshur County, Upshur County Library

Signature (Must be an official empowered to enter into contracts)

Typewritten or Printed Name

Date

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 06/15/06 thru 06/29/06

| Check # | HC Date | Vendor | Check Amount | Invoice Amt | Invoice Descriptions |
|-------------|----------|------------------------------|--------------|-------------|--|
| 141601-APCA | 06/15/06 | UPSHUR CO CSCD BENEFITS ACCO | \$905.82 | \$905.82 | CSCD STATE BENEFITS |
| 141602-APCA | 06/15/06 | UPSHUR CO CSCD BENEFITS ACCO | \$25.54 | \$25.54 | CSCD STATE LIFE INSURANCE |
| 141603-APCA | 06/15/06 | NATIONWIDE RETIREMENT SOLUTI | \$77.21 | \$77.21 | ENTITY#52039 PAYROLL DEDUCTIONS |
| 141604-APCA | 06/15/06 | FIRST NATIONAL BANK GILMER | \$35,254.14 | \$35,254.14 | FICA/MEDICARE PAYROLL DEDUCTIONS |
| 141605-APCA | 06/15/06 | FIRST NATIONAL BANK GILMER | \$17,899.04 | \$17,899.04 | WITHHOLDING PAYROLL DEDUCTIONS |
| 141606-APCA | 06/15/06 | UPSHUR COUNTY IRC/125 | \$285.93 | \$285.93 | 125/NATIONAL FAMILY CARE PAYROLL DEDUCTION |
| 141607-APCA | 06/15/06 | UPSHUR COUNTY IRC/125 | \$184.65 | \$184.65 | 125/AFLAC PAYROLL DEDUCTION |
| 141608-APCA | 06/15/06 | UPSHUR COUNTY IRC/125 | \$82.23 | \$82.23 | 125/AMERICAN HERITAGE PAYROLL DEDUCTION |
| 141609-APCA | 06/15/06 | UPSHUR COUNTY IRC/125 | \$147.67 | \$147.67 | 125/TRANSPORT LIFE PAYROLL DEDUCTION |
| 141610-APCA | 06/15/06 | UPSHUR COUNTY IRC/125 | \$252.13 | \$252.13 | 125/CENTRAL UNITED PAYROLL DEDUCTION |
| 141611-APCA | 06/15/06 | UPSHUR COUNTY IRC/125 | \$5,279.35 | \$5,279.35 | 125 DEPENDENT INS. PREMIUMS/PAYROLL |
| 141612-APCA | 06/15/06 | ATTORNEY GENERAL OF TEXAS | \$149.00 | \$149.00 | HARRY CROCKETT #98302DR |
| 141613-APCA | 06/15/06 | UPSHUR COUNTY INSURANCE ACCO | \$959.90 | \$959.90 | DEPENDENT INS PREMIUMS/PAYROLL |
| 141614-APCA | 06/15/06 | TXCSDU | \$88.00 | \$88.00 | N005932949/STANLEY |
| 141615-APCA | 06/15/06 | OFFICE OF THE ATTORNEY GENER | \$112.50 | \$112.50 | MITCHAEAL JONES |
| 141616-APCA | 06/15/06 | TEXAS CHILD SUPPORT DISBURSE | \$150.00 | \$150.00 | JAMES PAGE |
| 141617-APCA | 06/15/06 | OFFICE OF THE ATTORNEY GENER | \$112.50 | \$112.50 | MITCHAEAL JONES |
| 141618-APCA | 06/15/06 | VALIC | \$455.00 | \$455.00 | PAYROLL DEDUCTIONS |
| 141619-APCA | 06/15/06 | TCSDU | \$90.00 | \$90.00 | ANDREW MULLINS |
| 141620-APCA | 06/15/06 | OFFICE OF THE ATTORNEY GENER | \$100.00 | \$100.00 | T J MILES |
| 141621-APCA | 06/15/06 | SHARON KEMP #0539655371 | \$130.00 | \$130.00 | EARL BECK |
| 141622-APCA | 06/15/06 | STANDING CHAPTER THIRTEEN TR | \$115.00 | \$115.00 | CASE#04-20199 DERONDA CAIN |
| 141623-APCA | 06/15/06 | STANDING CHAPTER 13 TRUSTEE | \$324.00 | \$324.00 | CASE#04-20530 CYNTHIA FROST |
| 141624-APCA | 06/15/06 | TG | \$208.50 | \$208.50 | WAGE WITHHOLDING PAYMENT |
| 141625-APCA | 06/15/06 | VERITY NATIONAL GROUP | \$1,755.35 | \$1,755.35 | 125 PLAN MEDICAL SPENDING ACCOUNT |
| 141626-APCA | 06/15/06 | VERITY NATIONAL GROUP | \$208.00 | \$208.00 | 125 CHILD CARE EXPENSES |

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

29 Jun 2006

Approved Disbursements

Checking Account(s): APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 06/15/06 thru 06/29/06

PAGE 2

| Check # | HC Date | Vendor | Check Amount | Invoice Amt | Invoice Descriptions |
|-------------|----------|------------------------------|--------------|---|--|
| 141627-APCA | 06/15/06 | ABC AUTO PARTS & GLASS | \$79.68 | \$79.68 | R&B-INJECTORS(2) |
| 141628-APCA | 06/15/06 | ACCU CHEM LABORATORIES | \$316.00 | \$316.00 | CCP-U985/INV#539906, 539907, 539628, 539907 |
| 141629-APCA | 06/15/06 | ADT SECURITY SERVICES, INC | \$92.97 | \$92.97 | JP#3-#0120015430384B/-6/01-8/31/06 SERVICES |
| 141630-APCA | 06/15/06 | ALLIED WASTE SERVICES #070 | \$1,251.11 | \$1,251.11 | CO BLDG-#360700020542/5/25/06 BILLING |
| 141631-APCA | 06/15/06 | ALLTEL | \$1,129.34 | \$69.07 \$39.95 \$1,020.32 | CO. BLDG-#LT2822V/5/22/06 BILLING DPS-#LT39J94/5/30/06 BILLING CO. S-#GM269D4/6/02/06 BILLING |
| 141632-APCA | 06/15/06 | AMERICAN SPECIALTY & SUPPLY | \$203.57 | \$203.57 | R&B-STROBE LIGHTS/SHIPPING |
| 141633-APCA | 06/15/06 | ARAMARK UNIFORM SERVICES INC | \$1,825.34 | \$3.74 \$151.62 \$46.82 \$159.18 \$44.65 \$266.44 \$83.47 \$46.82 \$70.10 \$44.65 \$170.29 \$46.82 \$115.92 \$159.18 \$65.00 \$189.56 \$71.20 \$47.63 \$42.25 | CO BLDG-5920000 LPC CHARGE 01/27/06 R&B-#18717001/UNIFORM SERVICE R&B-#20490001/UNIFORM SERVICE R&B-#20491001/UNIFORM SERVICE CO BLDG-#12829001/UNIFORM SERVICE R&B-#18713001/UNIFORM SERVICE R&B-#18717001/UNIFORM SERVICE R&B-#20490001/UNIFORM SERVICE R&B-#20491001/UNIFORM SERVICE CO. BLDG-#12829001/UNIFORM SERVICE R&B-#18713001/UNIFORM SERVICE R&B-#20490001/UNIFORM SERVICE R&B-#18717001/UNIFORM SERVICE R&B-#20491001/UNIFORM SERVICE R&B-#20491001/UNIFORM SERVICE CO. BLDG-#12829001/UNIFORM SERVICE R&B-#20490001/UNIFORM SERVICE R&B-#18717001/UNIFORM SERVICE R&B-#20491001/UNIFORM SERVICE CO BLDG-#12829001/UNIFORM SERVICE |
| 141634-APCA | 06/15/06 | ARNOLD GRIMES JP#1 | \$119.00 | \$119.00 | JP#1-BOND RETURNED TO PAY FINE(DAVID A. MCALEXANDER) |
| 141635-APCA | 06/15/06 | AT&T | \$341.09 | \$341.09 | SUP-#9036653909/MAY 15'06 BILLING |
| 141636-APCA | 06/15/06 | BARRY CLARK WALLACE | \$1,550.00 | \$500.00 \$350.00 \$350.00 \$350.00 | D. CT-#14,091/MICHAEL MOSES D. CT-#13/987/MISR SHANE ANDERSON D. CT-#14,069/EDDIE DOUGLAS BAKER D. CT-#13,933/BRIAN LEE STRACENER |
| 141637-APCA | 06/15/06 | BARSCO | \$87.75 | \$87.75 | CO BLDG-A/C MOTOR ROCK BLDG |
| 141638-APCA | 06/15/06 | BAXTER SALES CO. INC | \$2,022.46 | \$871.77 \$757.02 \$393.67 | CO. S-#101873/JANITORIAL SUPPLIES CO. JAIL-#101873/JANITORIAL SUPPLIES CO. JAIL-#101873/JANITORIAL SUPPLIES |
| 141639-APCA | 06/15/06 | BEN E KEITH FOODS | \$11,201.83 | \$2,851.79 | CO JAIL-#352156/ASSORTED FOODS |

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 06/15/06 thru 06/29/06

| Check # | HC Date | Vendor | Check Amount | Invoice Amt | Invoice Description |
|-------------|----------|-------------------------------|--------------|-------------|---|
| | | | | \$3,303 08 | CO JAIL-#352156/ASSORTED FOODS |
| | | | | \$2,061 04 | CO JAIL-#352156/ASSORTED FOODS |
| | | | | \$2,985 92 | CO JAIL-#352156/ASSORTED FOODS |
| 141640-APCA | 06/15/06 | BI-COUNTY WATER SUPPLY CORP. | \$35.62 | \$35.62 | R&B-#3668/5/11/06 BILLING |
| 141641-APCA | 06/15/06 | BILLY JOE WILLIAMS | \$785 00 | \$340 00 | CO S-UNIT#1202/INSTALL EQUIPMENT |
| | | | | \$435 00 | CO S-UNIT#2213/INSTALL EQUIPMENT |
| | | | | \$10 00 | CO S-UNIT#2245/INSTALL NEW GEAR |
| 141642-APCA | 06/15/06 | BROOKSHIRES | \$176 72 | \$61.72 | D. A-MAGGIE WILLIAMS/HOT CK. RESTITUTION |
| | | | | \$115.00 | D. A-JESSICA BOLTON/HOT CK. RESTITUTION |
| 141643-APCA | 06/15/06 | BRYAN & BRYAN | \$142,986 90 | \$8,631 00 | R&B-ROAD OIL/6,300 GALL @ \$1 37 |
| | | | | \$8,631 00 | R&B-ROAD OIL/6,300 GALL @ \$1 37 |
| | | | | \$8,631 00 | R&B-ROAD OIL/6,300 GALL @ \$1 37 |
| | | | | \$21,577.50 | R&B-ROAD OIL/15,750 GALL @ \$1 37 |
| | | | | \$19,275.90 | R&B-ROAD OIL/14,070 GALL @ \$1 37 |
| | | | | \$8,631 00 | R&B-ROAD OIL/6,300 GALL @ \$1 37 |
| | | | | \$23,016 00 | R&B-ROAD OIL/16,800 GALL @ \$1 37 |
| | | | | \$17,262 00 | R&B-ROAD OIL/12,600 GALL @ \$1 37 |
| | | | | \$11,508 00 | R&B-ROAD OIL/8,400 GALL @ \$1 37 |
| | | | | \$15,823.50 | R&B-ROAD OIL/11,550 GALL @ \$1 37 |
| 141644-APCA | 06/15/06 | CDCAT CONFERENCE 2006 | \$460 00 | \$230 00 | CO CLK-ROBIN RODENBERG/REGISTRATION |
| | | | | \$230 00 | CO CLK-LORY SEAHORN/REGISTRATION |
| 141645-APCA | 06/15/06 | CHANE YOUNG | \$641.65 | \$205.83 | D. A-77 GALS GASOLINE |
| | | | | \$102.27 | 911-42 GALS GASOLINE |
| | | | | \$80.01 | CONST. #3-32 GALS GASOLINE |
| | | | | \$253 54 | CO BLDG-102 GALS GASOLINE |
| 141646-APCA | 06/15/06 | CHARLES PATTERSON PBLG CO , I | \$261 30 | \$233 00 | CO BLDG-HOT WATER HEATER |
| | | | | \$2.32 | CO BLDG-GASKETS |
| | | | | \$25.98 | CO BLDG-SLOAN KIT |
| 141647-APCA | 06/15/06 | CHEROKEE COUNTY | \$367 00 | \$367 00 | CO CT-MI#33,547/COMMIT TO RUSK |
| 141648-APCA | 06/15/06 | CHEVRON USA INC | \$351 20 | \$351 20 | SUP&CCP-#7898789859 05/26/06 |
| 141649-APCA | 06/15/06 | CITY OF GLADEWATER | \$31.31 | \$31.31 | JP#3-#0110115000001/-4/21-5/16/06 SERVICE |
| 141650-APCA | 06/15/06 | CMRS-FP | \$2,405 62 | \$2,405 62 | NON. DEPT-POSTAGE FOR METERS |
| 141651-APCA | 06/15/06 | CORRECTION SOFTWARE CORP | \$1,488 00 | \$1,488 00 | SUP-JULY'06 BILLING |
| 141652-APCA | 06/15/06 | CRAIG'S FIX-IT | \$100 00 | \$100.00 | CO BLDG-SMOKE DETECTOR MAINTENANCE |
| 141653-APCA | 06/15/06 | CRYSTAL JOHNSON M. S | \$1,395 00 | \$1,395 00 | CCP-MAY'06 BILLING |
| 141654-APCA | 06/15/06 | DALLAS COUNTY TREASURER | \$4,707 00 | \$4,707 00 | CO S-#1564/JAMES EVANS(EVIDENCE) |

Approved Disbursements

Checking Account(s) APCA FNB, INS FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 06/15/06 thru 06/29/06

| Check # | HC Date | Vendor | Check Amount | Invoice Amt | Invoice Description |
|-------------|----------|------------------------------|--------------|-------------|--|
| 141655-APCA | 06/15/06 | DAVID MCALEXANDER | \$25 00 | \$25 00 | JP#1-BALANCE/FROM BOND AMT PD ON FINE |
| 141656-APCA | 06/15/06 | DEAN'S SMALL ENGINE | \$322 56 | \$322 56 | CCP-INV#323046 & 323040/PARTS&LABOR |
| 141657-APCA | 06/15/06 | DENTRUST DENTAL | \$1,080 00 | \$1,080 00 | CO. JAIL-SERVICES-5/01-31/06 |
| 141658-APCA | 06/15/06 | DEPARTMENT OF STATE HEALTH S | \$543 51 | \$115 29 | CO. CLK-BIRTH CERTIFICATES(63) |
| | | | | \$150 06 | CO. CLK-BIRTH CERTIFICATES(82) |
| | | | | \$142 74 | CO. CLK-BIRTH CERTIFICATES(78) |
| | | | | \$135 42 | CO. CLK-BIRTH CERTIFICATES(74) |
| 141659-APCA | 06/15/06 | DIAMOND D LUBE + | \$122.00 | \$23 50 | CO. S-OIL CHANGE |
| | | | | \$35 50 | CO. S-#3234/OIL CHANGE |
| | | | | \$23 50 | CO. S-OIL CHANGE |
| | | | | \$39 50 | CO. S-OIL CHANGE |
| 141660-APCA | 06/15/06 | DIXIE PAPER COMPANY | \$84.99 | \$44.00 | CO. JAIL-#585755/TOWEL DISPENSER |
| | | | | \$40.99 | CO. JAIL-#585755/JANITORIAL SUPPLIES |
| 141661-APCA | 06/15/06 | DOUG'S CHEVRON | \$113 00 | \$113 00 | JUV. PROB-GAS 05/10/06 & 05/24/06 |
| 141662-APCA | 06/15/06 | BWIGHT A. BRANNON | \$1,185.25 | \$835 25 | CO. CT-#29, 883/NATHANIEL LEE NICHOLS |
| | | | | \$350.00 | CO. CT-#29, 680&29, 939/STACY LYNN ROLLINS |
| 141663-APCA | 06/15/06 | ECONOMY AUTO SUPPLY INC | \$574 66 | \$10 51 | R&B SAFETY GLASSES; LOC-TITE |
| | | | | \$4 79 | CO. S-UNIT#2223-FILTER |
| | | | | \$24 28 | R&B-MIRRORS |
| | | | | \$100.32 | R&B-LAMP PKGS; ALTERNATOR |
| | | | | \$154 72 | R&B-ALTERNATOR |
| | | | | \$94.69 | R&B-FUEL PUMP; STRAINER |
| | | | | \$28 02 | R&B-HOSE/FITTINGS |
| | | | | \$21.24 | R&B-FILTERS |
| | | | | \$7 92 | R&B-6 GROMMETS |
| | | | | \$45.30 | R&B-FILTERS |
| | | | | \$3 56 | R&B-EQUIPMENT |
| | | | | \$50.18 | R&B-FILTERS/CLEANER |
| | | | | \$67 13 | R&B-CUT OFF WHEELS/BRAKE SHOES |
| | | | | \$38 00 cr | R&B-CORE RETURN |
| 141664-APCA | 06/15/06 | ETEX TELEPHONE COOP. INC. | \$5,237.40 | \$57.51 | 911-#8380809/6/01/06 BILLING |
| | | | | \$0.50 | TAX-#8430630/6/01/06 BILLING |
| | | | | \$4,669.99 | CO BLDG-#8434000/6/01/06 BILLING |
| | | | | \$23 02 | R&B-#8437623/6/01/06 BILLING |
| | | | | \$206 33 | JP#1-#6806269/6/01/06 BILLING |
| | | | | \$19 95 | CO CLK-#8380226/6/01/06 BILLING |
| | | | | \$34.22 | COMPUTER-#6808350/6/01/06 BILLING |
| | | | | \$33.25 | JP#1-#6802279/6/01/06 BILLING |
| | | | | \$32.89 | TELE. COMM-#9682941/6/01/06 BILLING |
| | | | | \$43 13 | TELE COMM-#7626731/6/01/06 BILLING |
| | | | | \$39.27 | R&B-#7626266/6/01/06 BILLING |
| | | | | \$37 85 | TELE COMM-#7346164/6/01/06 BILLING |

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Checking Account(s): APCA-FNB-INS-FNB-125

THE SOFTWARE GROUP, INC

Disbursements Made from 06/15/06 thru 06/29/06

| Check # | HC Date | Vendor | Check Amount | Invoice Amt | Invoice Description |
|-------------|----------|------------------------------|--------------|-------------|--|
| | | | | \$39.49 | TELE COMM-#7345822/6/01/06 BILLING |
| 141665-APCA | 06/15/06 | ETMC FIRST PHYSICIANS CLINIC | \$109.72 | \$27.20 | CO. JAIL-FRANKLIN JONES-05/01/06 MEDICAL |
| | | | | \$61.20 | CO. JAIL-RAYMOND JONES-05/04/06 MEDICAL |
| | | | | \$21.32 | INDIG-MARY A. DAVIS/4/19/06 MEDICAL |
| 141666-APCA | 06/15/06 | ETMC GILMER | \$836.81 | \$208.87 | CO. JAIL-RAYMOND JONES-04/21/06 MEDICAL |
| | | | | \$180.02 | CO. JAIL-FRANKLIN JONES-04/28/06 MEDICAL |
| | | | | \$153.60 | CO. JAIL-TRACY KNIGHT-05/18/06 MEDICAL |
| | | | | \$288.32 | INDIG-NATHANIEL HOLLIS-06/01/06 MEDICAL |
| 141667-APCA | 06/15/06 | EXPRESS LUBE DBA | \$108.35 | \$32.45 | CO. S-OIL CHANGE |
| | | | | \$12.50 | CONST#1-INSPECTION STICKER |
| | | | | \$12.50 | CONST#4-INSPECTION STICKER |
| | | | | \$27.95 | CO. S-UNIT#1211/OIL CHANGE |
| | | | | \$22.95 | CO. S-UNIT #1210/OIL CHANGE |
| 141668-APCA | 06/15/06 | FIRST NATIONAL BANK OF GILME | \$103.01 | \$59.25 | CO. CLK-CASH BOND ACCT CHECKS |
| | | | | \$43.76 | CO. TREAS-(400)DEPOSIT TICKETS(OPERATING ACCT) |
| 141670-APCA | 06/15/06 | GALLS INC | \$25.96 | \$25.96 | CO S-#4099537/BULBS, SHIPPING |
| 141671-APCA | 06/15/06 | GILMER COMPUTER TECH | \$474.75 | \$474.75 | CO. AUDITOR-DELL LATITUDE 256, WIRELESS MOUSE |
| 141672-APCA | 06/15/06 | GILMER DISCOUNT TIRE | \$379.90 | \$46.00 | CO S-MOUNT & BALANCE 4 TIRES |
| | | | | \$125.00 | R&B-TIRES |
| | | | | \$183.90 | CO. S-UNIT#2244-FRONT & REAR BRAKE PAD, LABOR |
| | | | | \$25.00 | CO. S-UNIT#1210-ROTATE & BALANCE 4 TIRES |
| 141673-APCA | 06/15/06 | GILMER DRUG COMPANY | \$9,369.74 | \$441.79 | INDIG-PRESCRIPTIONS-5/11-19/06 |
| | | | | \$8,927.95 | CO JAIL-PRESCRIPTIONS-5/01-31/06 |
| 141674-APCA | 06/15/06 | GILMER OFFICE CENTER | \$50.00 | \$50.00 | SUP-500 BUSINESS CARDS/J. SPIVEY |
| 141675-APCA | 06/15/06 | GLADEWATER POWERWASH | \$325.00 | \$325.00 | CO. BLDG-POWERWASH JAIL KITCHEN |
| 141676-APCA | 06/15/06 | GOOD SHEPHERD PHYSICIAN SERV | \$29.52 | \$29.52 | INDIG-NATHANIEL C. HOLLIS/5/19/06 MEDICAL |
| 141677-APCA | 06/15/06 | GOODE BROS A/C & HEATING | \$1,487.00 | \$50.00 | CO BLDG-WORK ON A/C |
| | | | | \$222.00 | CO BLDG-WORK ON A/C UNITS |
| | | | | \$1,215.00 | CO. BLDG-CHANGE COMPRESSOR ON A/C |
| 141678-APCA | 06/15/06 | GRAINGER | \$105.00 | \$105.00 | CO BLDG-#805131711/150 LAMPS |
| 141679-APCA | 06/15/06 | GREATAMERICA LEASING CORP | \$1,409.27 | \$89.07 | JP#3-#0140287676000/5/26/06 BILLING |
| | | | | \$92.89 | JP#1-#0140287677000/5/29/06 BILLING |
| | | | | \$1,227.31 | CO. CLK-#0140285756002/6/09/06 BILLING |
| 141680-APCA | 06/15/06 | GREG MANDREGER | \$381.52 | \$381.52 | CO EMG-REIMBURSE 12.112 MI. @ \$ 315 |
| 141681-APCA | 06/15/06 | GREGG COUNTY CLERK | \$375.00 | \$375.00 | CO CT-#2006-0037-M/DARRELL THRASH |

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THE SOFTWARE GROUP, INC

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|-------------|------------|------------------------------|---------------|-------------|--|
| 141682-APCA | 06/15/06 | GREGG COUNTY TREASURY | \$1,440.00 | \$1,440.00 | JUV PROB-CONTRACT SERVICES-05/08/06-05/25/06 |
| 141683-APCA | 06/15/06 | H&D HARDWARE & AUTOMOTIVE IN | \$295.73 | \$7.88 | CO. BLDG-DIL |
| | | | | \$15.03 | CO. BLDG-2 KEYS,RAT BAIT,TRAPS |
| | | | | \$37.80 | CO. BLDG-BALLASTS |
| | | | | \$7.74 | CO. BLDG-HEX KEY |
| | | | | \$9.33 | CO. BLDG-WINDEX,BOWL BRUSH |
| | | | | \$13.04 | CO BLDG-SELIG, LEVEL |
| | | | | \$18.61 | CO BLDG-TRAPS, FILE, MOPS |
| | | | | \$3.89 | CO. BLDG-SCREWS |
| | | | | \$116.17 | R&B-CHAIN & BINDERS |
| | | | | \$3.92 | CO. S-4 KEYS |
| | | | | \$2.88 | CO- BLDG-FLAPPER |
| | | | | \$60.24 | R&B-WIRING HARNESS, LUG WRENCH, LOCKS, PAD LOCK |
| | | | | \$0.80ct | CO. BLDG-RETURNED NUT |
| 141684-APCA | 06/15/06 | HART INTERCIVIC, INC | \$1,606.15 | \$101.00 | CO. CLK-#58026/CRRIM. DOCKET SHEETS |
| | | | | \$350.00 | CO CLK-#UPS58026/FILM PROSESS STORAGE |
| | | | | \$375.56 | CO. CLK-#14769/CRIM DOCKET SHEETS |
| | | | | \$251.72 | CO CLK-#14769/CRIM DOCKET SHEETS |
| | | | | \$39.04 | CO. CT-OFFICE SUPPLIES |
| | | | | \$488.83 | CO. CLK-1,000 VITAL STATISTICS PAPER |
| 141685-APCA | 06/15/06 | HEWITT FARM SUPPLY | \$43.82 | \$16.91 | R&B-MAILBOX, GLOVES |
| | | | | \$26.91 | R&B-SPRAYER |
| 141686-APCA | 06/15/06 | HILL'S FEED | \$36.00 | \$36.00 | CO. BLDG-4 BAGS FERTILIZER |
| 141687-APCA | 06/15/06 | HOLMES CONCRETE PIPE | \$879.28 | \$164.28 | R&B-CULVERT |
| | | | | \$600.60 | R&B-30 FT. 36 INCH CULVERT |
| | | | | \$114.40 | R&B-20'X15"PLASTIC CULVERT |
| 141688-APCA | 06/15/06 | HOLT CAT | \$1,538.74 | \$508.79 | R&B-PARTS |
| | | | | \$36.38 | R&B-#1228190/4 BOLTS; 2 STRAPS |
| | | | | \$278.87 | R&B-#1228190/2 KIT-SPIDER, BEARING |
| | | | | \$527.80 | R&B-#1228190/CUTTING EDGES |
| | | | | \$428.82 | R&B-#1228190/6 CUTTING EDGES |
| | | | | \$285.88 | R&B-#1228190/4 CUTTING EDGES |
| | | | | \$527.80ct | R&B-#1228190/RETURNED 10 CUTTING EDGES |
| 141689-APCA | 06/15/06 | HUMANE SOCIETY OF GREGG COUN | \$3,250.00 | \$3,250.00 | HUMANE. SDCIETY-3RD & 4TH QTR. 2005-06 BUDGET ALLOCATION |
| 141690-APCA | 06/15/06 | INGRAM BOOK CO | \$279.25 | \$28.76 | CO LIB-#2083975/2 BOOKS |
| | | | | \$142.80 | CO. LIB-#2083975/14 BOOKS |
| | | | | \$25.14 | CO. LIB-#2083975/2 BOOKS |
| | | | | \$82.55 | CO. LIB-#2083975/5 BOOKS; SHIPPING |
| 141691-APCA | 06/15/06 | JEFFERSON COUNSELING SERVICE | \$377.50 | \$377.50 | SUP-MAY'06 BILLING |

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

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THE SOFTWARE GROUP, INC

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|-------------|------------|-------------------------------|---------------|--|--|
| 141692-APCA | 06/15/06 | JOE N DANIELS | \$504.00 | \$504.00 | JUV PROB REIMBURSE/MEALS@SCHDOL(06/04-08/06) |
| 141693-APCA | 06/15/06 | JOHN W MOORE | \$675.00 | \$350.00 \$325.00 | D CT-#14,086/MICHAEL LUCE D. CT-#56-06/GABRIEL SANCHEZ |
| 141694-APCA | 06/15/06 | KEPR CORP | \$174.77 | \$174.77 | LANDRA DUNN-\$174.77 TO KEPR CORP/HOT CK-RESTITUTION |
| 141695-APCA | 06/15/06 | KIM BASINGER, R N, S A N A E, | \$500.00 | \$200.00 \$300.00 | CO. S-CASE#06-01292 03/07/06 CO. S-CASE#06-02812 05/27/06 |
| 141696-APCA | 06/15/06 | KIRBY RESTAURANT SUPPLY | \$195.83 | \$195.83 | CO JAIL-#7009/-4/27-5/24/06 SERVICE |
| 141697-APCA | 06/15/06 | LAURA NORRED | \$104.00 | \$104.00 | JP#1/REIMBURSE MEALS/4 DAYS @ \$26.00 |
| 141698-APCA | 06/15/06 | LAWSON PRODUCTS INC | \$408.37 | \$408.37 | R&B-#7311275-38821/SHOP SUPPLIES |
| 141699-APCA | 06/15/06 | LIBRARY VIDEO CO | \$160.03 | \$160.03 | CO. LIB-#668210/8 DVDS; SHIPPING |
| 141700-APCA | 06/15/06 | LORING MARSHALL | \$30.24 | \$30.24 | D CLK-REIMBURSE 96 MI @ \$ 315/-9/2005-5/12/06 |
| 141701-APCA | 06/15/06 | LOWE'S CREDIT SERVICES | \$87.22 | \$87.22 | CO. BLDG-SUPPLIES FOR PORTER BLDG |
| 141702-APCA | 06/15/06 | MARGARET RICHARDSON | \$34.49 | \$34.49 | D. CLK-REIMBURSE 109 5 MI. @ \$ 315/-9/2005-5/12/06 |
| 141703-APCA | 06/15/06 | MATTHEW PATTON | \$350.00 | \$350.00 | D CT-#13,840/DAVID RAY BOSWELL |
| 141704-APCA | 06/15/06 | MED SHOP | \$136.60 | \$52.60 \$84.00 | JOSH ROBERTSON/\$52.60 TO MED SHOP/HOT CK. RESTITUTION CARMELLA NIX/\$84.00 TO MED SHOP/HOT CK. RESTITUTION |
| 141705-APCA | 06/15/06 | MED SHOP TOTAL CARE | \$12.99 | \$12.99 | CO JAIL-ARM SLING |
| 141706-APCA | 06/15/06 | MEDICAL IMAGING CONSULTANTS | \$102.83 | \$102.83 | INDIG-NATHANIEL HOLLIS/5/16/06 MEDICAL |
| 141707-APCA | 06/15/06 | MELANIE BASKERVILLE | \$9.18 | \$9.18 | CO JAIL-REIMBURSE MEALS/5/19&25/06 |
| 141708-APCA | 06/15/06 | MELINDA SMITH | \$1,702.39 | \$1,702.39 | JUV. PROB-REIMBURSE/2998 5mi @. 405ea; MEALS 10/17/05-05/27/06 |
| 141709-APCA | 06/15/06 | MELISSA CHEVALIER | \$25.52 | \$25.52 | D CLK-REIMBURSE 81 MI @ \$ 315/-9/2005-5/12/06 |
| 141710-APCA | 06/15/06 | MICHAEL MARTIN ATTY | \$750.00 | \$150.00 \$150.00 \$150.00 \$150.00 | D CT-#250-01/I-I-O-R M N D. CT-#80-96/I-I-O-J. M. N. D. CT-#58-94/I-I-O-L. C. ; R. M. C. , JR. D CT-#263-00/I-I-O-M. P. D. CT-I-I-O-M O ; O. G |
| 141711-APCA | 06/15/06 | MIDWEST TAPE | \$42.97 | \$42.97 | CO LIB-#75644/3 BOOKS |

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Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC

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|-------------|----------|----------------------------|--------------|-------------|--|
| 141712-APCA | 06/15/06 | MIKE CRAIG FORD MERCURY | \$79.95 | \$79.95 | CONST#3-BATTERY |
| 141713-APCA | 06/15/06 | MRS BAIRD BAKERIES | \$1,353.36 | \$68.00 | CO JAIL-#3629/BREAD |
| | | | | \$174.40 | CO JAIL-#3629/BREAD |
| | | | | \$180.80 | CO JAIL-#3629/BREAD |
| | | | | \$180.80 | CO JAIL-#3629/BREAD |
| | | | | \$180.80 | CO JAIL-#3629/BREAD |
| | | | | \$180.80 | CO JAIL-#3629/BREAD |
| | | | | \$180.80 | CO JAIL-#3629/BREAD |
| | | | | \$26.14 | CO JAIL-#3629/BREAD |
| | | | | \$180.80 | CO JAIL-#3629/BREAD |
| 141714-APCA | 06/15/06 | MUSIC MOUNTAIN WATER CO | \$77.83 | \$26.81 | SUP-#79777000 05/31/06 |
| | | | | \$51.02 | D A-#80109100 & 18928400 05/31/06 |
| 141715-APCA | 06/15/06 | MYRA HARRIS | \$180.75 | \$180.75 | CO TREAS-REIMBURSE/573.8mi @ .315ea (GIO SCHOOL@GALVESTON) |
| 141716-APCA | 06/15/06 | B.W. LOYD II | \$950.00 | \$350.00 | D CT-#13,873/RODNEY PAUL MONROE |
| | | | | \$350.00 | D CT-#14,034/JOHN WILLIAM KNOX III |
| | | | | \$250.00 | D CT-#13,833/RICHARD DEWAYNE WILLIAMS |
| 141717-APCA | 06/15/06 | OLMSTED-KIRK PAPER COMPANY | \$326.50 | \$144.00 | CO BLDG-#32479/JANITORIAL SUPPLIES |
| | | | | \$182.50 | CO BLDG-#34279/TOILET TISSUE |
| 141718-APCA | 06/15/06 | OMNI SAN ANTONIO HOTEL | \$443.66 | \$221.83 | JP#1-WYONE MANES/LODGING, 2 @ \$55.46, 1 @ \$110.91 |
| | | | | \$221.83 | JP#1-LAURA NORRED/2 @ \$55.46, 1 @ \$110.91 |
| 141719-APCA | 06/15/06 | OVERHEAD DOOR COMPANY | \$224.50 | \$224.50 | CO BLDG-WORK ON DOORS @ JAIL |
| 141720-APCA | 06/15/06 | PATRICIA HARRISON | \$940.00 | \$235.00 | D CT-COURT REPORTING 5/26/06 |
| | | | | \$235.00 | CO CT-COURT REPORTING 5/30/06 |
| | | | | \$235.00 | D CT-COURT REPORTING 6/02/06 |
| | | | | \$235.00 | D CT-COURT REPORTING 6/08/06 |
| 141721-APCA | 06/15/06 | PATTILLO BROWN&HILL L L P | \$7,000.00 | \$7,000.00 | NON. DEPT-#1447 INTERIUM BILLING/ANNUAL AUDIT |
| 141722-APCA | 06/15/06 | PAUL BANNER | \$55.61 | \$55.61 | D CT-REIMBURSE/MILEAGE, MEALS-5/03-05/06 |
| 141723-APCA | 06/15/06 | PAULA GENTRY | \$98.28 | \$98.28 | TAX-REIMBURSE 312 MI @ \$.315/MAY 2006 |
| 141724-APCA | 06/15/06 | PEGGY J MORRIS | \$1,000.00 | \$1,000.00 | JP#3-CIVIL DOCKET#8486 (APPEAL BOND RETURNED) |
| 141725-APCA | 06/15/06 | POSTMASTER | \$304.00 | \$72.00 | JUV. PROB-BOX 637 ANNUAL RENT |
| | | | | \$232.00 | NON. DEPT-BOX#730 ANNUAL RENT |
| 141726-APCA | 06/15/06 | POWERPLAN OIB | \$2,201.76 | \$1,713.46 | R&B-MOTOR GRADER PARTS |
| | | | | \$382.13 | R&B-COMPRESSOR/A/C LINE |
| | | | | \$40.47 | R&B-WIRING HARNESS, SHIPPING |
| | | | | \$65.70 | R&B-SHIMS, SHIMS, SHIPPING |

Approved Disbursements

Checking Account(s): APGA-FNB, INS-FNB 125

THE SOFTWARE GROUP, INC

Disbursements Made from 06/15/06 thru 06/29/06

| Check # | HC Date | Vendor | Check Amount | Invoice Amt | Invoice Description |
|-------------|----------|-----------------------------|--------------|--|---|
| 141727-APCA | 06/15/06 | PRITCHETT WATER SUPPLY CORP | \$44.13 | \$22.49 \$21.64 | R&B-#1014377-4/10-5/10/06 SERVICE R&B-#100412/-4/13-5/15/06 SERVICE |
| 141728-APCA | 06/15/06 | PURCHASE POWER | \$234.13 | \$234.13 | SUP-#19547261865 05/19/06 |
| 141729-APCA | 06/15/06 | QUILL CORPORATION | \$406.13 | \$247.51 \$19.08 \$13.98 \$125.56 | CO. S-#4091316/OFFICE SUPPLIES CO. S-#4091316/PENS CO. CLK-#5541959/BATTERIES CO CLK-#5541959/RECORDER |
| 141730-APCA | 06/15/06 | RED'S LIQUOR | \$64.39 | \$64.39 | JP#3-HC05-114J3/HDT CK. RESTITUTION&MERCH. FEE |
| 141731-APCA | 06/15/06 | ROBERT CHARLES SELF | \$10.00 | \$10.00 | JP#3-T06-0271J3 OVERPAYMENT R#7626J3 05/30/06 |
| 141732-APCA | 06/15/06 | ROBERT LEE COLE JR | \$350.00 | \$350.00 | CO CT-#30,299/DANIEL WOOTEN |
| 141733-APCA | 06/15/06 | ROMCO EQUIPMENT CO. | \$3,200.00 | \$3,200.00 | R&B-#91952/-5/24-6/20/06 RENTAL |
| 141734-APCA | 06/15/06 | SAMUEL STRAPPING SYSTEMS | \$49.90 | \$49.90 | TAX-#3586/STRAPPING FOR MAILING |
| 141735-APCA | 06/15/06 | SARTAIN FLUID POWER INC | \$586.41 | \$482.02 \$104.39 | R&B-PUMP R&B-MOTOR FOR TURNTABLE |
| 141736-APCA | 06/15/06 | SAV-ON OFFICE SUPPLY INC | \$2,216.10 | \$2.97 \$21.98 \$367.01 \$16.36 \$8.97 \$389.97 \$376.44 \$43.77 \$104.96 \$18.99 \$18.99 \$1.49 \$10.35 \$21.49 \$7.14 \$2.58 \$13.99 \$44.29 \$33.50 \$395.78 \$126.23 \$13.98 \$76.98 \$61.90 \$35.99 | IT-BATTERY(4/PK) JP#2-PRINTER RIBBON (2) CO JAIL-OFFICE SUPPLIES JP#2-CARD STOCK (4) IT-POSTER BOARD(13) D. CLK-STORAGE BOXES (3) CO JAIL-OFFICE SUPPLIES CO CLK-INK CARTRIDGES SUP-INKJET BLK&COLOR CART. CO CLK-OFFICE SUPPLIES CO CLK-2 CARTRIDGES, SPINDLE CO. CLK-ROLL PAPER CO. CLK-SELF SEAL MAILERS CO JAIL-FAX CARTRIDGE 911-PENS, BINDER CLIPS 911-CORRECTION FLUID JP#1-PAPER CO. CLK-OFFICE SUPPLIES SUP-PENS, LABELS, STICKEY NOTES, ETC CO JAIL-OFFICE SUPPLIES DIST CL-OFFICE SUPPLIES CO CLK-INKJET CO. CLK-PAPER D. A-FASTENERS SUP-INKJET COLOR CART. |
| 141737-APCA | 06/15/06 | SCOTT-MERRIMAN INC. | \$572.49 | \$337.55 \$234.94 | D CLK-DIVORCE DOCKET LEAVES, SHIPPING D CLK-PAPER, SHIPPING |

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|-------------|------------|------------------------------|---------------|-------------|---|
| 141738-APCA | 06/15/06 | SHANE JACKSON LPC | \$150 00 | \$150 00 | CCP-ARRINGTON & FRAZIER 05/06 |
| 141739-APCA | 06/15/06 | SHARON WATER SUPPLY CORP | \$25 51 | \$25 51 | R&B-#070053000/-4/12-5/12/06 SERVICE |
| 141740-APCA | 06/15/06 | SMILEMAKERS | \$63. 50 | \$63. 50 | CO-LIB-#138194/9 BOOKS; SHIPPING |
| 141741-APCA | 06/15/06 | SMITH GIL COMPANY | \$2,391 85 | \$755 00 | R&B-FLUIDS |
| | | | | \$462 50 | R&B-55 GAL HYD FLUID, GREASE GUN, GREASE, 5 GAL OIL, TRAC HYD FLUID, ADDITIVE |
| | | | | \$804 00 | R&B-55 GAL MTR OIL, 55 GAL HYD FLUID, BRAKE CLEANER, OIL, SHOP TOWELS |
| | | | | \$307 00 | R&B-BATTERIES; BATTERY FEES; OIL TREATMENT; GREASE; HOSES |
| | | | | \$63 35 | R&B-GATERADE |
| 141742-APCA | 06/15/06 | SOUTHEAST TEXAS FORENSIC CEN | \$1,500. 00 | \$1,500 00 | JP#3-CHARLES L. PARSLEY/AUTOPSY |
| 141743-APCA | 06/15/06 | SOUTHERN TIRE MART | \$3,886 68 | \$1,719. 00 | R&B-TIRES |
| | | | | \$2,167 68 | R&B-TIRES (14)/4 REPAIRS |
| 141744-APCA | 06/15/06 | SOUTHWESTERN ELECTRIC POWER | \$13,464 32 | \$124 50 | ST. LIGHTS-#9685800001/-4/28-5/30/06 SERVICE |
| | | | | \$53. 19 | CO. BLDG-#96369100001/-4/28-5/31/06 SERVICE |
| | | | | \$3,132. 72 | CO BLDG-#96989100001/-4/28-5/31/06 SERVICE |
| | | | | \$8,779 96 | J. CTR-#96612436202/-5/05-6/08/06 SERVICE |
| | | | | \$123 28 | REC. STORAGE-#96698836200/-5/05-6/08/06 SERVICE |
| | | | | \$146 44 | PORTER. BLDG-#96787336203/-5/05-6/08/06 SERVICE |
| | | | | \$260. 79 | 911-#96318336201/-5/05-6/08/06 SERVICE |
| | | | | \$843. 44 | TAX-#96508836200/-5/05-6/08/06 SERVICE |
| 141745-APCA | 06/15/06 | STATE BAR OF TEXAS | \$60 00 | \$60 00 | D CT-#0064664 TX PATTERN JURY CHRGS-FAMILY 06 |
| 141746-APCA | 06/15/06 | STOP-A-MINIT | \$43. 55 | \$43. 55 | CO. BLDG-REG#4681 05/04/06 |
| 141747-APCA | 06/15/06 | SUSAN SMITH | \$42. 05 | \$42. 05 | D. CLK-REIMBURSE 133.5 MI. @ \$.315/-9/2005-5/12/06 |
| 141748-APCA | 06/15/06 | SW MENTAL HEALTH TESTING | \$75 00 | \$75 00 | CO JAIL-EXAMINATION LENON R GRIFFIN JR |
| 141749-APCA | 06/15/06 | TAC PROPERTY&CASUALTY | \$893. 00 | \$548 00 | NON. DEPT-PR ENDT#5 VOTING EQUIPMENT ADDED |
| | | | | \$345. 00 | NON. DEPT-#5809 2006 FORD PLICE INTERCEPTOR ADDED |
| 141750-APCA | 06/15/06 | TEENA HENSON | \$16 07 | \$16 07 | D CLK-REIMBURSE 51 MI. @ \$.315/-9/2005-5/12/06 |
| 141751-APCA | 06/15/06 | TELETOUCH CORPORATION | \$19. 97 | \$19. 97 | D. CT-#57503471/SERVICE-6/30/06 |
| 141752-APCA | 06/15/06 | TEXAS DIST & CD ATTY ASSOC | \$60 00 | \$60 00 | D A-#25222-ROBIN WOOD/-7/2006-7/2007 DUES |
| 141753-APCA | 06/15/06 | TEXAS PARKS & WILDLIFE | \$169. 15 | \$169 15 | JP#3-#A791940 GREGORY ALLEN WEAVER |

UPSHUR COUNTY

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THE SOFTWARE GROUP, INC

Disbursements Made from 06/15/06 thru 06/29/06

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|-------------|----------|------------------------------|--------------|---|--|
| 141754-APCA | 06/15/06 | TEXAS TRAUMA & EMERGENCY CA | \$48.28 | \$48.28 | INDIG-MARY A. DAVIS/5/09/06 MEDICAL |
| 141755-APCA | 06/15/06 | THE GILMER MIRROR | \$276.00 | \$53.50 \$112.50 \$35.00 \$15.00 \$30.00 \$30.00 | CD. S-#245080/JOB PRINTING-NOTX COMM. CT-#244090/PUBLIC NOTICES ELECTIONS-#244084/PUBLIC NOTICES ELECTIONS-#244084/JOB PRINTING NOTX EXT-1 YR. SUBSCRIPTION CO. LIB-1 YR SUBSCRIPTION |
| 141756-APCA | 06/15/06 | THE ROTARY CLUB OF GILMER | \$745.00 | \$645.00 \$100.00 | CG. BLDG-43 FLAGS/2006-2007 J. CTR-5 FLAGS/2006-2007 |
| 141757-APCA | 06/15/06 | THE SOFTWARE GROUP INC | \$8,000.00 | \$8,000.00 | NON DEPT-#1745/JP ELECT. CONVICT. REPORTING |
| 141758-APCA | 06/15/06 | TIGER DIRECT | \$36.98 | \$36.98 | COMPUTER-#88773213/PCI SOFTMODEM |
| 141759-APCA | 06/15/06 | TIM CARIKER | \$8.45 | \$8.45 | NON. DEPT-SCDTT BRIEF REIMBURSEMENT |
| 141760-APCA | 06/15/06 | TONERLAND CORP/TLC CORP | \$5,035.47 | \$3,995.00 \$1,040.47 | NON DEPT-SAVIN USED COPIER & SURGE PROTECT. EXT. NON DEPT-COMBINED CHARGES 04/01/06-06/01/06 |
| 141762-APCA | 06/15/06 | U. S. FOOD SERVICE | \$2,427.87 | \$2,427.87 | CO. JAIL-#93586865/ASSORTED FOODS |
| 141763-APCA | 06/15/06 | UNITED POSTAL SOLUTIONS | \$115.00 | \$115.00 | CG TAX-INK; SHIPPING |
| 141764-APCA | 06/15/06 | UNIVERSAL TIME EQUIPMENT COM | \$221.42 | \$221.42 | CO. BLDG-SMOKE DETECTORS, SHIPPING |
| 141765-APCA | 06/15/06 | UPSHUR COUNTY APPRAISAL DIST | \$42,597.31 | \$42,597.31 | APPRL. DIST-3rd. QTR. PAYMENT 2005-06 BUDGET ALLOCATION |
| 141766-APCA | 06/15/06 | UPSHUR COUNTY JUVENILE PROBA | \$670.05 | \$600.40 \$69.65 | JUV PROB-REIMBURSE/TRAVEL; TRAINING(US BANK CARD) JUV. PROB-OFFICE SUPPLIES(US BANK CARD) |
| 141767-APCA | 06/15/06 | UPSHUR-RURAL ELECTRIC COOP | \$185.67 | \$79.25 \$98.24 \$8.18 | R&B-#49674-001/-4/19-5/17/06 SERVICE R&B-#13625002/-4/24-5/24/06 SERVICE WASTE-#94812001/-4/24-5/22/06 SERVICE |
| 141768-APCA | 06/15/06 | UTHC TYLER PHY | \$70.64 | \$70.64 | INDIG-NATHANIEL HOLLIS/5/30/06 MEDICAL |
| 141769-APCA | 06/15/06 | VERIZON SOUTHWEST | \$343.87 | \$237.40 \$9.23 \$97.24 | JP#3-#105230288252275408/5/10/06 BILLING CG S-#1BA2703-940829/5/19/06 BILLING TAX-#105230288453414806/5/22/06 BILLING |
| 141770-APCA | 06/15/06 | VOYAGER FLEET SYATEMS INC | \$9,747.16 | \$9,747.16 | CG. S-#869171082/GASOLINE |
| 141771-APCA | 06/15/06 | WAL-MART COMMUNITY | \$694.73 | \$694.73 | CD. S-#6032202010092659 05/22/06 |
| 141772-APCA | 06/15/06 | WALMART COMMUNITY | \$171.45 | \$171.45 | ELECTIONS-#60322020001114553 05/16/06 |

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|-------------|------------|------------------------------|--------------|---|--|
| 141773-APCA | 06/15/06 | WALMART COMMUNITY | \$21 87 | \$21 87 | DISPATCH-#6032202010092618 05/22/06 |
| 141774-APCA | 06/15/06 | WALMART COMMUNITY | \$10 07 | \$10 07 | CO. BLDGS-#6032202010092402 05/22/06 |
| 141775-APCA | 06/15/06 | WELLS FARGO FINANCIAL LEASIN | \$828 66 | \$427.88 \$166.65 \$234.13 | JUV. PROB-#0019003061002 06/03/06 D. A-#0019001910 06/07/06 D. A-#0019001910003 06/07/06 |
| 141776-APCA | 06/15/06 | WEST PAYMENT CENTER | \$1,739 53 | \$166.03 \$240.00 \$1,333 50 | D A-#1000261365/-2/01-28/06 SERVICE JP#3-#1002002688/-4/23-5/22/06 SERVICE LAW. LIB-USCA '06 HALF BOOKS;USCA CONST AMEND(9) |
| 141777-APCA | 06/15/06 | WINN'S AUTO & TRUCK REPAIR | \$1,223 28 | \$53 00 \$340 00 \$504.70 \$62.60 \$51.99 \$210 99 | CO S-INSTALL BATTERY CO. S-REPAIR BRAKES CO. S-PARTS, LABOR CO. S-REPLACE FILTER CO. S-REPLACE THERMOSTAT, GASKETS 911-TUNE UP ON TRUCK |
| 141778-APCA | 06/15/06 | WYONE MANES | \$120 00 | \$60 00 \$60.00 | MAY '06 JP#1 BLDG CLEANED JUNE '06 JP#1 BLDG. CLEANED |
| 141779-APCA | 06/15/06 | WYONE MANES | \$352 85 | \$352.85 | JP#1-REIMBURSE 790 MI. @ \$.315; MEALS/4 DAYS @ \$26.00 |
| 141780-APCA | 06/15/06 | XRAY EXPRESS OF TYLER | \$500 00 | \$500 00 | CO. JAIL-SERVICE DATE: 04/01/06-05/23/06 |
| 141781-APCA | 06/15/06 | YAZELL CHEVROLET-OLDS. INC. | \$156.36 | \$67.37 \$88.99 | R&B-#51245/2 HANDLES R&B-#51245/2 HANDLES |
| 141782-APCA | 06/15/06 | YOUTH CENTER OF THE HIGH PLA | \$3,472 00 | \$3,472 00 | JUV. PROB-SECURE PLACEMENT 05/06 |
| 141783-APCA | 06/15/06 | TONERLAND CORP/TLC CORP | \$208.45 | \$208 45 | NON-DEPT-#L0563-04/01-06/01/06 SERVICE |
| 141784-APCA | 06/15/06 | FIRST NATIONAL BANK GILMER | \$400,000.00 | \$400,000 00 | CD#37334 PURCHASED@4.64%(106days) TO MATURE 09/29/06 |
| 141785-APCA | 06/15/06 | FOOD FAST HOLDINGS | \$240.00 | \$240 00 | D A-JD PICKETT/HOT CK. RESTITUTION |
| 141786-APCA | 06/15/06 | FOOD FAST HOLDINGS LTD | \$65.68 | \$65 68 | JP#3-HC05-115J3/HOT CK. RESTITUTION&MERCH. FEE |
| 141815-APCA | 06/22/06 | FIRST NATIONAL BANK GILMER | \$840,261 83 | \$840,261.83 | CD#37349 (TOBACCO) PURCHASED@4.55%(63days) TO MATURE 08/24/06 |
| 141873-APCA | 06/23/06 | FIRST NATIONAL BANK GILMER | \$375,000 00 | \$375,000.00 | CD#37353 PURCHASED@4.67%(53days) TO MATURE 08/15/06 |
| 141874-APCA | 06/27/06 | FIRST NATIONAL BANK | \$247,586 94 | \$247,586 94 | CD#37363 (AVAIL) PURCHASED@4.51%(30DAYS) TO MATURE 07/27/06 |

UPSHUR COUNTY

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THE SOFTWARE GROUP, INC

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| Check #. | HC Date.... | Vendor..... | Check Amount. | Invoice Amt | Invoice Descriptions..... |
|-------------|-------------|---------------------|----------------|----------------|--|
| 141875-APCA | 06/27/06 | FIRST NATIONAL BANK | \$1,134,499.36 | \$1,134,499.36 | CD#37364(PERM)PURCHASED@ 51%(30DAYS)TD MATURE 07/27/06 |

Total for APCA - Accounts Payable Clearing Account \$3,405,882.50

UPSHUR COUNTY

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

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THE SOFTWARE GROUP, INC

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|----------------------------------|-------------|------------------------------|---------------|-------------|---|
| 1915-FNB 125 | 06/15/06 | UPSHUR CO OPERATING ACCOUNT | \$952.61 | \$952.61 | 06/15/06 CANCER, HEART/STROKE PREMIUMS FROM IRC |
| 1916-FNB 125 | 06/15/06 | UPSHUR COUNTY INSURANCE ACCO | \$5,279.35 | \$5,279.35 | 06/15/06 DEPENDENT INS. PREMIUMS FROM IRC |
| 1917-FNB. 125 | 06/15/06 | VERITY NATIONAL GROUP | \$659.88 | \$659.88 | EXTRA 125 FUNDING 06/15/06 |
| Total for FNB 125 - IRC/125 PLAN | | | \$6,891.84 | | |

UPSHUR COUNTY

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|-------------------------------|------------|-----------------------|----------------|--------------|---|
| 1542-FNB INS | 06/15/06 | VERITY NATIONAL GROUP | \$35,138 18 | \$35,138 18 | GROUP#908400 06/13/06 CLAIMS |
| 1544-FNB INS | 06/15/06 | FIRST NATIONAL BANK | \$224,000 00 | \$224,000 00 | CD#37335(INS)PURCHASED@4.54%(46days)TO MATURE 07/31/06 |
| Total for FNB INS - INSURANCE | | | \$259,138 18 | | |
| Grand Total | | | \$3,671,912 52 | | |

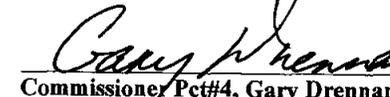
193 records listed.

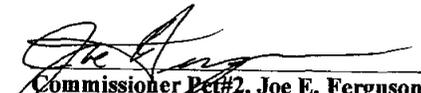
FILED
 ROBIN ROSENBERG
 COUNTY CLERK
 UPSHUR COUNTY, TX
 05 JUN 30 PM 1:26
 BY _____
 DEPUTY


 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

