VOL 63 PG 142

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
FRIDAY, NOVEMBER 15, 2002, 9:00 AM, REGULAR SESSION
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 12 AM 9:00
UPSHUR COUNTY, TX.
BY _____ DEPUTY

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take action.
3. Consider approval of expenditures.
4. Accept financial statements.
5. Consider approval of accounts payable and take action.
6. Consider approval of any payroll changes and take action.
7. Accept payroll register.
8. Approve Treasurer's monthly report.
9. Discuss direct deposit payroll items and take any action necessary.
10. Consider the approval of a payroll change in the District Clerks Office.
11. Consider making a contact with East Texas Medical Center for Ambulance Service.
12. Consider bids on property foreclosed for delinquent taxes.
13. Consider current bid on rock building and take any action necessary.
14. Bring back Item #16 tabled at the Commissioners Court Meeting on October 15, 2002 "Discuss and take action on donating County equipment to the City of Big Sandy for the School Resource Officer"
15. Accept for recording a bond for Jeffrey Christopher Pears as Deputy Constable Reserve.
16. Accept for recording letter from Tim Cone concerning Attorney General respond to JC-0565.
17. Approve applications for use of Upshur County roads and right of way.

Charles L. Still
County Judge
Upshur County Judge

This above and foregoing is a true and correct copy of the original on file in this office.

County Clerk
Upshur County, Texas

VOL 63 PG 143

NOTICE OF SPECIAL MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
FRIDAY, NOVEMBER ~~15~~ 16, 2002, 9:00 AM, REGULAR SESSION ADDENDUM
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

REGULAR SESSION ADDENDUM

1. **As per Texas Local Government Code 88.001 - Bond for County Road Engineer to be set by Commissioners Court payable to the County Judge , County shall pay the premium on bond.**

2. **Accept for recording Oath and Statement for the Interim County Engineer, Kenneth Cline.**

3. **Accept for recording Bonds for J.P. W.V. Ray and William A. Rogers.**

Charles L. Still
County Judge
Upshur County, Texas

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 14 PM 3:36
UPSHUR COUNTY, TX.
BY _____ DEPUTY

This above and foregoing is a true and correct copy of the original on file in this office.

County Clerk
Upshur County, Texas

VOL 63 PG 144

UPSHUR COUNTY COMMISSIONERS COURT

11-15-2002

UPSHUR COUNTY COMMISSIONERS COURT MET IN REGULAR SESSION. ALL MEMBERS PRESENT.

1. MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO APPROVE THE MINUTES FROM PREVIOUS MEETINGS DATED 10-31-2002, 11-7-2002,11-12-2002 AND 11-13-2002. MOTION CARRIED.

2. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. BUDGET AMENDMENTS ATTACHED.

3. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO APPROVE ALL EXPENDITURES. MOTION CARRIED.

4. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FINANCIAL STATEMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. FINANCIAL STATEMENTS FOR MONTH ENDED OCTOBER 31, 2002. ON FILE IN COUNTY CLERKS' OFFICE.

5. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE PAYING A BILL TO JOE'S TEXACO OUT OF THE COURTHOUSE SECURITY FUND. MOTION CARRIED.

MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE PAYMENT OF BILLS NOW DUE. MOTION CARRIED.

BILLS PREVIOUSLY APPROVED PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

6. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO APPROVE THE FOLLOWING PAYROLL CHANGES:

STEPHANIE SHANNON-COUNTY JAIL-DUE TO LONGEVITY INCREASE
V. ANN GLENN-PRECINCT #3-DUE TO LONGEVITY INCREASE
ANTHONY TAYLOR-COUNTY JAIL-DUE TO LONGEVITY INCREASE
MONICA HARDY-COUNTY JAIL-DUE TO LONGEVITY INCREASE

MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL PAYROLL CHANGE REPORTS ATTACHED.

7. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ACCEPT THE PAYROLL REGISTER. MOTION CARRIED. PAYROLL REGISTER ATTACHED.

8. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE THE TREASURER'S MONTHLY REPORT. MOTION CARRIED. REPORT ATTACHED.

9. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO AUTHORIZE COUNTY TREASURER TO CHANGE WHATEVER IS NECESSARY TO IMPLEMENT DIRECT DEPOSIT FOR UPSHUR COUNTY EMPLOYEES. MOTION CARRIED.

10. MOTION BY RICK JACKSON SECONDED RUSSELL GREEN TO APPROVE PAYMENT OF ALL BACK TIME TO LORING MARSHALL IN DISTRICT CLERKS OFFICE. MOTION CARRIED. PAYROLL CHANGE REPORT ATTACHED.

11. MOTION BY JOEY ORMS TO AUTHORIZE SHERIFF BETTERTON TO DISCUSS THE COST OF SERVICE WITH DIFFERENT AMBULANCES COMPANIES. MOTION DIED FOR LACK OF A SECOND.

12. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO NOT ACCEPT BID SUBMITTED FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID IS $8,000.00 FOR 9 ACRES PRECINCT #1. MOTION CARRIED.

MOTION BY TOMMY STANLEY SECONDED BY JOEY ORMS TO TABLE ANY ACTION ON BID SUBMITTED FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID IS 3,800.00 FOR 5 ACRES IN ORE CITY. MOTION CARRIED.

13. MOTION BY JOEY ORMS SECONDED BY RUSSELL GREEN TO REFUSE $80,000. BID SUBMITTED FOR COUNTY OWNED ROCK BUILDING. MOTION CARRIED. COPY ATTACHED.

14. MOTION BY RUSSELL GREEN SECONDED RICK JACKSON APPROVE INTERLOCAL AGREEMENT BETWEEN BIG SANDY AND UPSHUR COUNTY. MOTION CARRIED.

15. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO RECORD BOND OF JEFFREY CHRISTOPHER PEARS AS DEPUTY CONSTABLE RESERVE. MOTION CARRIED. BOND ON FILE IN COUNTY CLERKS OFFICE IN OFFICIAL BOND BOOK, VOLUME 7 PAGE 757.

16. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO RECORD LETTER

FROM ATTORNEY GENERAL CONCERNING SECTION 130.908 OF THE LOCAL GOVERNMENT CODE. MOTION CARRIED. LETTER FROM ATTORNEY GENERAL ATTACHED.

ADDENDUM:

1. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO APPROVE SETTING BOND FOR COUNTY ROAD ENGINEER AT $5,000.00. MOTION CARRIED.

2. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING THE OATH AND STATEMENT OF INTERIM COUNTY ENGINEER. MOTION CARRIED. COPY ATTACHED.

3.. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING THE BONDS FOR JUSTICE OF THE PEACE, WV RAY AND CONSTABLE WILLIAM "BILLY" ROGERS. MOTION CARRIED. BONDS ON FILE IN COUNTY CLERKS OFFICE IN OFFICIAL BOND BOOK, VOLUME 7 PAGE 762 AND PAGE 766.

17. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO APPROVE THE FOLLOWING PERMIT APPLICATIONS AND SPECIAL ROAD USE AGREEMENT CONTRACTS. MOTION CARRIED. COPIES ATTACHED.

PERMIT APPLICATION SUBMITTED BY CLARA BYRD TO PLACE A CULVERT IN ROW OF ADELYN ROAD.

PERMIT APPLICATION SUBMITTED BY LARRY HAGLER TO PLACE A CULVERT IN ROW OF SILK TREE.

PERMIT APPLICATION SUBMITTED BY BREDA HORNER TO PLACE A CULVERT IN ROW OF WHITE DOGWOOD.

PERMIT APPLICATION SUBMITTED BY RICKY GIPSON TO PLACE A CULVERT IN ROW OF FLYING SQUIRREL.

PERMIT APPLICATION SUBMITTED BY SCOTT ALBRIGHT TO PLACE A CULVERT IN ROW OF PRIMROSE.

PERMIT APPLICATION SUBMITTED BY JAMES ALTON STEELMAN TO PLACE A CULVERT IN ROW OF JACKRABBIT.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY CINDY ACKER TO USE NUTHATCHER, MARTIN AND MOCKINGBIRD ROADS FOR A HAYRIDE.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY WARD TIMBER COMPANY TO HAUL LOGS ON DAHLIA ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY ALLEN JOHNSTON TO HAUL LOGS ON BLUEBELL AND FORGET-ME-NOT ROADS.

SPECIAL ROAD USE AGREEMENTS SUBMITTED BY WEYERHAEUSER TO HAUL LOGS ON FLYING SQUIRREL.

MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ADJOURN. MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

JUDGE CHARLES STILL

COMMISSIONER #1 JOE ORMS

COMMISSIONER #2 TOMMY STANLEY

COMMISSIONER #3 RICK JACKSON

COMMISSIONER #4 RUSSELL GREEN

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UPSHUR COUNTY

BUDGET AMENDMENTS

The following budget amendments were approved on this the 15th day of November, 2002

Charles Still, County Judge

Joey Orms, Commissioner, Pct. 1

Tommy Stanley, Comm. Pct. 2

Rick Jackson, Comm. Pct. 3

Russell Green, Comm. Pct. 4

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:56
UPSHUR COUNTY, TX.
BY _____ DEPUTY

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	CR		CR		CR		DR
16-612-1200	188,000 00	17-613-1200	152,988 00	18-614-1200	188,000.00	15-611-1200	528,988.00
16-612-1300	20,000 00	17-613-1300	29,816 00	18-614-1300	25,000 00	15-611-1300	74,816 00
16-612-2150	14,382 00	17-613-2150	13,985 00	18-614-2150	14,382 00	15-611-2150	42,749 00
16-612-2300	17,804 00	17-613-2300	17,312 00	18-614-2300	17,804 00	15-611-2300	52,920 00
16-612-2450	700 00	17-613-2450	600.00	18-614-2450	700 00	15-611-2450	2,000 00
		17-613-3010	1,000 00			15-611-3010	1,000.00
16-612-3110	3,500.00	17-613-3110	3,000 00	18-614-3110	6,000.00	15-611-3110	12,500 00
16-612-3200	14,000 00	17-613-3200	1,500 00	18-614-3200	10,000 00	15-611-3200	25,500 00
16-612-3210	17,000 00	17-613-3210	15,000 00	18-614-3210	18,000 00	15-611-3210	50,000.00
16-612-3220	5,000 00	17-613-3220	3,500 00	18-614-3220	2,000 00	15-611-3220	10,500.00
16-612-3230	1,250 00	17-613-3230	1,000 00	18-614-3230	500.00	15-611-3230	2,750 00
16-612-3240	7,000 00	17-613-3240	10,000 00	18-614-3240	3,500 00	15-611-3240	20,500 00
16-612-3300	9,000 00	17-613-3300	15,000.00	18-614-3300	27,000.00	15-611-3300	51,000 00
16-612-3330	31,000 00	17-613-3330	15,000 00	18-614-3330	21,500 00	15-611-3330	67,500 00
16-612-3340	239,064.00	17-613-3340	100,000 00	18-614-3340	150,000 00	15-611-3340	489,064.00
16-612-3380	5,000 00	17-613-3380	10,000 00	18-614-3380	9,714.00	15-611-3380	24,714 00
16-612-3390	1,500 00	17-613-3390	2,500 00	18-614-3390	5,000 00	15-611-3390	9,000 00
16-612-3420	10,000 00	17-613-3420	10,000 00	18-614-3420	8,000 00	15-611-3420	28,000 00
16-612-3430	10,000 00	17-613-3430	20,000 00	18-614-3430	25,000 00	15-611-3430	55,000 00
16-612-3460		17-613-3460		18-614-3460	100 00	15-611-3460	100 00
16-612-3480	300 00	17-613-3480	150 00	18-614-3480	100 00	15-611-3480	550 00
16-612-4300	1,000 00	17-613-4300	1,000 00	18-614-4300	1,500 00	15-611-4300	3,500 00
16-612-4310		17-613-4310		18-614-4310	250 00	15-611-4310	250 00
16-612-4320	500 00	17-613-4320	100 00	18-614-4320		15-611-4320	600 00
16-612-4330	600 00	17-613-4330	600 00	18-614-4330	500 00	15-611-4330	1,700 00
16-612-4335	300 00	17-613-4335	1,000 00	18-614-4335	250 00	15-611-4335	1,550 00
16-612-4470	500.00			18-614-4470	1,200 00	15-611-4470	1,700 00
16-612-4480	5,000.00		5,000 00	18-614-4480	6,000 00	15-611-4480	16,000 00
16-612-4495	7,000.00	17-613-4495	1,000 00	18-614-4495	10,000 00	15-611-4495	18,000.00
16-612-4700	10,000.00	17-613-4700	5,000 00	18-614-4700	9,500 00	15-611-4700	24,500 00
		17-613-5000	5,000 00			15-611-5000	5,000 00
		17-613-5100	5,000.00	18-614-5100	2,500 00	15-611-5100	7,500.00
16-612-5350	500 00	17-613-5350	1,000.00	18-614-5350	1,000 00	15-611-5350	2,500 00
16-612-5400	100.00					15-611-5400	100 00
		17-613-5500	20,000.00	18-614-5500	10,000.00	15-611-5500	30,000 00
		17-613-5600	50,000.00	18-614-5600	20,000.00	15-611-5600	70,000 00
				18-614-5650	30,000.00	15-611-5650	30,000 00
16-612-5675	5,000.00	17-613-5675	2,000.00			15-611-5675	7,000.00
		17-613-5750	100 00			15-611-5750	100.00
		17-613-6000	116,570.00			15-611-6000	116,570 00
16-612-6500		17-613-6500	2,741.00			15-611-6500	2,741.00
	625,000.00		638,462.00		625,000.00		1,888,462.00
							1,888,462.00

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15 - ROAD & BRIDGE #1 - PCT. #1

Account	Orig Budget	Curr Budget	YTD Expenses	Encumbrances	YTD Exp + Enc	UnEnc Balance	%Rm
611-1000 Salary Elected Official	0	0	0.00	0.00	0.00	0.00	***
611-1200 Salary Regular Employee	188,000	185,487	11,791.00	0.00	11,791.00	173,695.70	94
611-1300 Salary Part-Time Employee	0	2,513	4,848.50	0.00	4,848.50	-2,335.20	-93
611-1400 Salary Temp Employee	0	0	0.00	0.00	0.00	0.00	***
611-2150 Soc Sec Taxes	14,382	14,382	1,235.91	0.00	1,235.91	13,146.09	91
611-2300 Retirement Match	17,804	17,804	1,360.74	0.00	1,360.74	16,443.26	92
611-2450 Unemployment Comp	700	700	0.00	0.00	0.00	700.00	100
611-3110 Uniforms & Asscessories	3,800	3,800	830.52	0.00	830.52	2,969.48	78
611-3145 Guns & Ammunition	0	0	0.00	0.00	0.00	0.00	***
611-3200 Gasoline	10,000	10,000	3,411.18	0.00	3,411.18	6,588.82	66
611-3210 Diesel	15,000	15,000	4,148.76	0.00	4,148.76	10,851.24	72
611-3220 Oil, Grease & Lubricants	5,000	5,000	537.43	0.00	537.43	4,462.57	89
611-3230 Batteries	1,600	1,600	0.00	111.14	111.14	1,488.86	93
611-3240 Tires & Tubes	8,000	8,000	319.80	0.00	319.80	7,680.20	96
611-3300 Culverts	10,000	10,000	127.20	0.00	127.20	9,872.80	99
611-3330 Sand & Gravel	10,000	10,000	0.00	0.00	0.00	10,000.00	100
611-3340 Road Oil	90,000	90,000	0.00	0.00	0.00	90,000.00	100
611-3380 Other Operating	5,000	5,000	1,156.96	29.50	1,186.46	3,813.54	76
611-3390 Hand Tools, Equip, Etc.	1,500	1,500	103.03	0.00	103.03	1,396.97	93
611-3420 Vehicle Repair & Maint.	0	316	869.99	213.78	1,083.77	-768.17	243
611-3430 Equipment Repair & Maint.	28,000	27,684	56.90	3,407.79	3,464.69	24,219.71	87
611-3460 Plumbing	300	300	0.00	0.00	0.00	300.00	100
611-3470 Electrical	500	500	0.00	0.00	0.00	500.00	100
611-3480 Janitorial Supplies	600	600	53.70	0.00	53.70	546.30	91
611-4300 Electricity	1,200	1,200	127.93	0.00	127.93	1,072.07	89
611-4310 Water, & Or Sewer & Garbage	360	360	26.50	0.00	26.50	333.50	93
611-4320 Natural Gas	500	500	0.00	0.00	0.00	500.00	100
611-4330 Local Telephone Service	750	750	67.75	0.00	67.75	682.25	91
611-4335 Long Dist Telephone Serv	275	275	189.84	0.00	189.84	85.16	31
611-4470 Other Communications Maintenance	2,000	2,000	0.00	0.00	0.00	2,000.00	100
611-4480 Other Repairs & Maint	5,000	5,000	1,171.70	244.00	1,415.70	3,584.30	72
611-4495 Other Contracted Services	12,000	12,000	890.00	0.00	890.00	11,110.00	93
611-4520 Act. Reimburseable Mi	300	300	0.00	0.00	0.00	300.00	100
611-4700 Equipment Lease	6,000	6,000	0.00	1,333.00	1,333.00	4,667.00	78
611-5100 Facilities Improvement	5,000	5,000	0.00	0.00	0.00	5,000.00	100
611-5350 Other Communications Equipment	2,000	2,000	0.00	0.00	0.00	2,000.00	100
611-5450 Furniture & Fixtures	500	500	0.00	0.00	0.00	500.00	100
611-5500 Vehicles	15,000	15,000	0.00	0.00	0.00	15,000.00	100
611-5600 Road Equipment	100,000	100,000	47,438.00	0.00	47,438.00	52,562.00	53
611-5650 Other R&B Equip.	0	0	0.00	0.00	0.00	0.00	***
611-5675 Bridge Material	0	0	0.00	0.00	0.00	0.00	***
611-5700 Other Maintenance Equip.	1,000	1,000	0.00	0.00	0.00	1,000.00	100
611-6000 PRINCIPAL	65,000	65,000	0.00	0.00	0.00	65,000.00	100
611-6500 INTEREST	1,575	1,575	0.00	0.00	0.00	1,575.00	100
611-9000 CONTINGENCY	75,000	75,000	0.00	0.00	0.00	75,000.00	100
TOTAL PCT. #1	703,646	703,646	80,763.34	5,339.21	86,102.55	617,543.45	88
TOTAL ROAD & BRIDGE #1	703,646	703,646	80,763.34	5,339.21	86,102.55	617,543.45	88

16 - ROAD & BRIDGE #2 - PCT. #2

Account	Orig Budget	Curr Budget	YTD Expenses	Encumbrances	YTD Exp + Enc	UnEnc Balance	%Rm
612-1000 Salary Elected Official	0	0	0.00	0.00	0.00	0.00	***
612-1200 Salary Regular Employee	188,000	188,000	16,794.68	0.00	16,794.68	171,205.32	91
612-1300 Salary Part-Time Employee	20,000	20,000	0.00	0.00	0.00	20,000.00	100
612-1400 Salary Temp Employee	0	0	0.00	0.00	0.00	0.00	***
612-2150 Soc Sec Taxes	14,382	14,382	1,224.92	0.00	1,224.92	13,157.08	91
612-2300 Retirement Match	17,804	17,804	1,543.58	0.00	1,543.58	16,260.42	91
612-2450 Unemployment Comp	700	700	0.00	0.00	0.00	700.00	100
612-3110 Uniforms & Asscessories	3,500	3,500	0.00	0.00	0.00	3,500.00	100
612-3200 Gasoline	14,000	14,000	0.00	0.00	0.00	14,000.00	100
612-3210 Diesel	17,000	17,000	0.00	0.00	0.00	17,000.00	100
612-3220 Oil, Grease & Lubricants	5,000	5,000	683.44	0.00	683.44	4,316.56	86
612-3230 Batteries	1,250	1,250	0.00	0.00	0.00	1,250.00	100
612-3240 Tires & Tubes	7,000	7,000	22.00	0.00	22.00	6,978.00	100
612-3300 Culverts	9,000	9,000	0.00	0.00	0.00	9,000.00	100
612-3330 Sand & Gravel	31,000	31,000	4,227.96	0.00	4,227.96	26,772.04	86
612-3340 Road Oil	239,064	239,064	14,694.31	252.55	14,946.86	224,117.14	94
612-3380 Other Operating	5,000	5,000	6.95	0.00	6.95	4,993.05	100
612-3390 Hand Tools, Etc. ($100 or Less)	1,500	1,500	33.52	0.00	33.52	1,466.48	98
612-3420 Repair & Maint Vehicles	10,000	10,000	221.76	201.94	423.70	9,576.30	96
612-3430 Repair & Maint Equip	10,000	10,000	208.47	0.00	208.47	9,791.53	98
612-3460 Plumbing	0	0	0.00	0.00	0.00	0.00	***
612-3480 Janitorial Supplies	300	300	48.00	0.00	48.00	252.00	84
612-4300 Electricity	1,000	1,000	81.73	0.00	81.73	918.27	92
612-4320 Butane	500	500	0.00	0.00	0.00	500.00	100
612-4330 Local Telephone Service	600	600	43.53	0.00	43.53	556.47	93
612-4335 Long Dist Telephone Serv	300	300	20.87	0.00	20.87	279.13	93
612-4470 Other Communications Maintenance	500	500	0.00	0.00	0.00	500.00	100
612-4480 Other Repairs & Maint	5,000	5,000	235.00	244.00	479.00	4,521.00	90
612-4495 Other Contracted Services	7,000	7,000	0.00	0.00	0.00	7,000.00	100
612-4700 Equipment Lease	10,000	10,000	0.00	0.00	0.00	10,000.00	100
612-5100 Facilities Improvement	0	0	0.00	0.00	0.00	0.00	***
612-5350 Other Communication Equipment	500	500	0.00	0.00	0.00	500.00	100
612-5400 Office machines & Equipment	100	100	0.00	0.00	0.00	100.00	100
612-5500 Vehicles	0	0	0.00	0.00	0.00	0.00	***
612-5600 Road Equipment	0	0	0.00	-265.00	-265.00	265.00	***
612-5675 Bridge Material	5,000	5,000	0.00	0.00	0.00	5,000.00	100
612-6000 Principal	0	0	0.00	0.00	0.00	0.00	***
612-6500 Interest	0	0	0.00	0.00	0.00	0.00	***
612-9000 CONTINGENCY	0	0	0.00	0.00	0.00	0.00	***
TOTAL PCT. #2	625,000	625,000	40,090.72	433.49	40,524.21	584,475.79	94
TOTAL ROAD & BRIDGE #2	625,000	625,000	40,090.72	433.49	40,524.21	584,475.79	94

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17 - ROAD & BRIDGE #3 - PCT. #3

Account	Orig Budget	Curr Budget	YTD Expenses	Encumbrances	YTD Exp + Enc	UnEnc Balance	%Rm
613-1000 Salary Elected Official	0	0	0.00	0.00	0.00	0.00	***
613-1200 Salary Regular Employee	152,988	152,988	9,302.00	0.00	9,302.00	143,686.00	94
613-1300 Salary Part-Time Employee	29,816	29,816	2,544.40	0.00	2,544.40	27,271.60	91
613-2150 Soc Sec Taxes	13,985	13,985	890.52	0.00	890.52	13,094.48	94
613-2300 Retirement Match	17,312	17,312	1,078.32	0.00	1,078.32	16,233.68	94
613-2450 Unemployment Comp	600	600	0.00	0.00	0.00	600.00	100
613-3010 General Office	1,000	1,000	0.00	0.00	0.00	1,000.00	100
613-3110 Uniforms & Accessories	3,000	3,000	581.43	0.00	581.43	2,418.57	81
613-3200 Gasoline	1,500	1,500	0.00	0.00	0.00	1,500.00	100
613-3210 Diesel	15,000	15,000	6,725.32	0.00	6,725.32	8,274.68	55
613-3220 Oil, Grease & Lubricants	3,500	3,500	240.00	0.00	240.00	3,260.00	93
613-3230 Batteries	1,000	1,000	80.95	0.00	80.95	919.05	92
613-3240 Tires & Tubes	10,000	10,000	0.73	178.00	178.73	9,821.27	98
613-3300 Culverts	15,000	15,000	6,377.00	0.00	6,377.00	8,623.00	57
613-3330 Sand & Gravel	15,000	15,000	650.19	0.00	650.19	14,349.81	96
613-3340 Road Oil	100,000	100,000	211.15	0.00	211.15	99,788.85	100
613-3380 Other Operating	10,000	10,000	1,627.64	-3.74	1,623.90	8,376.10	84
613-3390 Hand Tools, Equip., Etc. ($100)	2,500	2,500	535.55	130.82	666.37	1,833.63	73
613-3420 Repair & Maint Vehicles	10,000	10,000	350.54	80.00	430.54	9,569.46	96
613-3430 Repair & Maint Equip	20,000	20,000	3,833.07	-4.40	3,828.67	16,171.33	81
613-3480 Janitorial Papers	150	150	0.00	0.00	0.00	150.00	100
613-4300 Electricity	1,000	1,000	106.83	0.00	106.83	893.17	89
613-4320 Natural Gas	100	100	0.00	0.00	0.00	100.00	100
613-4330 Local Telephone Service	600	600	75.98	0.00	75.98	524.02	87
613-4335 Long Dist Telephone Serv	1,000	1,000	317.56	0.00	317.56	682.44	68
613-4480 Other Repairs & Maint	5,000	5,000	83.00	244.00	327.00	4,673.00	93
613-4495 Other Contracted Services	1,000	1,000	0.00	0.00	0.00	1,000.00	100
613-4700 Equipment Lease	5,000	5,000	433.53	0.00	433.53	4,566.47	91
613-5000 Land/Buildings	5,000	5,000	0.00	0.00	0.00	5,000.00	100
613-5100 Facilities Improvement	5,000	5,000	0.00	0.00	0.00	5,000.00	100
613-5350 Other Communication Equipment	1,000	1,000	0.00	0.00	0.00	1,000.00	100
613-5450 Furniture & Fixtures	0	0	0.00	0.00	0.00	0.00	***
613-5500 Vehicles	20,000	20,000	0.00	0.00	0.00	20,000.00	100
613-5600 Road Equipment	50,000	50,000	881.49	0.00	881.49	49,118.51	98
613-5675 Bridge Material	2,000	2,000	0.00	0.00	0.00	2,000.00	100
613-5750 Miscellaneous Equipment	100	100	0.00	0.00	0.00	100.00	100
613-6000 Principal	116,570	116,570	0.00	0.00	0.00	116,570.00	100
613-6500 Interest	2,741	2,741	0.00	0.00	0.00	2,741.00	100
613-9000 CONTINGENCY	0	0	0.00	0.00	0.00	0.00	***
TOTAL PCT. #3	638,462	638,462	36,927.20	624.68	37,551.88	600,910.12	94
TOTAL ROAD & BRIDGE #3	638,462	638,462	36,927.20	624.68	37,551.88	600,910.12	94

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18 - ROAD & BRIDGE #4 - PCT. #4

Account	Orig Budget	Curr Budget	YTD Expenses	Encumbrances	YTD Exp + Enc	UnEnc Balance	%Rm
614-1000 Salary Elected Official	0	0	0.00	0.00	0.00	0.00	***
614-1200 Salary Regular Employee	188,000	188,000	16,274.14	0.00	16,274.14	171,725.86	91
614-1300 Salary Part-Time Employee	25,000	25,000	6,012.70	0.00	6,012.70	18,987.30	76
614-2150 Soc Sec Taxes	14,382	14,382	1,671.36	0.00	1,671.36	12,710.64	88
614-2300 Retirement Match	17,804	17,804	1,671.48	0.00	1,671.48	16,132.52	91
614-2650 Unemployment Comp	700	700	0.00	0.00	0.00	700.00	100
614-3110 Uniforms & Asscessories	6,000	6,000	0.00	0.00	0.00	6,000.00	100
614-3200 Gasoline	10,000	10,000	770.13	0.00	770.13	9,229.87	92
614-3210 Diesel	18,000	18,000	1,636.96	0.00	1,636.96	16,363.04	91
614-3220 Oil, Grease & Lubricants	2,000	2,000	1,035.10	914.68	1,949.78	50.22	3
614-3230 Batteries	500	500	0.00	0.00	0.00	500.00	100
614-3240 Tires & Tubes	3,500	3,500	0.00	1,862.42	1,862.42	1,637.58	47
614-3300 Culverts	27,000	27,000	3,587.33	6,937.81	10,525.14	16,474.86	61
614-3330 Sand & Gravel	21,500	21,500	0.00	0.00	0.00	21,500.00	100
614-3340 Road Oil	150,000	150,000	56,055.48	0.00	56,055.48	93,944.52	63
614-3380 Other Operating	9,714	9,714	13.80	121.38	135.18	9,578.82	99
614-3390 Hand Tools, Equip, Etc. ($100 or Le	5,000	5,000	39.76	0.00	39.76	4,960.24	99
614-3420 Repair & Maint. Vehicles	8,000	8,000	221.21	303.07	524.28	7,475.72	93
614-3430 Repair & Maint Equip	25,000	25,000	2,587.43	259.55	2,846.98	22,153.02	89
614-3460 Plumbing	100	100	0.00	0.00	0.00	100.00	100
614-3460 Janitorial Supplies	100	100	15.00	0.00	15.00	85.00	85
614-4300 Electricity	1,500	1,500	126.09	0.00	126.09	1,373.91	92
614-4310 Water	250	250	26.05	0.00	26.05	223.95	90
614-4330 Local Telephone Service	500	500	41.57	0.00	41.57	458.43	92
614-4335 Long Dist Telephone Serv	250	250	74.77	0.00	74.77	175.23	70
614-4470 Other Communication Maint.	1,200	1,200	0.00	16.57	16.57	1,183.43	99
614-4480 Other Repairs & Maint	6,000	6,000	112.48	244.00	356.48	5,643.52	94
614-4495 Other Contracted Services	10,000	10,000	10,630.00	0.00	10,630.00	-630.00	-6
614-4700 Equipment Lease	9,500	9,500	5,001.00	0.00	5,001.00	4,499.00	47
614-5100 Facilities Improvement	2,500	2,500	0.00	0.00	0.00	2,500.00	100
614-5350 Other Communication Equipment	1,000	1,000	0.00	0.00	0.00	1,000.00	100
614-5500 Vehicles	10,000	10,000	0.00	1,625.00	1,625.00	8,375.00	84
614-5600 Road Equipment	20,000	20,000	282.75	0.00	282.75	19,717.25	99
614-5650 Other Road & Bridge Equipment	30,000	30,000	469.95	0.00	469.95	29,530.05	98
614-5675 Bridge Material	0	0	0.00	0.00	0.00	0.00	***
614-5700 Other Maintenance Equipment	0	0	0.00	0.00	0.00	0.00	***
614-6000 Principal	0	0	0.00	0.00	0.00	0.00	***
614-6500 Interest	0	0	0.00	0.00	0.00	0.00	***
614-9000 CONTINGENCY	0	0	0.00	0.00	0.00	0.00	***
TOTAL PCT. #4	625,000	625,000	108,356.54	12,284.48	120,641.02	504,358.98	81
TOTAL ROAD & BRIDGE #4	625,000	625,000	108,356.54	12,284.48	120,641.02	504,358.98	81
TOTAL FOR REPORTED FUNDS	2,592,108	2,592,108	266,137.80	18,681.86	284,819.66	2,307,288.34	89

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 15 Nov 2002

Approved Disbursements

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

THE SOFTWARE GROUP, INC — Disbursements Made from 10/31/02 thru 11/14/02 — PAGE 1

Check #...	HC Date.	Vendor. . . .	Check Amount	Invoice Amts	Invoice Descriptions . . . .
117954-APCA	10/31/02	UPSHUR COUNTY INSURANCE ACCO	$4,163 98	$4,163.98	CSCD-INS.CLAIMS, EMP.INS COSTS
117955-APCA	10/31/02	NATIONWIDE RETIREMENT	$321 76	$321 76	ENTITY#52039 PAYROLL DEDUCTIONS
117956-APCA	10/31/02	FIRST NATIONAL BANK GILMER	$32,851 04	$32,851 04	FICA;MEDICARE PAYROLL DEDUCTIONS
117957-APCA	10/31/02	FIRST NATIONAL BANK GILMER	$17,980 43	$17,980 43	WITHHOLDING PAYROLL DEDUCTIONS
117958-APCA	10/31/02	HEALTHFIRST TPA	$939 91	$939.91	125/HEALTHCARE REIMBURSEMENT
117959-APCA	10/31/02	UPSHUR COUNTY IRC/125	$296.87	$296 87	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
117960-APCA	10/31/02	UPSHUR COUNTY IRC/125	$135 95	$135 95	125/AFLAC PAYROLL DEDUCTION
117961-APCA	10/31/02	UPSHUR COUNTY IRC/125	$182 14	$182.14	125/AMERICAN HERITAGE PAYROLL DEDUCTION
117962-APCA	10/31/02	UPSHUR COUNTY IRC/125	$290 92	$290 92	125/TRANSPORT LIFE PAYROLL DEDUCTION
117963-APCA	10/31/02	UPSHUR COUNTY IRC/125	$316.58	$316 58	125/CENTRAL UNITED PAYROLL DEDUCTION
117964-APCA	10/31/02	UPSHUR COUNTY IRC/125	$4,859.62	$4,859 62	125 DEPENDENT INS PREMIUMS/PAYROLL
117965-APCA	10/31/02	ATTORNEY GENERAL OF TEXAS	$247 50	$247 50	MULTIPLE PAYORS
117966-APCA	10/31/02	EAST TEXAS PROFESSIONAL	$2,814 03	$2,814 03	ETPCU/PAYROLL SAVINGS PLAN
117967-APCA	10/31/02	FIRST NATIONAL BANK	$2,400 00	$2,400 00	FNB/PAYROLL SAVINGS PLAN
117968-APCA	10/31/02	GILMER NATIONAL BANK	$737 50	$737.50	GNB/PAYROLL SAVINGS PLAN
117969-APCA	10/31/02	GILMER SAVINGS BANK	$10 00	$10 00	GSB/PAYROLL SAVINGS PLAN
117970-APCA	10/31/02	POLICE AND FIREMEN'S INS ASS	$215.50	$215 50	#0004212440-2 UP CO SHERIFF DEPT
117971-APCA	10/31/02	UPSHUR COUNTY INSURANCE ACCO	$816.94	$816.94	DEPENDENT INS PREMIUMS/PAYROLL
117972-APCA	10/31/02	RHONDA REED #0009546732	$135 00	$135 00	JOEY YOUNG
117973-APCA	10/31/02	KARMEN STEELMAN	$330.13	$330 13	#718-99;454-33-4972
117974-APCA	10/31/02	CHERYL ALBRIGHT	$162 50	$162.50	#360-01;465-49-7087
117975-APCA	10/31/02	ENID DAUSTER	$309 94	$309 94	#184-01, 455-15-3575
117976-APCA	10/31/02	DONNA GOODE	$88.00	$88.00	CAUSE#639-95
117977-APCA	10/31/02	BECKY GARRETT	$97 50	$97.50	CAUSE#150-92
117978-APCA	10/31/02	SHARON KEMP #0539655371	$105 00	$105.00	EARL BECK
117979-APCA	10/31/02	TEXAS COUNTY & DISTRICT RETI	$71,878.25	$71,878.25	UNIT#329 MONTHLY REPORT

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UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 15 Nov 2002

Approved Disbursements

Checking Account(s) - APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC — Disbursements Made from 10/31/02 thru 11/14/02 — PAGE 2

Check #....	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions ..
117980-APCA	10/31/02	MICHAEL GROSS	$100 00	$100 00	CASE#01-62328 KAREN HUGHES
117981-APCA	10/31/02	VALIC	$257 50	$257 50	PAYROLL DEDUCTIONS
117982-APCA	10/31/02	FIRST NATIONAL BANK GILMER	$106 48	$106 48	FICA/MEDICARE PAYROLL DEDUCTIONS
117983-APCA	10/31/02	FIRST NATIONAL BANK GILMER	$15 85	$15 85	WITHHOLDING PAYROLL DEDUCTIONS
117984-APCA	10/31/02	ABC AUTO PARTS	$173 20	$173 20	CO S-CUST#9620/TIRES/LABOR
117985-APCA	10/31/02	ACCU CHEM LABORATORIES	$904 00	$904 00	CCP-#U985/INV#512082, 3, 4, 511679, 710, 876, 7, 8, 7 10, 911/MEDICAL
117986-APCA	10/31/02	ACTION SAFE & LOCK	$73 00	$73 00	J. CT-KEYS(32)/SERV CALL
117987-APCA	10/31/02	ADT SECURITY SERVICEES	$30 99	$30 99	JP#3-#010543S03848/SERV. -11/01-11/30/02
117988-APCA	10/31/02	ADVANCE PUBLISHING	$196 50	$196 50	CO S-S MOORE; A. TAYLOR; M MONTGOMERY/BUSINESS CARDS
117989-APCA	10/31/02	AFLAC	$298 30	$298 30	ACCT#S5217 OCT'02
117990-APCA	10/31/02	ALLTEL	$392 55	$19 82	CO S-#843-3204; #010130804 OCT 23'02
				$7 24	JP#3-#010445713123/OCT 23/02 BILLING
				$361 55	TELE COM-#010089280123/OCT. 23/02 BILLING
				$0 57	PCT#3-#101167344123/OCT 23/02 BILLING
				$1 63	JP#1-#010167346123/OCT 23/02 BILLING
				$1 09	JP#1-#010548693123/OCT 23/02 BILLING
				$0 65	CO TAX-#844-0658; #010472099 OCT 23'02
117991-APCA	10/31/02	ALLTEL	$242 38	$32 53	JUV PROB-790-7669/QM00620/OCT'02
				$199 90	SUP&CCP-927-4513/#GM27BJP QM00318/PAGER SERVICE
				$9. 95	JP#4-#GM2652L/OCT 09'02
117992-APCA	10/31/02	AMERICAN HERITAGE LIFE INSUR	$364 78	$364 78	CASE#47939 OCT'02 PAYROLL
117993-APCA	10/31/02	AMERICAN TIME & SIGNAL CO	$260 44	$260 44	CO BLDGS-SMOKE DET GUARD(4); GAURD-AUDIO VISUAL(2)
117994-APCA	10/31/02	ANDERSON ELECTRIC & RADIOSHA	$2 99	$2. 99	CO. MAINT-PK30 8" UV TIES
117995-APCA	10/31/02	ARCH WIRELESS	$122. 76	$122. 76	JP#2-#2414201-O/PAGER CONTRACT
117996-APCA	10/31/02	AT&T	$51 88	$17. 36	TELE COMM-#0552448297001/OCT 18'02
				$34 52	TELE COMM-#0573393724001/OCT. 19'02
117997-APCA	10/31/02	ATCO INTERNATIONAL	$178 00	$178 00	CO BLDGS-#039241/QUICKIES
117998-APCA	10/31/02	BARBARA J ROBERSON	$917 76	$688 32	D CT-COURT REPORTING/SEPT 30, OCT 1&2'02
				$229 44	D CT-COURT REPORTING/OCT 7'02

Check #.	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
117999-APCA	10/31/02	BARRY CLARK WALLACE P C	$1,525.00	$675 00	D CT-#479-99/I/I/O-C H C
				$350 00	D CT-#J-25-99/I/I/O-E P
				$250.00	CO CT-#27,594/ALEXIA A GILBERTO
				$250.00	CO CT-#26,812/JIMMY W RIGHTR, JR
118000-APCA	10/31/02	BRIAN DANIELS	$206.61	$206 61	JUV PROB-REIMBURSE/338mi@ 345ea; MEALS 10/25/02
118001-APCA	10/31/02	BRUCE ACKER	$606 59	$606 59	EXT-REIMBURSE OCT 2002 EXPENSES
118002-APCA	10/31/02	CENTERPOINT ENERGY	$100 87	$12 93	CO LIB-#21126364081/-9/17-10/16/02
				$12 93	CO. LIB-#21126365071/-9/17-10/16/02
				$52 82	BANK ANNEX-#21417012071/-9/17-10/21/02
				$22 19	PORTER BLDG-#21417018011/-9/17-10/21/02
118003-APCA	10/31/02	CENTRAL UNITED LIFE INSURANC	$748 92	$748 92	GROUP ID#4269 OCT'02 PAYROLL
118004-APCA	10/31/02	CHEROKEE COUNTY	$1,125.00	$375.00	CO CT-MI28,463/COMMITMENT
				$375 00	C CT-MI#28,477/JOHN DAVID CRANK/COMMITMENT
				$375 00	CO CT-#28,495/PHILIP GAGE(COMMIT TO RUSK)
118005-APCA	10/31/02	CHRISTINA W WALLACE CSP	$225 00	$225 00	D CT-COURT REPORTING/SEPT 25'02
118006-APCA	10/31/02	CINDY GRIMES	$40.00	$40 00	SUP-VICTIM IMPACT PANEL/OCT 21'02
118007-APCA	10/31/02	CITY OF GILMER	$2,531 61	$1,321 94	J CTR-#010067500/-9/04-10/04/02
				$19 00	J CTR-#120171000/-9/04-10/07/02
				$9 50	CO BLDGS-#120229000/-9/05-10/07/02
				$92 45	911-#010076050/-9/04-10/04/02
				$846.97	CO BLDGS-#130274000/-9/05-10/07
				$41.75	TAX-#120151000/-9/04-10/07/02
118008-APCA	10/31/02	CMRS-FP	$7,000 00	$7,000 00	NON DEPT-POSTAGE FOR METERS
118009-APCA	10/31/02	COMPUNET TECHNOLOGIES INC	$110 00	$110 00	COMPUTER-POWER SUPPLY; ON-SITE LABOR
118010-APCA	10/31/02	CONSECO HEALTH INSURANCE CO	$720 55	$720 55	GROUP#46512 OCT'02 PAYROLL
118011-APCA	10/31/02	CONSECO SENIOR HEALTH INSURA	$174 40	$174 40	GROUP#K44 OCT'02 PAYROLL
118012-APCA	10/31/02	CRC PRESS LLC	$89 95	$89 95	D A-#291695/BLOODSTAIN PATTERN ANALYSIS
118013-APCA	10/31/02	CROLEY FUNERAL HOME	$435 00	$435 00	NON DEPT-MAMIE METCALF/TRANSPORT TO & FROM DALLAS; POUCH
118014-APCA	10/31/02	CUSTOM PRODUCTS CORP	$892 65	$892.65	911-SIGNS, FREIGHT
118015-APCA	10/31/02	D & W PRINTING COMPANY	$507 55	$307 30	D CT-ENVELOPES(1500)
				$200 25	D CT-LETTERHEADS(1000)
118016-APCA	10/31/02	DALLAS COUNTY TREASURER	$1,150 00	$1,150 00	NON. DEPT-#1564/JACQULINE WADE/AUTOPSY

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UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 15 Nov 2002

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC — Disbursements Made from 10/31/02 thru 11/14/02 — PAGE 4

Check #	HC Date	Vendor..	Check Amount	Invoice Amts	Invoice Descriptions.
118017-APCA	10/31/02	DARLENE BARBER	$134 82	$134 82	CO JAIL-REIMBURSE MILEAGE/HUNTSVILLE
118018-APCA	10/31/02	DATAFLEX	$307 91	$307 91	TAX-MASTERS; COPIES; FREIGHT
118019-APCA	10/31/02	DAVID W BULLER M D	$1,000 00	$1,000 00	OCTOBER '02 CONTRACTED MEDICAL SERVICES
118020-APCA	10/31/02	DAVIS ELECTRIC COMPANY	$269 47	$269 47	J CT-HOOKED UP WASHER&DRYER
118021-APCA	10/31/02	DENTRUST DENTAL	$3,045 00	$1,310 00	CO JAIL-BILLINGS-8/01-8/31/02
				$1,735 00	CO. JAIL-BILLING-9/01-9/30/02
118022-APCA	10/31/02	DIAMOND D LUBE +	$53 00	$26 50	CO S-UNIT#216/OIL; FILTER; LABOR
				$26.50	CO S-OIL; FILTER; LABOR
118023-APCA	10/31/02	DIANA TIRE	$14 00	$6 00	PCT#1-FLAT REPAIR
				$8 00	PCT#1-FLAT REPAIR
118024-APCA	10/31/02	DIXIE PAPER COMPANY	$36 91	$36 91	CO JAIL-#585755/CLEANCARGO-5
118025-APCA	10/31/02	DWIGHT A BRANNON	$4,648 25	$250 00	C CT-#27,293/MELVIN D SLOANE, JR
				$250 00	C CT-#26,970/MELVIN D SLOANE, JR
				$250.00	C CT-#26,076/MELVIN D SLOANE, JR
				$250 00	C CT-#26,968/MELVIN D SLOANE, JR
				$350 00	D CT-#12,807/MICHAEL DEWAYNE DEAN
				$250 00	C CT-#27,434/WILLIAM HENRY BAZAR/SEPT 9&OCT 1'02
				$250 00	CO CT-#26,081/MELISSA HOLCOMB MORGAN
				$988 50	D CT-#13,031/ALVIN GRAHAM
				$1,275 00	D CT-#13,021/BENNY FLOYD ELLIOFF
				$534 75	D CT-RAMON GONZALES SORIA
118026-APCA	10/31/02	EAST TEXAS MEDICAL	$1,652 25	$452 18	CO JAIL-BRANDY WHITLOCK/MEDICAL
				$306 60	CO JAIL-DAMON JONES/MEDICAL
				$154.77	CO JAIL-DAMON JONES/MEDICAL
				$35 00	CO JAIL-CARL COVERDALE; RICHARD COPLAN/TESTS
				$606 42	CO JAIL-JASON V BOWMAN/MEDICAL
				$97 28	CO JAIL-JASON V BOWMAN/MEDICAL
118027-APCA	10/31/02	EAST TEXAS RADIOLOGY CONSULT	$282 00	$282 00	CO. JAIL-BRANDON L. SMITH/MEDICAL
118028-APCA	10/31/02	EDWARDS CONSTRUCTION CO	$1,050 00	$1,050 00	J CT-CLEANED GREASE TRAP
118029-APCA	10/31/02	ERVIN'S GARAGE	$707.75	$707.75	PCT#1-REPAIR VEHICLE#120
118030-APCA	10/31/02	EXPRESS LUBE DBA	$64 40	$34 45	CO S-OIL CHANGE; BREATHER
				$21 95	CO. S-OIL, FILTER; LABOR
				$8.00	CO S-WIPER BLADES
118031-APCA	10/31/02	EXXONMOBIL FLEET/GECC	$66 74	$66 74	CO S-#3699357285/OCT 15/02 BILLING
118032-APCA	10/31/02	FEDEX	$90 76	$69 55	CO S-#171613256/SHIPMENTS TO HUNTSVILLE

Check #.	HC	Date.	Vendor..	Check Amount	Invoice Amts	Invoice Descriptions
					$21.21	DA-#227516917/TRANS.COS OCT 7'02
118033-APCA		10/31/02	FOOT CLINIC/PAUL C JONES	$342 00	$42 00	INDIG-FRED MOORE/MEDICAL/OCT 4'02
					$300.00	IND-FRED MOORE/MEDICAL/OCT 11'02
118034-APCA		10/31/02	GALL'S INC	$381 95	$381.95	PCT#1-#0017459272/FLASHLIGHT; STREAMLIGHT
118035-APCA		10/31/02	GARY'S REPAIR SHOP	$51.05	$51 05	CCP-#036, 037, 038/AIR FILT; PLUGS; BLADE SHARPENED; OIL
118036-APCA		10/31/02	GATEWAY BUSINESS	$296 95	$296 95	CONST#2-#17675007/PORTABLE PRINTER
118037-APCA		10/31/02	GEORGE P BANE INC	$1,793.62	$348 72	PCT#3-#91937/BRACKET; FREIGHT IN
					$63 00	PCT#3-#91937/LABOR ON BOOM AX; ENV FEE
					$804.45	PCT#3-#91937/SPINDLE ASSY; SHEAVE(2), FREIGHT
					$577.45	PCT#3-#91937/BOOM DISC
118038-APCA		10/31/02	GIBBS GUN LEATHER	$158 00	$158 00	CO. S-BELT; HOL GLOCK31; ST KEEPERS(4); POUCH; BELT
118040-APCA		10/31/02	GILMER DISCOUNT TIRE	$224 00	$24 00	CO S-UNIT 12/MT&BALANCE(2); DISP FEE(2)
					$24 00	CO S-UNIT 15/MT&BALANCE(2); DISP FEE(2)
					$48 00	CO S-UNIT 8/MT&BALANCE(4), DISP FEES
					$104.00	CO S-TIRE
					$24 00	CO. S-MT &BALANCE 2 TIRES
118041-APCA		10/31/02	GILMER OFFICE CENTER	$2,519.30	$77 10	CO TREAS-PAYROLL CHANGE SHEETS
					$401 39	JP#3-FILE CABINET(2); PAPER(2); BINDER(2); TAPE(2); STAPLES ; LIG PAPER(2), FOLDERS
					$27 00	C CLK-PEN CORRECTION FLUID
					$1 00	CO S-PAPER CLIPS(10)
					$356 87	CO S-CERTIFICATES(1000); SHIPPING
					$17 95	CO S-FILE FOLDER FASTENER; VIEW CLIP
					$90 88	DA-RULED PADS(2), POSTIT(14); CLIP; ENVELOPES(2)
					$1,222.88	D JUDGE-OFFICE FURNITURE & SUPPLIES
					$5 99	EXT-PAPER
					$1 68	D.CT-STAPLES(2), PAPER CLIPS(2)
					$29 99	CO S-CARTRIDGE
					$65 97	SUP-#25295, 25275/2 CARTRIDGES
					$46 99	CO CLK-COPY PAPER
					$129 02	CO JAIL-SHARPIE(6), NOTES, TAPE(12); CARTRIDGE(3); PAPER; ENV, STAPLES(6)
					$36 61	CO. LIB-RIBBON; CORRECTION TAPE; POST-IT NOTES
					$31 99	AUD-BLACK CARTRIDGE
					$5 99	CO TREAS-(1)RM GREEN COPY PAPER
					$25.00cr	D JUDGE-REFUND ASSEMBLY FEE
118042-APCA		10/31/02	GLADE LAWN & GARDEN	$21 00	$21.00	PCT 3-SHARPEN 3 CHAINS
118043-APCA		10/31/02	GOOLSBEE TIRE SERVICE	$337 56	$185 32	CO 6-#2500/FIREHAWK PV41(4)

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Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
					$152 24	CO S-#2500/GOODYEAR GT II(4)
118044-APCA		10/31/02	GREATAMERICA LEASING CORP	$765 75	$765 75	NON DEPT-CONT #0134764-000/OCT 16/02 BILLING
118045-APCA		10/31/02	GREEN OIL CO INC.	$6,725 32	$6,725 32	PCT#3-DIESEL/6000 GALS
118046-APCA		10/31/02	GREGG CO JUVENILE PROBATION	$1,620 00	$1,620 00	JUV PROB-OCT'02 DETENTION
118047-APCA		10/31/02	GRIFFITH LAW FIRM, PC	$700 00	$350 00	D CT-#12,854/BRANDON A GILLIAM
					$350 00	D CT-#12,974/MICHAEL BLANKO
118048-APCA		10/31/02	H&D TIRE & AUTOMOTIVE	$617 76	$0 84	CO BLDGS-SCREWS(4)
					$2 40	CO BLDGS-MOUSE TRAP(2)
					$1 80	CO BLDGS-BRASS BOLT(2)
					$35 97	PCT#3-HOE, SHOVEL, RAKE
					$4 06	CO BLDGS-DRILL BITS(2)
					$1 52	CO BLDGS-CARPENDAR GLUE
					$14 00	CO BLDGS-SPARK PLUGS(8)
					$7 18	CO BLDGS-4"BRUSH(2)
					$16 76	CO BLDGS-WIRE BRUSH, SCRAPER(2), PAINTBRUSH(4)
					$17 67	PCT#1-60WA MED BASE(2), 16/350'SJT ORG T/L MET
					$25 90	CO BLDGS-LAMP BALLAST(2)
					$1 61	CO BLDGS-3/8X1/4 ADAPTER
					$7 82	J.CTR-COUPLING(6), CAP(4); HOT WAT R(20)
					$85 55	PCT#1-WIPER MOTER; SWITCH
					$15 92	PCT#3-WIRE SCREEN, FLAT
					$17 90	CO S-2 HAL H/L BEAM
					$4 13	CO BLDGS-HACK SAW
					$3 33	PCT#1-1/4 AIR HOSE, COMPRESSION UNION(2); INSERTS
					$20 95	PCT#1-TORQUE WRENCH
					$6 42	PCT#1-COMPRESSION UNION 1/4(6)
					$1 62	PCT#1-1/4" INSERTS(3)
					$195 44	PCT 3-U-JOINT, BLADES; ROPE CLIPS; FREIGHT; U-JOINT STRAP KIT; 5/8 DRILL BIT; HK&DYD TBKL, BOLTS; BOLTS, NUTS; 6 RND TO 4 FLAT
					$25 50	PCT#3-TIGER NUT(2); SIDEWINDER BOLT(2)
					$5 66	PCT#3-WIPER REFILL(2)
					$2 45	CO BLDGS-FML DISC(2); SPD TERM
					$2 86	CO BLDGS-SUREKLEAN BLEACH(2)
					$93 46	PCT#3-SUP BEARING; POST HOLE DGR; GLV. CABLE(16)
					$22 49	PCT#3-AIR HAMMER CHISEL
					$12 38cr	RETURNED TROWEL, TILE GROUT, BRICK JOINER
					$11 07cr	RETURNED 4 RND TO 4 FLT
118049-APCA		10/31/02	HANDY MART DIANA	$23 45	$23 45	D.A-ERIX COOPER/HOT CK, RESTITUTION
118050-APCA		10/31/02	HART INTERCIVIC	$6,400 76	$1,501 99	ELECTIONS-#14769/ELECTION SUPPLIES; SHIPPING
					$127 67	CO CLK-#14769/ADMIN LETTERS(100); NAME CERT (100), CITAT(100)
					$4,705 84	ELECTIONS-#14769/BALLOTS

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$18.51	ELECTIONS-#14769/EARLY VOTING; SHIPPING
				$46.75	ELECTIONS-#14769/COMBINATION FORM, SHIPPING
118051-APCA	10/31/02	HERBERT L YOUNG	$174.34	$12.41	CONST#3-GASOLINE
				$161.93	CO BLDGS-137 GALS GAS
118052-APCA	10/31/02	HEWITTS	$31.00	$31.00	PCT#1-RATCHET TIE DOWN(2)
118053-APCA	10/31/02	HILTON AUSTIN NORTH TOWERS	$1,069.29	$1,069.29	D A-CONFIRMATION#3142371716/3rooms, 3nights
118054-APCA	10/31/02	INGRAM LIBRARY SERVICES	$399.89	$306.35	CO LIB-#2083975/BOOKS
				$93.54	CO. LIB-#2083975/BOOKS
118055-APCA	10/31/02	J & J CLEANING SERVICE	$3,750.00	$3,750.00	OCTOBER '02 JANITORIAL SERVICES
118056-APCA	10/31/02	JANICE GASTON	$76.50	$76.50	CO S-8 5hrs@$9.00ea
118057-APCA	10/31/02	JIMMY WEEDEN	$20.00	$20.00	PCT#1-TIRE
118058-APCA	10/31/02	JOHN L HALL M D	$185.00	$185.00	D CT-CAUSE#12,927 CEDRIC LONEL BLACK/PSYC EVAL
118059-APCA	10/31/02	JOHN MOORE	$850.00	$350.00	D CT-#12,831/BOBBIE JARE GIST
				$250.00	D CT-#27,563/JEFFERY CLIFTON
				$250.00	D CT-#27,570/LAREK TAVE
118060-APCA	10/31/02	JUNE J BARNETT	$200.00	$200.00	CO CT-COURT REPORTING/OCT 8'02
118061-APCA	10/31/02	KAY TAYLOR	$40.00	$40.00	SUP-VICTIM IMPACT/OCT 21'02
118062-APCA	10/31/02	KENDALL & SON LTD	$612.44	$612.44	CO JAIL-BODY FLUID KIT(4), FREIGHT
118063-APCA	10/31/02	KILGORE COLLEGE	$135.00	$40.00	CO S-GABRIEL DOWNS; TIMOTHY STANLEY/TUITION
				$20.00	CO S-SCOTT DAVIS, TIMOTHY STANLEY/TUITION
				$75.00	CO S-PHILLIP DUSTER; SCOTT DAVIS; TIMOTHY STANLEY/TUITION
118064-APCA	10/31/02	KINKO'S	$443.80	$403.75	DA-#000028164300002/OVERSZ(75); DOC CREATION(90), SUPPLIES(5)
				$40.05	NON DEPT-BIND COIL
118065-APCA	10/31/02	KIRBY RESTAURANT SUPPLY	$411.38	$411.38	CO JAIL-#7009/JANITORIAL SUPPLIES
118066-APCA	10/31/02	LAURA A HUGHES, KAUFMAN CO C	$783.00	$588.00	C CT-#02-325/ERIC PHILLIPS
				$195.00	C CT-#02-157/ERIC PHILLIPS
118067-APCA	10/31/02	LAUREN PARISH	$400.00	$400.00	OCTOBER '02 JUVENILE PROBATION BOARD
118068-APCA	10/31/02	LAVADA DAVIS	$216.00	$216.00	AUD-24 HRS @ $9.00/OCT 22-24/02
118069-APCA	10/31/02	LEXISNEXIS MATTHEWBENDER	$165.23	$64.65	LAW LIB-#1894311001/US SUP CT RPT LED2D

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					V148; SHIPPING
				$113 65	LAW LIB-#1894311001/SERV -10-02 9-03
				$13 07cr	LAW LIB-ACCT#1894311001/OVER PAYMENT
118070-APCA	10/31/02	LINEBARGER HEARD GOGGAN BLAI	$13,220 93	$4,614 69	CO TAX-APRIL '02 DELINQUENT TAX ATTY FEES
				$8,606 24	CO TAX-MAY '02 DELINQUENT TAX ATTY FEES
118071-APCA	10/31/02	LISA R MONEY	$60 00	$60 00	OCTOBER '02 JP#1 BLDG CLEANED
118072-APCA	10/31/02	LYNN PEAVEY COMPANY	$37 75	$37.75	CO S-#756010/GLOVES; FREIGHT
118073-APCA	10/31/02	MAGNETO SERVICE & SUPPLY	$138 68	$138.68	PCT 3-STARTER & ALT REBUILD
118074-APCA	10/31/02	MARY CAMPBELL	$15 00	$15 00	EXT-REIMBURSE REGISTRATION
118075-APCA	10/31/02	MATTHEW BENDER & CO. INC.	$395 07	$64 65	LAW LIB-#1894311001/US SUP CT RPT LED2D V147
				$330 42	LAW LIB/#1100082063/#'S13127987; 75259/49, 01368189 ; 49343149
118076-APCA	10/31/02	MCKENIZIE CLINIC	$93 00	$93 00	D A-OZELLA GORDON/HOT CK RESTITUTION
118077-APCA	10/31/02	MICHAEL MARTIN ATTY	$1,050 00	$350 00	D CT-#12,812/JUSTIN DANIELS
				$350 00	D CT-#12,055/SHAUN HEATH CANNCO
				$350 00	D. CT-#12,906/LOUIS RODRIGUEZ
118078-APCA	10/31/02	NADRA MURPHY	$12 02	$12 02	CO S-REIMBURSE MEAL/PARIS
118079-APCA	10/31/02	NATIONAL FAMILY CARE	$593 70	$593.70	ID#3152 OCT '02 PAYROLL
118080-APCA	10/31/02	NELL MATTHEWS	$78 00	$78 00	CO S-REIMBURSE/3days MEALS@BEAUMONT PROPERTY SCHOOL
118081-APCA	10/31/02	O.W. LOYD, II	$600 00	$250 00	C, CT-#27,498/GARY LEO COOPER, SR
				$350 00	D CT-#12,899/TRAY RANDALL OWEN
118082-APCA	10/31/02	OFFICE DEPOT CREDIT PLAN	$2,300 02	$40 18	SUP-#601156461011097 4/ADAPTERS; BINDERS, DISPEN SER; PAPER
				$2,259 84	JP#1-#601156561006610 8/OFFICE FURNITURE
118083-APCA	10/31/02	OLMSTEED-KIRK PAPER CO	$608.75	$608 75	CO BLDGS-#32479/TISSUE; TOWELS; TRASH CAN LINERS
118084-APCA	10/31/02	OSWIN CHRISMAN	$1,692 57	$1,692 57	D CT-ASSIGNED JUDGE/SEPT 3-6, 9-13, 16-20, 23-27 '02
118085-APCA	10/31/02	PAMELA LONG	$92 72	$92 72	CO AUD-REIMBURSE ALLTEL CHARGES
118086-APCA	10/31/02	PATHOLOGY ASSOC.	$27 03	$27 03	INDIG-ALTON L GRANVILLE/MEDICAL
118087-APCA	10/31/02	PATRICIA HARRISON	$1,400 00	$200 00	D CT-COURT REPORTING/SEPT 8 '02

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$200.00	C CT-COURT REPORTING/OCT 1'02
				$200 00	C CT-COURT REPORTING/OCT 7'02
				$200.00	C CT-COURT REPORTING/OCT 9'02
				$200.00	C CT-COURT REPORTING/OCT 10'02
				$200 00	C CT-COURT REPORTING/OCT 11'02
				$200.00	CO CT-COURT REPORTING 10/28/02
118088-APCA	10/31/02	PAULA GENTRY	$50 00	$50 00	OCTOBER'02 JP#3 BLDG CLEANED
118089-APCA	10/31/02	PAULA GENTRY	$67 10	$67 10	CO TAX-REIMBURSE/213mi@ 315ea
118090-APCA	10/31/02	PEGGY GILES	$25 72	$25 72	CO LIB-REIMBURSE MILEAGE; MEALS/NETL(LONGVIEW)
118091-APCA	10/31/02	PHILCO PLASTICS	$200.00	$100 00	PCT#1-BUSINESS CARDS
				$100 00	PCT#3-BUSINESS CARDS
118092-APCA	10/31/02	PHILLIPS PETROLEUM COMPANY	$14 72	$14 72	CO S-#6992684750/OCT 07/02 BILLING
118093-APCA	10/31/02	POSTMASTER	$68 00	$68 00	D CT-#1052 ANNUAL BOX RENT 2002
118094-APCA	10/31/02	PROFESSIONAL FOOD SYSTEMS	$988 29	$653 75	CO JAIL-#17130 1/GROCERY
				$334 54	CO JAIL-#17130 1/GROC
118095-APCA	10/31/02	PROFESSIONAL TECHNICAL ASSIS	$1,600 00	$1,600 00	CO SHERIFF-MOBILE RADIOS
118096-APCA	10/31/02	QADIR CORP	$20 00	$20.00	D A-U'MEKA EDMOND/HOT CK RESTITUTION
118097-APCA	10/31/02	REGINA GRANT, CSR, RPR	$185 00	$185 00	D CT-COURT REPORTING/OCT 3'02
118098-APCA	10/31/02	RELIANT ENERGY ARKLA	$753 22	$712 51	J CT-#20812336091/SEPT 12-OCT 0'02 SERVICE
				$40 71	CO BLDGS-#21019295091/SEPT 16-OCT 15'02 SERVICE
118099-APCA	10/31/02	RICK'S TIRE SERVICE	$115 00	$40 00	PCT#1-SERV CALL/FLAT REPAIR
				$30 00	PCT#1-SERV CALL; FLATREPAIR
				$45 00	PCT#1-SERV CALL, FLAT REPAIR
118100-APCA	10/31/02	ROBERT BENNETT & ASSOC	$850 00	$250 00	CO CT-#25,417/STEWART CASEY/OCT 9'02
				$250 00	CO CT-#24,563/OCTAVID N HOLLIS/OCT 9'02
				$350 00	D CT-#12,955/JEFFERY TAYLOR
118101-APCA	10/31/02	ROBIN RODENBERG	$25 83	$25 83	CO CLK-REIMBURSE MILEAGE /CLERKS AREA MEETING
118102-APCA	10/31/02	RONNIE MITCHELL	$400 00	$400 00	PCT#3-SEPT 2002 EQUIPMENT RENTAL
118103-APCA	10/31/02	RUSSELL TACKETT	$340 00	$165 00	PCT#1-PARTS; LABOR ON BOOM AX
				$175 00	PCT#1-WINDSHIELD; MOTER, DIMMER; HAZ LIGHTS/LABOR ON FORD PATCHING TRUCK
118104-APCA	10/31/02	SABINE VALLEY REGIONAL MHMR	$2,850 00	$2,850.00	SABINE VALLEY-1sT QTR BUDGET ALLOCATION 2002-'03

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UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 15 Nov 2002

Approved Disbursements

Checking Account(s) APCA FNB INS FNB-125

THE SOFTWARE GROUP, INC — Disbursements Made from 10/31/02 thru 11/14/02 — PAGE 10

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
118105-APCA	10/31/02	SAM HOUSTON STATE UNIVERSITY	$135 00	$135 00	SUP-PROF FEES/CHIEF'S CONFERENCE
118106-APCA	10/31/02	SAM'S CLUB 6422	$425 65	$425 65	CO TAX-#4909097174296/OCT 8'02
118107-APCA	10/31/02	SANDY LIVENGOOD	$250 00	$250 00	D CT-#661-02/I/I/D -A G.
118108-APCA	10/31/02	SE-ME PROFESSIONAL	$127.80	$127 80	CO S-FILM
118109-APCA	10/31/02	SMITH & WELCH MEDICAL	$85 00	$85 00	JUV PROB-#COUUP000/MJ/MEDICAL
118110-APCA	10/31/02	SMITH OIL COMPANY	$240 00	$240 00	PCT#3-OIL
118111-APCA	10/31/02	SOUTHWESTERN ELECTRIC POWER	$6,898 28	$93 91	JP#3-#190916015/SEPT 11-OCT 10'02 SERVICE
				$67 12	CO BLDGS-#133876995/SEPT 6-OCT 3'02/RECORD STOR BLD
				$5,672 43	J CT-#716860/SEPT 6-OCT 3'02
				$127 45	J CT-#556852/SEPT 6-OCT 3'02 SERV/STORAGE PORT BLDG
				$935 37	TAX-254106958/SERV-9-06-10/03/02
118112-APCA	10/31/02	STATE COMPTROLLER	$56,525 06	$56,525 06	REPORT FOR QTR ENDING 9/30/02
118113-APCA	10/31/02	STEPHEN "CHIP" CHILTON, LMFT	$750 00	$750.00	JUV PROB-SEPT'02 COUNSELING
118114-APCA	10/31/02	SW MENTAL HEALTH TESTING	$75 00	$75 00	CO JAIL-ALBERT CABBERA/EXAMINATION
118115-APCA	10/31/02	SYSCO FOOD SYSTEMS INC	$3,470 06	$2,142 75	CO JAIL-#288639/GROCERY
				$1,327.31	CO JAIL-#288639/GROC
118116-APCA	10/31/02	TAC PROPERTY&CASUALTY	$106 00	$106 00	NON DEPT-2002 BROCE BROOM STREET SWEEPER S#402026
118117-APCA	10/31/02	TDCAA NOW TRUST FUND/T98	$102 00	$102 00	D A-TRIAL MANUAL; QUESTIONS MAN.; SHIPPING
118118-APCA	10/31/02	TEFTELLER & PELAIA	$4,662 50	$690 00	D CT-#10,726/JAMES A MORAN III
				$350 00	D CT-#12,976/RUSSELL CRAIG TURNER
				$350 00	D CT-#12,979/CARL NORMAN COVERDALE
				$2,055 00	D CT-#12,959/JEFFERY DON WALDIE
				$717 50	D CT-#12,994&12,995/CHRISTOPHER BUNN
				$250 00	CO CT-#27,487/TOMMY DUFFEY
				$250 00	CO CT-#27,541/TERRY NICHOLS, JR.
118119-APCA	10/31/02	TERESITA COTTON	$675 00	$150.00	D CT-INTERPRETATION/10/07/02
				$525 00	D CT-JURY SELECTION/OCT 14/02
118120-APCA	10/31/02	TERRI ROSS	$252.00	$252 00	D JUDGE-REIMBURSE MILEAGE/SAN ANTONIO
118121-APCA	10/31/02	TEXACO REFINING &	$85 40	$85 40	CO S-#6103028459/OCT 06/02 BILLING
118122-APCA	10/31/02	TEXAS ASSOCIATION OF ASSESSI	$145 00	$60 00	CO TAX-BARBARA A HILL/DUES 10/1/02-9/30/03
				$85 00	CO TAX-MICHEAL L SMITH/DUES 10/1/02-9/30/03

Check #.	HC	Date..	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
118123-APCA		10/31/02	TEXAS AWNING & CANVAS INC	$265.70	$27.50	CO. BLDGS-FLAG REPAIR
					$238.20	JP#3-POLES; STANDS; FLAGS
118124-APCA		10/31/02	TEXAS COMMISSION ON ALCOHOL	$185.89	$185.89	CCP-ORDER#20012609/LITERATURE&SHIPPING
118125-APCA		10/31/02	TEXAS CORRECTIONS ASSOC	$36.00	$36.00	SUP-#1178/'03 MEMBERSHIP DUES
118126-APCA		10/31/02	TEXAS DIST &CO ATTY ASSOC	$100.00	$50.00	DA-#2460/MARY BRUNSON/NOV'02-03 MEMBERSHIP FEES
					$50.00	DA-#2461/EVELYN D. JONES/NOV'02-03 MEMBERSHIP FEES
118127-APCA		10/31/02	THE CIMA COMPANIES INC	$203.54	$203.54	NON DEPT-#TXQILM6/JP#4 JUVENILE CONTRACT
118128-APCA		10/31/02	THE EARTHGRAINS COMPANY	$517.50	$82.50	CO JAIL-#09008071/BREAD
					$90.00	CO JAIL-#09008071/BREAD
					$67.50	CO JAIL-#09008071/BREAD
					$90.00	CO JAIL-#09008071/BREAD
					$75.00	CO JAIL-#09008071/BREAD
					$37.50	CO JAIL-#09008071/BREAD
					$75.00	CO JAIL-#09008071/BREAD
118129-APCA		10/31/02	THE H W WILSON COMPANY	$304.00	$304.00	CO LIB-ABRIDGED READERS GUIDE; CURRENT BIO YRBK SUB
118130-APCA		10/31/02	THE LIBRARY STOREINC	$417.05	$417.05	CO LIB-BOOK JACKET COVERS; BOOK LABELS; LABEL PROTECTORS; BOOK JACKET COVERS; MAGAZINE BINDERS
118131-APCA		10/31/02	THE LOGO	$107.40	$107.40	CO S-SHIRTS; EMBLEMS, NAMES
118132-APCA		10/31/02	THE MCKENZIE CLINIC, P A	$135.00	$135.00	SUP-#UPS000000/J SARGENT SEPT 11'02, A ROBINSON OCT 9'02
118133-APCA		10/31/02	THE PENWORTHY CO	$650.51	$650.51	CO LIB-BOOKS (44)
118134-APCA		10/31/02	THIS WAY SIGN	$940.00	$425.00	PCT#3-HIGH WATER SIGNS(10)
					$260.00	PCT#3-OVERPASS OVERHEAD SIGNS(4)
					$255.00	PCT#3-MOWERS AHEAD SIGNS(6)
118135-APCA		10/31/02	U S. FOOD SERVICE	$1,878.38	$758.48	CO JAIL-#93586865/GROCERY
					$1,119.90	CO JAIL-#93586865/GROCERY
118136-APCA		10/31/02	UNCLE VINNIE'S PIZZERIA	$37.98	$37.98	D CT-JURY MEAL/10/15/02
118137-APCA		10/31/02	UNIFRIST CORP	$321.58	$147.70	PCT#3-174823/UNIFORM SERVICE
					$57.96	PCT#3-#174823/UNIFORM SERVICE
					$56.86	PCT#3-#174823/UNIFORM SERVICE
					$59.06	PCT#3-#174823/UNIFORM SERVICE
118138-APCA		10/31/02	UNITED POSTAL SOLUTIONS	$62.22	$62.22	CO TREAS-CASSETTES FOR MAIL MACHINE, SHIPPING

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Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
118139-APCA	10/31/02	UPSHUR COUNTY	$45,653 69	$8,774 31	AUGUST&SEPT'02 COUNTY PORTION OF FEES COLLECTED
				$26,095 53	FUND 71 BALANCE ON ACCT 9/30/02 MOVED TO FUND 10
				$10,783 85	FUND 76 BALANCE ON ACCT. 9/30/02 MOVED TO FUND 10
118140-APCA	10/31/02	UPSHUR COUNTY ADULT PROBATIO	$11 00	$11 00	JP#4-ACCU CHEM LAB RESULTS/H A K. 6/18/02
118141-APCA	10/31/02	UPSHUR COUNTY AMBULANCE SERV	$1,000 00	$500 00	CO JAIL-TRANSPORT JASON BOWMAN TO ETMC
				$500 00	CO JAIL-DAMON JONES/TRANSPORT TO ETMC
118142-APCA	10/31/02	UPSHUR COUNTY DISTRICT ATTOR	$866 36	$520 00	D A-4days MEALS FOR 5 PERSONS
				$346 36	D A-RENT CAR FOR 4 DAYS
118143-APCA	10/31/02	UPSHUR COUNTY DISTRICT CLERK	$8 79	$8 79	D CLERK-REFUND OF OVERPAID ESCHEATED FUNDS 9/02
118144-APCA	10/31/02	UPSHUR COUNTY JUVENILE PROBA	$377 68	$243.26	JUV PROB-10'02/REIMB/TRAVEL
				$134 42	JUV PROB-REIMB/US BANK/OPERATING
118145-APCA	10/31/02	UPSHUR COUNTY LITERACY PROGR	$1,875 00	$1,875 00	LITERACY-1st QTR BUDGET ALLOCATION
118146-APCA	10/31/02	UPSHUR-RURAL ELECTRIC COOP	$314 65	$126 09	PCT#4-#120298591/OCT 15'02 BILLING/CO BARN
				$81 73	PCT#2-#4186523&91396012/OCT. 25'02
				$106 83	PCT#3-#902475306/OCT 25'02
118147-APCA	10/31/02	UT HEALTH CENTER AT TYLER	$5 00	$5 00	INDIG-FRED D MOORE/MEDICAL
118148-APCA	10/31/02	UTHC TYLER PHY	$27 28	$27 28	CO IND-#797853/FRED D MOORE/OCT 17'02 MEDICAL
118149-APCA	10/31/02	VERIZON SOUTHWEST	$6,165 75	$130 89	JP#3-903FD0-0122/#105229289953486606/SEPT 19-OCT 19'02
				$227 74	JP#3-#844-8254, #105230288252275408/SEPT. 10-OCT 10'02
				$47 65	TELE COMM-843-7069/#105229284638171202/OCT 7-NOV 7'02 SERV
				$237 87	JP#3-#844-8254; #105230288252275408/OCT. 10'02
				$107 07	JP#1-#903FD00096/OCT 16/02 BILLING
				$62.16	COMPUTER-#843-6500; #105229281953776601/10/19/02 ISDN
				$5,205 51	TELE. COMM-#843-4000; #105229283217404708; 10/19/02
				$9 43	CO S-#903IBA2703/OCT 19/02 BILLING
				$137 43	JP#3-#FD0-0122/OCT 19'02
118150-APCA	10/31/02	VERTEX	$1,063 04	$1,063 04	2002 SCAAP PROGRAM CLAIM AMOUNT
118151-APCA	10/31/02	W. W. GRAINGER INC.	$63.90	$63.90	J. CTR-#436827099177/LAMPS
118152-APCA	10/31/02	WAL-MART #146	$130 14	$130 14	D A-YVINNE RHIDDLEHOEVERS/HOT CK RESTITUTION

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
118153-APCA	10/31/02	WALMART COMMUNITY BRC	$0.52	$0.52	JP#1-#6032202000945502/OCT. 16'02
118154-APCA	10/31/02	WALMART COMMUNITY BRC	$73 29	$73 29	CO S-#6032202010092659/OCT 22'02
118155-APCA	10/31/02	WANDA HUTCHINS	$433 49	$12 60	AUD-REIMBURSE MILEAGE
				$420 89	AUD-REIMBURSEMILEAGE; MEALS/CONFERENCE(CORPUS)
118156-APCA	10/31/02	WASHCO INC.	$6,524 30	$5,945 00	CO JAIL-WASHER/DRYER; BASE
				$80 00	CO JAIL-LABOR
				$499.30	CO. JAIL-PARTS; LABOR
118157-APCA	10/31/02	WAYNE ALLEN	$293 25	$293 25	JUV PROB-REIMB/850mi@ 345/mi
118158-APCA	10/31/02	WELLS FARGO FINANCIAL LEASIN	$298 85	$298 85	D A-#0019001910001/LEASE-10/26-11/24/02
118159-APCA	10/31/02	WEST GROUP PAYMENT CENTER	$509 10	$140 00	LAW LIB-#1000809966/-AUG 31-SEPT 30/02
				$56 00	D JUDGE-#1000109099/BILLING-8/31-9/30/02
				$7 10	D A-#1000646660/BILLIMNG-AUG 31-SEPT 30/02
				$56.00	D A-#1000261365/BILLING-AUG 31-SEPT 30/02
				$394.00	D A-ACCT#1000646660/BOOKS
				$144 00cr	D A-ACCT#1000646660/CRDIT BALANCE ON ACCT
118160-APCA	10/31/02	WHOLESALE SUPPLYINC	$677.79	$677 79	CO TREAS-SHREDDER; SHREDDER; SHREDDER; SHREDDER; SHREDDER; SHREDDER; FREIGHT
118161-APCA	10/31/02	WILLIAM PATE	$250 00	$250 00	D CT-#661-02/I/I/O-A 0
118162-APCA	10/31/02	YOUNG'S HEATING & AIR	$157 00	$157 00	CO. BLDGS-REPLACE CONTACTOR#1/J CTR#19
118163-APCA	10/31/02	ALLTEL	$1.79	$1 79	PCT#2-#762-6266; #010161252/OCT 23'02
118164-APCA	10/31/02	ALLTEL	$19 08	$19 08	PCT#2-#GM2692N/OCT 9'02
118165-APCA	10/31/02	ARNOLD GRIMES	$820 00	$410 00	OCTOBER'02 JP#1 BLDG LEASE
				$410 00	NOVEMBER'02 JP#1 BLDG LEASE
118166-APCA	10/31/02	ENVIROSPECIALISTS SALES GROU	$19,700 40	$6,414 00	PCT#1-5,345 SLURRY SEAL
				$6,208 80	PCT#2-5,174 SLURRY SEAL
				$7,077.60	PCT#2-5,898 SLURRY SEAL
118167-APCA	10/31/02	H&D TIRE & AUTOMOTIVE	$218 98	$156.51	PCT 2-TIGER BLADES; TIGER NUTS; TIGER BOLTS; FREIGHT; TIGER BLADES
				$22.00	PCT32-TUBE 1AE65
				$6 99	PCT#2-TIRE CEMENT
				$33.52	PCT#2-REAR AXLE SOCKT; CHISEL
118168-APCA	10/31/02	HOLMES CONCRETE PIPE	$4,812.00	$4,466 40	PCT 4-96"IDX40'POLIMER COATED STEEL PIPE
				$345.60	PCT#4-60ft 15"x20' DOUBLE WALL PLASTIC CULVERT
118169-APCA	10/31/02	LONGVIEW ASPHALT INC	$1,407 91	$718 51	PCT#2-OIL DIRT(23 95 TON)

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Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$689 40	PCT#2-OIL DIRT(22 98 TON)
118170-APCA	10/31/02	MARTIN MARIETTA MATERIALS	$3,720 96	$2,501 53	PCT#2-194 51 TONS MATERIAL; HAULING
				$1,219 43	PCT#2-75 32 TONS MATERIAL; HAULING
118171-APCA	10/31/02	RICK'S TIRE SERVICE	$75 00	$30 00	PCT#2-SERVICE CALL; FLAT
				$45 00	PCT#4-REPAIR FLAT
118172-APCA	10/31/02	SMITH OIL COMPANY	$731 44	$143 44	PCT#2-BRAKE CLEANER, WD-40; HAND CLEANER
				$588 00	PCT#2-15-40 MOTOR OIL, ANTI FREEZE; DEXRON
118173-APCA	10/31/02	TWIN STATE TRUCKS INC	$106 63	$153 71	PCT#2-HOUSING/CORE
				$20 00	PCT#2-LABOR/REPAIR STARTER
				$24 18cr	PCT#2-CORE RETURN
				$42.90cr	PCT#2-RETURN CORE
118174-APCA	10/31/02	WERTS DIESEL SERVICE	$406 76	$406 76	PCT#2-PARTS & LABOR/TRUCK S#310864
118175-APCA	10/31/02	WEST SIDE FURNITURE	$51 96	$51 96	PCT-2-SAW REPAIR
118176-APCA	10/31/02	FIRST NATIONAL BANK GILMER	$875,000 00	$500,000 00	CD#35215 PURCHASED@4 25%(180days)TO MATURE 04/29/03
				$375,000 00	CD#35216 PURCHASED@4 15%(91days)TO MATURE 01/30/03
118177-APCA	11/05/02	GILMER CABLE TV CO INC	$432 80	$11 80	COMPUTER-#19305/OCT 24/02 BILLING
				$421 00	NON DEPT-#15446/OCT 24/02 BILLING
118178-APCA	11/05/02	GILMER CABLE TV CO INC	$1,950 00	$1,950 00	COMPUTER-OPEN FIBER LINES TO J CTR&REPAIR FIBER
118191-APCA	11/07/02	ALLTEL	$1 00	$1 00	PCT#1-734-3609/#010160817-123/OCT'02 BILLING
118192-APCA	11/07/02	ALLTEL	$516 05	$194 59	PCT#1-790-0420/#GM05937/OCT 10-NOV 9'02 SERV
				$321 46	PCT#3-#GM269D0/OCT 29'02
118193-APCA	11/07/02	AT&T	$102.39	$102.39	DPS-#229-46235685/OCT. 10'02
118194-APCA	11/07/02	CITY OF GLADEWATER	$30 43	$30.43	CO BLDGS-#110115000/SEPT 18-OCT 16'02 SERV/2498 W UPSHUR
118195-APCA	11/07/02	MUSIC MOUNTAIN WATER CO	$28 50	$28 50	CO BLDGS-#18700100/10-31-02 BILLING/215 N TITUS
118196-APCA	11/07/02	PAMELA LONG	$70 88	$70 88	CO AUD-REIMBURSE/225mi@ 315ea(JACKSONVILLE&TYLER)GRANT RESEACH
118197-APCA	11/07/02	PRITCHETT WATER SUPPLY CORP	$26 50	$26 50	PCT#1-#1406/OCT'02
118198-APCA	11/07/02	SHARON WATER SUPPLY CORP	$26 05	$26 05	PCT#4-#101133/OCT 15'02

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
118199-APCA	11/07/02	SOUTHWESTERN ELECTRIC POWER	$1,799 95	$107 61	CO. BLDGS-#16733/SEPT 27-OCT 28'02
				$1,687 55	CO BLDGS-#56747/SEPT 27-OCT 29'02 SERV
				$4 79	JP#3-#190916015/LATE FEE
118200-APCA	11/07/02	UPSHUR COUNTY IRC/125	$1,679 84	$1,679 84	GROUP#00UPS01/125 FUNDING
118201-APCA	11/07/02	WALMART COMMUNITY	$579 79	$579 79	D. A-#6032202000964677/OCT. 14'02
118202-APCA	11/07/02	WALMART COMMUNITY BRC	$72 76	$72 76	PCT#1-#6032202010092592/OCT 22'02
118203-APCA	11/12/02	TRACI McCRAVEN	$1,000 00	$1,000 00	D. A-RE CONSULATION FEE
118204-APCA	11/12/02	ALLTEL	$0 17	$0 17	PCT#4-8903-762-6731/OCT 23'02
118205-APCA	11/12/02	ALLTEL	$74 60	$74 60	PCT#4-90M263HT/OCT 9'02
118206-APCA	11/12/02	ALWIN ALBRIGHT LOGGING	$3,950 00	$2,000 00	PCT#4-40hrs @$50 00, OCT 7-11'02
				$1,700 00	PCT#4-34hrs@$50 00, OCT 14-17'02
				$250 00	PCT#4-5hrs @$50 00; OCT 28'02
118207-APCA	11/12/02	AMOS SKINNER	$2,220 00	$680 00	PCT#4-17hrS @$40 00per hR
				$1,540 00	PCT#4-38 50hr @$40 00per hr
118208-APCA	11/12/02	CHARLES BECKWORTH	$1,880 00	$360 00	PCT#4-21 LOADS@$40 00per hr
				$320 00	PCT#4-8hrs @$40 00per hr
				$400 00	PCT#4-7 LAODS@$40 00per hr
				$400 00	PCT#4-10 LAODS@$40 00per hr
				$400 00	PCT#4-10 LAODS@$40 00per hr
118209-APCA	11/12/02	DEALERS TRUCK	$282 75	$282 75	PCT 4-DIESEL PUMP
118210-APCA	11/12/02	DODD TRUKING	$360 00	$360 00	PCT#4-9hrs @$40 00per hr
118211-APCA	11/12/02	EDWYN R BECKWORTH	$2,220 00	$360 00	PCT#4-21 LAODS OF CLAY@$40 00per hr
				$320 00	PCT#4-20 LOADSOF CLAY@$40 00per hr
				$400 00	PCT#4-7 LOADS OF CRUSH ROCK@$40 00per hr
				$400 00	PCT#4-10 LOADS OF CRUSH ROCK@$40 00per hr
				$400.00	PCT#4-10 LOADS@$40 00per hr
				$340 00	PCT#4-4 LOADS CRUSH ROCK&WASH OUT@$40 00per hr
118212-APCA	11/12/02	ENVIROSPECIALISTS SALES GROU	$56,055 48	$8,269 11	PCT#4-5,949 A-AER-20(ARROWWOOD RD)
				$8,604 10	PCT#4-6,190 A-AER-20(ARROWOOD)
				$8,157 91	PCT#4-5,869 A-AER-20(ARROWOOD)
				$6,988.80	PCT#4-5,824 ESS SLURRY SEAL
				$7,183 20	PCT#4-5,986 ESS SLURRY SEAL
				$8,245.48	PCT#4-5,932 AER-SP
				$8,606.88	PCT#4-6,192 AER-20(FOX)
118213-APCA	11/12/02	GEORGE P BANE INC	$93 27	$93.27	PCT#4-BOOM KNIFE/KNIFE BOLT&NUT

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Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
118214-APCA	11/12/02	GREEN OIL CO INC.	$2,407 09	$2,407 09	PCT#4-1515gals DIESEL; 610gals SUPER UNLEADED
118215-APCA	11/12/02	H&D TIRE & AUTOMOTIVE	$382 85	$15 38	PCT#4-STOP & TAIL
				$13 54	PCT#4-HYD FITTINGS
				$7 69	PCT#4-STOP & TAIL LIGHTS
				$3 60	PCT#4-6 OIL
				$18 10	PCT#4-FUSES; LIGHTS
				$2 67	PCT#4-3/8 BRAKE CALIPER WRENCH
				$13 80	PCT#4-BRAZING RODS; CLEAR CAULK
				$22 31	PCT#4-MOLDED HOSE; WALL SCAPER; GRIND WHL
				$71 86	PCT#4-WATER PUMP
				$59 50	PCT#4-TIGER BLADES; NUTS; BOLT
				$12 74	PCT#4-12 G GRADER PARTS
				$141 66	PCT 4-ROTORS
118216-APCA	11/12/02	HOLMES CONCRETE PIPE	$3,587 33	$2,233 20	PCT 4-96"IDX30' POLIMER COATED STEEL CULVERT
				$456 00	PCT#4-40' 24"x20' PLASTIC CULVERT
				$898 13	PCT 4-48"ID POLIMER STEEL CULVERT; 48"BAND, POLIMER COATED
118217-APCA	11/12/02	HOLT EQUIPMENT	$127 61	$127 61	PCT#4-CUTTING EDGE
118218-APCA	11/12/02	HOWARD MCANEAR EQUIPMENT	$2,001 00	$667 00	PCT#4-BROCE BROOM RENTAL 10/8-14/02
				$667 00	PCT#4-BROCE RJ350 BOOM RENTAL 10/15-21/02
				$667 00	PCT#4-BROCE RJ350 BROOM 10/22/02-11/04/02
118219-APCA	11/12/02	LAWSON PRODUCTS INC	$492 56	$492 56	PCT 4-TERMINALS, HUB; TIE WRAPS; STUD; CONNECTORS, SEALS, TIE WRAP (100); TERMINALS; 50 TERMINALS; FREIGHT
118220-APCA	11/12/02	ROMCO EQUIPMENT CO	$3,000 00	$1,000 00	PCT34-ROLER VIBRATORY 10/07-13/02
				$1,000 00	PCT#4-ROLER VIBRATORY 10/14-20-02
				$1,000 00	PCT#4-ROLER VIBATORY 10/21-27/02
118221-APCA	11/12/02	SMITH OIL COMPANY	$1,046 50	$1,031 50	PCT#4-TRACT HDY; OIL TREATMENT; CHAIN OIL; GEAR LUBE; EXXON HD 30
				$15 00	PCT#4-1bx PAPER SHOP TOWELS
118222-APCA	11/12/02	WEST SIDE FURNITURE	$484 73	$14 78	PCT 4-FILES (DOZ); 2 BAR NUTS
				$469 95	PCT 4-CHAIN SAW S#014400597
Total for APCA - Accounts Payable Clearing Account			$1,386,906 93		

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 15 Nov 2002

Approved Disbursements

Checking Account(s). APCA FNB INS FNB.125

THE SOFTWARE GROUP, INC — Disbursements Made from 10/31/02 thru 11/14/02 — PAGE 17

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
1737-FNB 125	10/31/02	UPSHUR CO OPERATING ACCOUNT	$1,222.46	$1,222.46	CANCER/HEART STROKE PREMIUMS DUE FROM IRC/125
1738-FNB 125	10/31/02	UPSHUR COUNTY INSURANCE ACCO	$4,859 62	$4,859 62	DEPENDENT INSURANCE PREMIUMS DUE FROM IRC/125
1739-FNB 125	11/07/02	HEALTHFIRST TPA	$1,679 84	$1,679 84	GROUP#00UPS01 SECTION 125 POOL ACCT
Total for FNB 125 - IRC/125 PLAN			$7,761 92		

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UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 15 Nov 2002

Approved Disbursements

Checking Account(s): APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC — Disbursements Made from 10/31/02 thru 11/14/02 — PAGE 18

Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
1239-FNB INS		10/31/02	HEALTHCARE PARTNERS HEALTH P	$61.50	$61.50	125 PLAN ADMIN FEES 10/31/02
1240-FNB INS		10/31/02	HEALTHFIRST TPA	$41,978.92	$41,978.92	GROUP#UPS01 NOV'02 PREMIUMS
1241-FNB INS		10/31/02	MANAGED PHARMACY BENEFITS IN	$9,839.09	$9,839.09	GROUP#80086 10/15/02 REGISTER
1242-FNB INS		10/31/02	UPSHUR COUNTY INSURANCE CLEA	$24,070.16	$24,070.16	10/17/02 UP CLAIMS
Total for FNB INS - INSURANCE				$75,949.67		
Grand Total				$1,470,618.52		

263 records listed

COUNTY JUDGE, CHARLES STILL

COMMISSIONER PCT#3, RICK JACKSON

COMMISSIONER PCT#1, JOE ORMS

COMMISSIONER PCT#4, RUSSELL GREEN

COMMISSIONER PCT#2, TOMMY STANLEY

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:56
UPSHUR COUNTY, TX.
BY _____ DEPUTY

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11/16/02 Dept. 565/Co. Jail

Employee Stephanie Shannon

Social Security No _____ Emp. ID# 1134

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: 1 year Longevity $2 s/m

11/15/02 anniversary date

Authorized by Myra Harris

Approved by _____ Date 11-15-02

BP-G1503

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11/16/02 Dept. 613/Pct#3

Employee V. Ann Glenn

Social Security No. _____ Emp ID# 1135

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. 1 year Longevity $2 s/m

11/20/02 anniversary date

Authorized by: Myra Harris

Approved by: Date: 11-15-02

BP-G1503

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11/16/02 Dept. 565/Co. Jail

Employee Anthony Taylor

Social Security No. _____ Emp ID# 1119

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: 1 year Longevity $ 25/m

11/19/02 anniversary date

Authorized by: Myra Harris

Approved by: _____ Date: 11-15-02

BP-G1503

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11/1/02 Dept 565/Co. Jail

Employee Monica Hardy

Social Security No. _____ Emp. ID# 1178

X	CHANGES(S)	FROM	TO
	Grade Step	13, 6	
	Rate	$10300 D/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 waived.

Authorized by:

Approved by: James Beasley Date: 11-5-02

BP-G1503

Upshur County Treasurer
THE SOFTWARE GROUP, INC

PAYROLL/PERSONNEL SYSTEM
CHECK REGISTER FOR CURRENT PAYROLL

09 49 45am 14 Nov 02
PAGE 1

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
10776-PCA	11/14/02	11/15/02	LAGRONE, PEGGY S	688 68		
10777-PCA	11/14/02	11/15/02	STILL, CHARLES L	1,495 25	N	
10778-PCA	11/14/02	11/15/02	CAIN, DERONDA KAYE	763 37	N	
10779-PCA	11/14/02	11/15/02	CHILDRESS, JANIS L.	583 29		
10780-PCA	11/14/02	11/15/02	ESCANLAR, DORISIE L	552 96		
10781-PCA	11/14/02	11/15/02	MCBRIDE, JUDITH A.	594.12		
10782-PCA	11/14/02	11/15/02	RODENBERG, ROBIN D.	672 68	N	
10783-PCA	11/14/02	11/15/02	SHAW, REX AUDENE	1,075 62	N	
10784-PCA	11/14/02	11/15/02	LOYD, DANNY MICHAEL	790.25	N	
10785-PCA	11/14/02	11/15/02	FOSTER, CATHERINE	288 33		
10786-PCA	11/14/02	11/15/02	STEELMAN, KARMEN CITA	736 97	N	
10787-PCA	11/14/02	11/15/02	KELLAR, LEANDA M	544 81		
10788-PCA	11/14/02	11/15/02	LOFTIS, JO ANN	783 66	N	
10789-PCA	11/14/02	11/15/02	BLASINGAME, ALICE P	307 31		
10790-PCA	11/14/02	11/15/02	DRENNAN, DEANNA R	1,413 16		
10791-PCA	11/14/02	11/15/02	ENGLISH, LOUIE M	663 62		
10792-PCA	11/14/02	11/15/02	LIBERACKI, JAMES H	294 04		
10793-PCA	11/14/02	11/15/02	ROSS, TERRI LYNN	912 78	N	
10794-PCA	11/14/02	11/15/02	ASKEW, PATSY M	570 21	N	
10795-PCA	11/14/02	11/15/02	CHEVALIER, MELISSA K	684 75		
10796-PCA	11/14/02	11/15/02	HAMBERLIN, FRANKIE M.	1,020 47	N	
10797-PCA	11/14/02	11/15/02	MENSON, TEENA	801.15		
10798-PCA	11/14/02	11/15/02	MARSHALL, LORING F.	542 43		
10799-PCA	11/14/02	11/15/02	PATE, CASEY N	496 41	N	
10800-PCA	11/14/02	11/15/02	SMITH, SUSAN K	594 68		
10801-PCA	11/14/02	11/15/02	GRIMES, ARNOLD	713.00		
10802-PCA	11/14/02	11/15/02	MANES, AMNA WYONE	121 96		
10803-PCA	11/14/02	11/15/02	MONEY, LISA R	670 58		
10804-PCA	11/14/02	11/15/02	EDGE, PAMELA S	697.61		
10805-PCA	11/14/02	11/15/02	GRIFFITH, MICHELE D	549 66		
10806-PCA	11/14/02	11/15/02	LITTLETON, PERRY M	850 71		
10807-PCA	11/14/02	11/15/02	HAMMOND, LORA L	651 09		
10808-PCA	11/14/02	11/15/02	PERRY, CAROLYN JO	766 71	N	
10809-PCA	11/14/02	11/15/02	JEWKES, SHERYL L	673 08		
10810-PCA	11/14/02	11/15/02	RAY, WILLIAM VALTON	755 35	N	
10811-PCA	11/14/02	11/15/02	RUSSELL, JAMES D	110 82		
10812-PCA	11/14/02	11/15/02	BRUNSON, MARY DELL	883 34	N	
10813-PCA	11/14/02	11/15/02	BULLOCK, CAROLYN SUE	924 76	N	
10814-PCA	11/14/02	11/15/02	FARMER, MARGARET A	614.60		
10815-PCA	11/14/02	11/15/02	FETTER, MICHAEL B	1,273 95		
10816-PCA	11/14/02	11/15/02	JONES, EVELYN D	840 73	N	
10817-PCA	11/14/02	11/15/02	LINGLE, JOSEPH RICHARD JR.	1,035 54	N	
10818-PCA	11/14/02	11/15/02	MOORE, BARBARA L.	742 96	N	
10819-PCA	11/14/02	11/15/02	NORTON, ANGELA J	1,356 88		
10820-PCA	11/14/02	11/15/02	HUTCHINS, WANDA L	747 83	N	
10821-PCA	11/14/02	11/15/02	LONG, PAMELA GAY	1,188 35		
10822-PCA	11/14/02	11/15/02	EAST, KAREN A	596.29	N	

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CHECK...	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
10823-PCA	11/14/02	11/15/02	EVANS, MINA LEE	203 13		
10824-PCA	11/14/02	11/15/02	HARRIS, MYRA	743.78	N	
10825-PCA	11/14/02	11/15/02	TUEL, LINDA LOUISE	369 19	N	
10826-PCA	11/14/02	11/15/02	CURTIS, BRIDGETT L	646 64		
10827-PCA	11/14/02	11/15/02	GENTRY, PAULA A	686 00		
10828-PCA	11/14/02	11/15/02	GIBSON, CARLA R	498 50		
10829-PCA	11/14/02	11/15/02	HARRIS, JOANNA S	579 47		
10830-PCA	11/14/02	11/15/02	HILL, BARBARA A	626 59		
10831-PCA	11/14/02	11/15/02	HOWELL, LUANA GAIL	693 76		
10832-PCA	11/14/02	11/15/02	JENKINS, LATICIA ANN	458 75	N	
10833-PCA	11/14/02	11/15/02	LAMINACK, SHERRON H	831 53		
10834-PCA	11/14/02	11/15/02	LEONARD, FONDA K	670 64		
10835-PCA	11/14/02	11/15/02	MCKINLEY, CHARLOTTE ELAINE	610 09		
10836-PCA	11/14/02	11/15/02	NEELEY, LISA D	674 68		
10837-PCA	11/14/02	11/15/02	SMITH, MICHEAL LOYD	1,138 96	N	
10838-PCA	11/14/02	11/15/02	SUSTAIRE, AMY W	631 15		
10839-PCA	11/14/02	11/15/02	OFFIELD, STELLA GINA	701 65		
10840-PCA	11/14/02	11/15/02	STILL, DORIS E	363 00		
10841-PCA	11/14/02	11/15/02	COOK, JOHN RUBIN	775 23	N	
10842-PCA	11/14/02	11/15/02	DANIELS, CHARLES D	906 51	N	
10843-PCA	11/14/02	11/15/02	MEARS, CHARLES R	691 28	N	
10844-PCA	11/14/02	11/15/02	BULLOCK, JOEL K	548 47		
10845-PCA	11/14/02	11/15/02	ROGERS, WILLIAM A	627 09		
10846-PCA	11/14/02	11/15/02	CORLEY, ROLAN D	661 13		
10847-PCA	11/14/02	11/15/02	KUZA, HENRY MICHAEL II	574 94	N	
10848-PCA	11/14/02	11/15/02	ALFORD, JOHN MATTHEW	925 36	N	
10849-PCA	11/14/02	11/15/02	BETTERTON, ANTHONY S	1,205 92	N	
10850-PCA	11/14/02	11/15/02	CROMLEY, ROBERT ALLEN	971 95	N	
10851-PCA	11/14/02	11/15/02	DANIELS, BRIAN M	924 31		
10852-PCA	11/14/02	11/15/02	DAUSTER, PHILLIP MARK	490.08		
10853-PCA	11/14/02	11/15/02	DAVIS, SCOTT WAYDE II	885 47		
10854-PCA	11/14/02	11/15/02	DECUIR, JAMES A	923.32	N	
10855-PCA	11/14/02	11/15/02	DOWNS, GABRIEL R	901.35		
10856-PCA	11/14/02	11/15/02	FORTSON, LARRY WAYNE	896 36	N	
10857-PCA	11/14/02	11/15/02	GROSS, DON LARRY	837.63		
10858-PCA	11/14/02	11/15/02	HILL, PHILLIP M	838.43		
10859-PCA	11/14/02	11/15/02	KUHN, JERRY LYNN	932.09	N	
10860-PCA	11/14/02	11/15/02	MASSOLETTI, MARTY	881 34		
10861-PCA	11/14/02	11/15/02	MATTHEWS, GENEVA NELL	857 68		
10862-PCA	11/14/02	11/15/02	MOORE, JEFFERY SCOTT	977 14		
10863-PCA	11/14/02	11/15/02	MOORE, JERRY A	884 42	N	
10864-PCA	11/14/02	11/15/02	MURPHY, NADRA H	918.57	N	
10865-PCA	11/14/02	11/15/02	ROBERTS, GARY DALE	968.97		
10866-PCA	11/14/02	11/15/02	SALDIS, GEORGE CARL	932 78	N	
10867-PCA	11/14/02	11/15/02	SANDERS, BOBBY NEAL	994 49	N	
10868-PCA	11/14/02	11/15/02	STANLEY, TIMOTHY S	766 37		
10869-PCA	11/14/02	11/15/02	STEELMAN, PAUL A	424.53		

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CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY.	DD	STATUS
10870-PCA	11/14/02	11/15/02	THOMPSON, NANCY K	673 11	N	
10871-PCA	11/14/02	11/15/02	TILLERY, HIRAM D	1,066 40		
10872-PCA	11/14/02	11/15/02	WARREN, ROXANNE	858. 99		
10873-PCA	11/14/02	11/15/02	WILLEFORD, DONALD L	825 54		
10874-PCA	11/14/02	11/15/02	YOUNG, LELAND WAYNE	902 80	N	
10875-PCA	11/14/02	11/15/02	BARBER, BILLIE DARLENE	778. 96	N	
10876-PCA	11/14/02	11/15/02	BARTON, JAMES ADAM	801 77		
10877-PCA	11/14/02	11/15/02	BEAN, ELIZABETH M	814. 19	N	
10878-PCA	11/14/02	11/15/02	BEASLEY, JAMES LEON	846. 70	N	
10879-PCA	11/14/02	11/15/02	BLEDSOE, TRACI K	756 63		
10880-PCA	11/14/02	11/15/02	BRASHER, WILLIAM A	751 82		
10881-PCA	11/14/02	11/15/02	CABRERA, ALBERTO	800. 73		
10882-PCA	11/14/02	11/15/02	CASEY, DENNIS W	958 09		
10883-PCA	11/14/02	11/15/02	CHOYCE, LAWANA J	820. 52		
10884-PCA	11/14/02	11/15/02	DANIELS, JOE NATHAN	651 38		
10885-PCA	11/14/02	11/15/02	DAVIDSON, JUSTIN SCOTT	799 20		
10886-PCA	11/14/02	11/15/02	GRISWOLD, JAMES E	887. 35	N	
10887-PCA	11/14/02	11/15/02	HANCOCK, SHERREE L	820 92		
10888-PCA	11/14/02	11/15/02	HARDY, MONICA	856. 85		
10889-PCA	11/14/02	11/15/02	HELPENSTILL, RAY B	719 94	N	
10890-PCA	11/14/02	11/15/02	HUGHES, KAREN S	575 19		
10891-PCA	11/14/02	11/15/02	JEFFERY, KATHY J.	842. 12		
10892-PCA	11/14/02	11/15/02	JOHNSON, JOHNNY J	781 91		
10893-PCA	11/14/02	11/15/02	MARTIN, JOSHUA P.	789 52		
10894-PCA	11/14/02	11/15/02	MASON, JERRE KAY	745 71		
10895-PCA	11/14/02	11/15/02	MCCAULEY, JILL A.	316. 03		
10896-PCA	11/14/02	11/15/02	MONTGOMERY, HERMAN C JR	801 05		
10897-PCA	11/14/02	11/15/02	MONTS, DEBRA J	727 17		
10898-PCA	11/14/02	11/15/02	NIELL, SHERRY L.	840 70	N	
10899-PCA	11/14/02	11/15/02	NOLLEY, KENNETH R JR	765 71		
10900-PCA	11/14/02	11/15/02	OLLER, TRACY E	839. 27		
10901-PCA	11/14/02	11/15/02	POTTER, LYLE M. JR	857. 67		
10902-PCA	11/14/02	11/15/02	PYLE, RUTHIE L	806. 44		
10903-PCA	11/14/02	11/15/02	ROBINSON, DONNA G	990. 51	N	
10904-PCA	11/14/02	11/15/02	SHANNON, STEPHANIE	750 89		
10905-PCA	11/14/02	11/15/02	TAYLOR, ANTHONY M	804 89		
10906-PCA	11/14/02	11/15/02	TEFFTELLER, ALLEN K	823. 01		
10907-PCA	11/14/02	11/15/02	TULLAR, LESLIE R JR	773. 83		
10908-PCA	11/14/02	11/15/02	WADE, ALAN M.	841. 18		
10909-PCA	11/14/02	11/15/02	WALKER, DIANE	722 02	N	
10910-PCA	11/14/02	11/15/02	WARREN, DENNIS C	764 27		
10911-PCA	11/14/02	11/15/02	YOUNGBLOOD, JOHN MICHAEL	765 71		
10912-PCA	11/14/02	11/15/02	BERRY, DEBORAH DENISE	619 90	N	
10913-PCA	11/14/02	11/15/02	BRIAN, KRISTIE D	909 47		
10914-PCA	11/14/02	11/15/02	BROWN, CHRISTOPHER E.	1,124. 45		
10915-PCA	11/14/02	11/15/02	BURROUS, JAMES MICHAEL	868 81		
10916-PCA	11/14/02	11/15/02	GRANT, GLENDA ANN	757. 43		

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
10917-PCA	11/14/02	11/15/02	HANCOCK, KATHRYN B	936 39		
10918-PCA	11/14/02	11/15/02	HODGES, RANDAL R	819 93		
10919-PCA	11/14/02	11/15/02	HUDGINS, ROYCE L III	1,306 88	N	
10920-PCA	11/14/02	11/15/02	KELLER, LINDA H	1,015 76		
10921-PCA	11/14/02	11/15/02	LOFTICE, MIKKI MICHELLE	864 89		
10922-PCA	11/14/02	11/15/02	MANNING, JAMES ROGER	516 63		
10923-PCA	11/14/02	11/15/02	MCJIMSEY, BRUCE F	987.22		
10924-PCA	11/14/02	11/15/02	RAY, JIMMY DARRELL	1,430 13		
10925-PCA	11/14/02	11/15/02	SMITH, BONNIE LORRAINE	342 12		
10926-PCA	11/14/02	11/15/02	SMITH, TRACY B	866 01		
10927-PCA	11/14/02	11/15/02	SPIVEY, JOHN K	113 85		
10928-PCA	11/14/02	11/15/02	WARREN, SHERRY L	653 42		
10929-PCA	11/14/02	11/15/02	ALLEN, RALPH WAYNE	842 94		
10930-PCA	11/14/02	11/15/02	EDWARDS, SANDRA D	877 35	N	
10931-PCA	11/14/02	11/15/02	HERNDON, LORIE A	460 71		
10932-PCA	11/14/02	11/15/02	HILL, JESSICA L	184 70		
10933-PCA	11/14/02	11/15/02	SMITH, MELINDA L	861 62	N	
10934-PCA	11/14/02	11/15/02	WYLIE, MILTON J	1,362 10	N	
10935-PCA	11/14/02	11/15/02	SMITH, NADRA CITA	661 32	N	
10936-PCA	11/14/02	11/15/02	BECK, EARNEST EARL	474 82	N	
10937-PCA	11/14/02	11/15/02	CLINE, KENNETH W	570 41		
10938-PCA	11/14/02	11/15/02	DERAMUS, HEWITT	1,149 06		
10939-PCA	11/14/02	11/15/02	FATHERREE, MERKEL FREDERICK	724 53	N	
10940-PCA	11/14/02	11/15/02	HUNTER, THOMAS H.	459 35		
10941-PCA	11/14/02	11/15/02	JONES, ELLIS	398 34		
10942-PCA	11/14/02	11/15/02	MITCHELL, GARY D	664 61		
10943-PCA	11/14/02	11/15/02	ORMS, JOE W	138.79		
10944-PCA	11/14/02	11/15/02	PIERCE, JAMES W	716.88		
10945-PCA	11/14/02	11/15/02	SMITH, EDDIE J	729.13	N	
10946-PCA	11/14/02	11/15/02	STOKER, JAMES LOUIS	936 96	N	
10947-PCA	11/14/02	11/15/02	WHITESIDE, RUTH TYSON	409 27	N	
10948-PCA	11/14/02	11/15/02	BARNES, MICHAEL H	672 25		
10949-PCA	11/14/02	11/15/02	CROCKETT, HARRY JAMES	569 03	N	
10950-PCA	11/14/02	11/15/02	JEFFERY, DONALD RAY	680 10	N	
10951-PCA	11/14/02	11/15/02	JOHNSON, IVORY GENE	891 21	N	
10952-PCA	11/14/02	11/15/02	MCCAULEY, JAMES L	638 09	N	
10953-PCA	11/14/02	11/15/02	NELSON, WILLIAM B	692 96		
10954-PCA	11/14/02	11/15/02	PENDARVIS, ABBOTT LYNN	886 26	N	
10955-PCA	11/14/02	11/15/02	STANLEY, TOMMY LEE	1,179 79	N	
10956-PCA	11/14/02	11/15/02	YOUNG, JOEY A	492 12	N	
10957-PCA	11/14/02	11/15/02	ACKER, BRUCE E	523 89		
10958-PCA	11/14/02	11/15/02	BYERS, MICHAEL K	729 41		
10959-PCA	11/14/02	11/15/02	GLENN, BILLY E	645 38	N	
10960-PCA	11/14/02	11/15/02	GLENN, GEORGE R	613 10	N	
10961-PCA	11/14/02	11/15/02	GLENN, VERNITA ANN	670 74		
10962-PCA	11/14/02	11/15/02	HOYE, EARNEST T	590 14		
10963-PCA	11/14/02	11/15/02	JACKSON, RICK D	1,178 73		

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CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to ...	NET PAY	DD	STATUS
10964-PCA	11/14/02	11/15/02	THOMPSON, DANNY R	732 79		
10965-PCA	11/14/02	11/15/02	VALENTINE, MERLE WAYNE	691.84		
10966-PCA	11/14/02	11/15/02	ALBRIGHT, ANTHONY DONOVAN	340.59		
10967-PCA	11/14/02	11/15/02	ALBRIGHT, GAYLE DAVID	562 04		
10968-PCA	11/14/02	11/15/02	BLACKSTONE, WILLY PAT	792.35		
10969-PCA	11/14/02	11/15/02	BOLIN, SANFORD E	856 20		
10970-PCA	11/14/02	11/15/02	BREWSTER, MICKEY C	1,031 01		
10971-PCA	11/14/02	11/15/02	DAVIS, GARY W.	750 34		
10972-PCA	11/14/02	11/15/02	FORT, TROY L	695 44		
10973-PCA	11/14/02	11/15/02	GREEN, RUSSELL N.	1,184.36		
10974-PCA	11/14/02	11/15/02	HILL, ARTHUR D	497.20		
10975-PCA	11/14/02	11/15/02	MARTIN, LISA A.	293.65		
10976-PCA	11/14/02	11/15/02	RITTER, DON L	742.42		
10977-PCA	11/14/02	11/15/02	STEWART, HEATH DILLION	374 14		
10978-PCA	11/14/02	11/15/02	WALTON, LLOYD H.	693 59	N	
10979-PCA	11/14/02	11/15/02	WRIGHT, JERRY D	598 81		
10980-PCA	11/14/02	11/15/02	YINGLING, GARY D	412 25		
10981-PCA	11/14/02	11/15/02	JOHNSON, GERALD DON	924 55	N	
10982-PCA	11/14/02	11/15/02	DAVIDSON, TINA J	484 27		
10983-PCA	11/14/02	11/15/02	GILES, PEGGY J	585 98		
10984-PCA	11/14/02	11/15/02	MORRISON, JOYCE FRANCES	985.69	N	
10985-PCA	11/14/02	11/15/02	SMITH, EMMA JEAN	650.92	N	
10986-PCA	11/14/02	11/15/02	WEATHERBY, STEVEN A	155.23		
10987-PCA	11/14/02	11/15/02	WILLIAMS, JANET C	736.17	N	
10988-PCA	11/14/02	11/15/02	WILLIAMS, MATTHEW J.	159 48		
10989-PCA	11/14/02	11/15/02	CAMPBELL, MARY ROSE	685.20	N	
10990-PCA	11/14/02	11/15/02	TUCKER, KAREN S	309.14		
				158,759.24		
				158,759.24		

215 records listed.

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
118223-APC	11/15/02	UPSHUR COUNTY INSURANCE ACCOUNT	4,163 98
118224-APC	11/15/02	NATIONWIDE RETIREMENT	321 76
118225-APC	11/15/02	FIRST NATIONAL BANK GILMER	33,355 40
118226-APC	11/15/02	FIRST NATIONAL BANK GILMER	18,055 38
118227-APC	11/15/02	HEALTHFIRST TPA	939.91
118228-APC	11/15/02	UPSHUR COUNTY IRC/125	296 87
118229-APC	11/15/02	UPSHUR COUNTY IRC/125	135 95
118230-APC	11/15/02	UPSHUR COUNTY IRC/125	182 14
118231-APC	11/15/02	UPSHUR COUNTY IRC/125	290 92
118232-APC	11/15/02	UPSHUR COUNTY IRC/125	316 58
118233-APC	11/15/02	UPSHUR COUNTY IRC/125	4,889.75
118234-APC	11/15/02	ATTORNEY GENERAL OF TEXAS	247 50
118235-APC	11/15/02	EAST TEXAS PROFESSIONAL	2,814 03
118236-APC	11/15/02	FIRST NATIONAL BANK	2,400.00
118237-APC	11/15/02	GILMER NATIONAL BANK	737 50
118238-APC	11/15/02	GILMER SAVINGS BANK	10 00
118239-APC	11/15/02	UPSHUR COUNTY INSURANCE ACCOUNT	894.97
118240-APC	11/15/02	RHONDA REED #0009546732	135 00
118241-APC	11/15/02	VALIC	257 50
118242-APC	11/15/02	KARMEN STEELMAN	330.13
118243-APC	11/15/02	CHERYL ALBRIGHT	162.50
118244-APC	11/15/02	ENID DAUSTER	309.94
118245-APC	11/15/02	DONNA GOODE	88.00
118246-APC	11/15/02	BECKY GARRETT	97 50
118247-APC	11/15/02	SHARON KEMP #0539655371	105 00
118248-APC	11/15/02	MICHAEL GROSS	100.00
Total for All Payments -			71,638 21

COUNTY JUDGE, CHARLES STILL

COMMISSIONER PCT#3, RICK JACKSON

COMMISSIONER PCT#1, JOE ORMS

COMMISSIONER PCT#4, RUSSELL GREEN

COMMISSIONER PCT#2, TOMMY STANLEY

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:56
UPSHUR COUNTY, TX.
BY _____ DEPUTY

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TREASURER'S MONTHLY REPORT

By Myra Harris, County Treasurer
Oct 1 thru Oct 31, 2002

	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Acct	$ 4,807,188.56	$ 1,150,091.66	$ 1,050,410 94		$ 331,878 90	$ 4,574,990 38	$ 2,217,881 20	$ 2,044,151 85	$ 44,509.87	$ 4,530,480 51	$ 4,574,990.38
Insurance Acct	$ 471.73	$ 107,887.86	$ 114,823 51	$ 18,666 04		$ 12,202 12			$ 12,202.12		$ 12,202.12
IRC125 Acct	$ -	$ 12,224 42	$ 12,224.42			$0.00	$ -	$ -	$0.00	$ -	$0.00
Ins.Clearing	$0.00	$ 111,209.47	$ 109,957 64			$ - $1,251 83	$ -	$ -	$1,251.83	$ -	$1,251.83
Payroll Clearing	$0.00	$ -	$ 313,108 86	$ 313,108.86		$0 00			$0.00		$0.00
Disaster Grant	$0.00	$0.00	$0.00			$0.00			$0.00		$0.00
Totals	$4,807,660 29	$ 1,381,413 41	$ 1,600,525 37	$ 331,774 90	$ 331,878 90	$ 4,588,444 33	$ 2,217,881.20	$ 2,044,151 85	$ 57,963 82	$ 4,530,480 51	$ 4,588,444 33

INDEBTEDNESS

1997 Certificate of Obligations	$ 3,255,000 00
Bank Property (Reissued @4 5147%) GNB	$ 82,686 64
Road & Bridge #3/Motor Grader	$ 51,445 63
Road & Bridge #1/Reclaimer (Shared debt w/Pct#3)	$ 130,257 50
Road & Bridge #3/Reclaimer (Shared debt w/Pct#1)	$ 130,257.50
TOTAL INDEBTEDNESS	$ 3,649,647 27

(Investment Register on Back)
Submitted under the provision of the Local Government Code Section 114 026

*Transfer "In's" and Transfer "Out's" off $104 00 - payroll election worker check applied back to 9/30/02 and budget was not in system

The above information is found to be true and correct

Charles L. Still
County Judge, Charles L. Still

Joe D. Orms
Commissioner, Pct. #1, Joey Orms

Tommy Stanley
Commissioner, Pct. #2, Tommy Stanley

Rick Jackson
Commissioner, Pct. #3, Rick Jackson

Russell Green
Commissioner, Pct #4, Russell Green

Myra Harris
Myra Harris, County Treasurer

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FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:48
UPSHUR COUNTY, TX.
BY _____ DEPUTY

UPSHUR COUNTY INVESTMENT ACTIVITY FOR OCT. 2002

CD#	ACCOUNT	AMOUNT	PURCHASED	%RATE	MATURITY	DAYS	EARNED INTEREST
34734	Operating	$400,000.00	3-Mar-02	4 25	15-Oct-02	221	$1,723 29
34754	Operating	$400,000.00	5-Apr-02	4 25	31-Oct-02	209	$2,608.22
34756	Available School	$27,430.40	8-Apr-02	4 25	15-Oct-02	190	$118.18
34757	Permanent School	$1,133,931.53	8-Apr-02	4 50	8-Apr-03	365	$4,193.99
34820	Available School	$181,456.02	28-May-02	4.15	21-Oct-02	146	$474.52
34823	Tobacco	$708,994.78	3-Jun-02	4 15	7-Oct-02	126	$2,740.80
34872	Operating	$450,000.00	2-Jul-02	4 15	15-Nov-02	136	$1,534 93
34935	Operating	$400,000.00	16-Jul-02	4.15	26-Nov-02	133	$1,364 38
34975	Operating	$200,000 00	9-Aug-02	4.15	16-Dec-02	129	$682.19
34996	Operating	$300,000.00	3-Sep-02	4 15	30-Dec-o2	118	$1,023.29
35069	Operating	$200,000 00	26-Sep-02	3 75	31-Oct-02	35	$719.18
35071	Operating	$300,000.00	30-Sep-02	3.75	31-Oct-02	31	$955.48
35075	Tobacco	$719,151 85	7-Oct-02	4 50%	7-Oct-03	12 months	$0 00
35208	Operating	$450,000 00	23-Oct-02	4.15	13-Feb-03	113	$0 00
35215	Operating	$500,000.00	31-Oct-02	4 25	29-Apr-03	180	$0.00
35216	Operating	$375,000.00	31-Oct-02	4 15	30-Jan-03	91	$0.00
	TOTALS	$6,745,964.58					$18,138.45

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10/1/2000 Dept. District Clerk

Employee Lacing Marshall

Social Security No. _____ Emp. ID# 1006

X	CHANGES(S)	FROM	TO
X	Grade Step	7.2	7.3
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments: The $25.00 increase AFter 6 months was never applied. We Request this go into effect and that the back time be paid at this time. Our records show this to be 2 years @ 25.00 per month = $600.00 due in backpay.

Authorized by: Frankie Hamberlin 10-23-02

Approved by: Commissioners Court Date. 11-15-02

BP-G1503

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TEXAS ASSOCIATION OF REALTORS®

IMPROVED PROPERTY COMMERCIAL CONTRACT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF RALTORS® IS NOT AUTHORIZED
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1. **PARTIES:** COUNTY OF UPSHUR, STATE OF TEXAS (Seller) agrees to sell and convey to TONEY PUTMAN AND WIFE SHARON PUTMAN (Buyer) and Buyer agrees to buy from Seller the Property described below

2. **PROPERTY:**

A. The property sold by this contract is called the "Property" The Property is that real property situated in UPSHUR County, Texas at US HWY # 271 AND EAST BUTLER STREET *(address)* that is legally described as follows *(Identify exhibit if described by attachment.)*

LOTS 1C, 1D, 2E, 2E, AND 2D OF BLOCK 71 AS DESCRIBED IN THE ORIGINAL PLAT AND PLAN OF THE CITY OF GILMER, TEXAS AND MORE SPECIFICALLY DESCRIBED BY SURVEY DATED NOV 12, 1997 RECORED BY REX A SHAW, COUNTY CLERK OF UPSHUR COUNTY, LESS ANY PORTION OF THE WEST SIDE OF THE PROPERTY SINCE DEEDED TO THE STATE OF TEXAS FOR ADDITRIONAL RIGHT OF WAY FOR US HWY # 271

B. The Property is sold together with
(1) all buildings, improvements, and fixtures,
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) the following personal property: _____.

(Describe any exceptions, reservations, or restrictions in Paragraph 11 or an addendum.)
(If the Property is a condominium, attach condominium addendum.)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing ..... $ -0-

B. Sum of all financing described in Paragraph 4 ..... $ 80,000.00

C. Sales price (sum of A and B) ..... $ 80,000.00

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows. *(Check all that apply.)*

☒ A. Third Party Financing A third party note(s) in the total amount of $ 80,000.00. This contract.

☒ (1) is not contingent upon Buyer obtaining third party financing.

☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Financing Addendum.

☐ B. Assumption In accordance with the attached Financing Addendum, Buyer will assume the unpaid principal balance of the first lien promissory note, which balance at closing will be $ _____.

☐ C. Seller Financing The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Financing Addendum in the amount of $ _____.

5. **EARNEST MONEY.** Not later than 3 days after the effective date, Buyer must deposit $ 500.00 as earnest money with _____ (escrow agent) at Dean Fowler Attorney at Law (escrow agent's address). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract by providing written notice to Buyer before Buyer deposits the earnest money. Buyer may instruct the escrow agent to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. **TITLE POLICY, SURVEY, AND UCC SEARCH:**

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by CENTRAL TITLE COMPANY (the title company) in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to area boundaries. *(Check (a) or (b) only.)*

☐ (a) will not be deleted from the title policy.

☒ (b) will be deleted from the title policy at the expense of ☐ Buyer ☒ Seller.

(3) Buyer may object to any restrictive covenants on the Property within the time required under Paragraph 6D.

(4) Within 30 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey:

(1) Within NA days after the effective date *(Check all that apply.)*

☐ (a) Buyer will obtain a survey of the Property at Buyer's expense.

☐ (b) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date.

☐ (c) Seller will deliver a true and correct copy of Seller's existing survey of the Property dated NA. Seller, at Seller's expense
☐ (i) will have the existing survey recertified on a date not earlier than NA.
☐ (ii) will not have the existing survey recertified.

(2) The survey required under Paragraph 6B(1) must be made by a Registered Professional Land Surveyor acceptable to the title company. The survey must
(a) identify the Property by metes and bounds or platted lot description,
(b) show that the survey was made and staked on the ground with corners permanently marked,
(c) set forth the dimensions and total area of the Property;
(d) show the location of all improvements, highways, streets, roads, railroads, rivers, creeks or other waterways, fences, easements, and rights-of-way on the Property with all easements and rights-of-way referenced to their recording information,
(e) show any discrepancies or conflicts in boundaries, any visible encroachments, and any portion of the Property lying within the 100-year flood plain as shown on the current Federal Emergency Management Agency map, and
(f) contain the surveyor's certificate that the survey is true and correct.

C. UCC Search:

(1) Within NA days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

☐ (2) Buyer does not require Seller to furnish a UCC search

D Buyer's Objections to the Commitment, Survey, and UCC Search

(1) Within _____ days after Buyer receives all of the items required in Paragraphs 6A, 6B, and 6C (the commitment, copies of the documents evidencing title exceptions, survey, and UCC search), Buyer may object to matters disclosed in the items if:
(a) the matters disclosed constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing, or
(b) the items show that any part of the Property lies in a 100-year flood plain.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 20 days after Seller receives the objections. The closing date will be extended as necessary to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less the independent consideration paid for Buyer's right to terminate under Paragraph 7B(3), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. **PROPERTY CONDITION:** *(Check A or B only)*

☒ A. Present Condition *(Check (1) or (2) only)*

☐ (1) Buyer accepts the Property in its present "as-is" condition

☐ (2) Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: NA

☐ B. Feasibility Period and Right to Terminate

(1) Delivery of Property Information. Within NA days after the effective date, Seller will deliver to Buyer the following items to the extent that the items are in Seller's possession or are readily available to Seller. Any item not delivered is deemed not to be in Seller's possession or readily available to Seller. The items Seller will deliver are:
(a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
(b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
(c) a current inventory of all tangible personal property owned by Seller that is located on, attached to, and used in connection with the Property's operations;
(d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
(e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
(f) copies of all current warranties and guaranties relating to all or part of the Property;
(g) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
(h) copies of all leasing or commission agreements that currently relate to all or part of the Property;
(i) a copy of the "as-built" plans and specifications of the Property;
(j) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
(k) a copy of Seller's income and expense statement for the Property from NA to NA;
(l) copies of all previous environmental assessments, studies, or analyses made on or relating to the Property;
(m) real and personal property tax statements for the Property for the previous 2 calendar years; and
(n) NA

(2) Inspections, Studies, or Assessments

(a) Within NA days after the effective date, Buyer, at Buyer's expense, may complete or cause to be completed inspections, studies, or assessments of the Property, including all improvements and fixtures. Inspections, studies, or assessments may include, but are not limited to

(i) physical property inspections (for example, structural pest control, mechanical, structural, electrical, and plumbing inspections);
(ii) economic feasibility studies,
(iii) environmental assessments (for example, soil tests, air sampling, and paint sampling);
(iv) engineering studies, and
(v) compliance inspections (for example, compliance determination with zoning ordinances, restrictions, building codes, and statutes)

(b) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments

(c) In connection with Buyer's inspections, studies, and assessments, Buyer must:
(i) employ only trained and qualified inspectors and assessors,
(ii) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(iii) abide by any reasonable entry rules or requirements that Seller may require,
(iv) not interfere with existing operations or occupants of the Property; and
(v) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed

(d) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph

(3) Right to Terminate Buyer may terminate this contract for any reason within NA days after the effective date by providing Seller with written notice of termination. If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer less $ NA that Seller will retain as independent consideration for Buyer's right to terminate under this paragraph The independent consideration is to be credited to the sales price only upon the closing of the sale. Buyer has tendered the independent consideration to Seller upon payment of the full amount specified in Paragraph 5 to the escrow agent If Buyer does not terminate within the time required, Buyer accepts the Property in its present condition

(4) Return of Property Information If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date (a) return to Seller all those items described in Paragraph 7B(1) that Seller delivered to Buyer and all copies that Buyer made of those items, and (b) deliver copies of all inspection and assessment reports (excluding economic feasibility studies) related to the Property that Buyer completed or caused to be completed This Paragraph 7B(4) survives termination

(5) Contracts Affecting Operations After Buyer's right to terminate under Paragraph 7B(3) expires, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's prior written approval.

8. BROKERS:

A. The brokers to this sale are

TOM E. DAVIS Tom E. Davis 01399.23 — STEPHEN M. STEWART 0254140

Listing Broker — License No — Other Broker — License No.

Listing Broker
- [X] represents Seller
- [ ] acts as an intermediary between Seller and Buyer

Other Broker represents Buyer.

B. Fees: *(Check (1) or (2) only)*

- [ ] (1) Seller will pay Listing Broker the fee specified by separate written commission agreement between Listing Broker and Seller. Listing Broker will pay Other Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- [ ] (2) At closing, Seller will pay

Listing Broker a total cash fee of	Other Broker a total cash fee of
[X] 3 % of the sales price	[X] 3 % of the sales price
[ ] _____	[ ] _____

The cash fees will be paid in UPSHUR County, Texas Seller authorizes escrow agent to pay the brokers from Seller's proceeds at closing

Initialed for identification by Buyer TL, Dep and Seller _____, _____

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NOTICE. Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property

C The parties may not amend this Paragraph 8 without the written consent of the brokers affected by the amendment

9. CLOSING:

A. The closing of the sale will be on or before _____ or within 7 days after objections to title have been cured, whichever date is later (the closing date) If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15

B At closing, Seller will deliver, at Seller's expense, a ☐ general ☐ special warranty deed The deed must include a vendor's lien if any part of the sales price is financed The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract Seller must convey the Property at closing
(1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price unless securing loans Buyer assumes,
(2) without any assumed loans in default, and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract

C At closing, Seller, at Seller's expense, will also deliver
(1) tax statements showing no delinquent taxes on the Property;
(2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract,
(3) an assignment of all leases to or on the Property,
(4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations
(a) licenses and permits,
(b) maintenance, management, and other contracts, and
(c) warranties and guaranties,
(5) a rent roll current on the day of the closing certified by Seller as true and correct,
(6) evidence that the person executing this contract is legally capable and authorized to bind Seller, and
(7) any notices, statements, certificates, or other documents required by this contract or law necessary to convey the Property, all of which must be completed and executed by Seller as necessary

D At closing, Buyer will
(1) pay the sales price in good funds acceptable to the escrow agent,
(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale

E. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses

10. POSSESSION: Seller will deliver possession of the Property to Buyer on *DATE OF CLOSING & FUNDING* _____ in its present or required repaired condition, ordinary wear and tear excepted. Until closing, Seller will operate the Property in the same manner as on the effective date and will not transfer or dispose of any of the personal property described in Paragraph 2B or sold under this contract Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

11. SPECIAL PROVISIONS: *(Identify exhibit if special provisions are contained in an attachment.)*
UPSHUR COUNTY AGREES TO ALLOW BUYER A 3 YEAR TAX ABATEMENT FOR THE COUNTY TAXES

(Continue Special Provisions.)

12. SALES EXPENSES:

A. Seller's Expenses. Seller will pay for the following in cash at or before closing:
(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
(2) release of Seller's loan liability, if applicable,
(3) tax statements or certificates,
(4) preparation of the deed and any bill of sale,
(5) one-half of any escrow fee,
(6) costs to record any documents to cure title objections that Seller must cure; and
(7) other expenses that Seller will pay under other provisions of this contract.

B Buyer's Expenses Buyer will pay for the following in cash at or before closing
(1) all loan fees or expenses (for example, application fees, origination fees, discount fees, appraisal fees, assumption fees, recording fees, tax service fees, mortgagee title policy expenses, credit report fees, document preparation fees, interest expense that Buyer's lender requires Buyer to pay at closing, and other fees required by Buyer's lender),
(2) preparation fees of any deed of trust,
(3) recording fees for the deed and any deed of trust,
(4) premiums for flood and hazard insurance as may be required by Buyer's lender;
(5) one-half of any escrow fee,
(6) copy and delivery fees for delivery of the title commitment and related documents, and
(7) other expenses that Buyer will pay under other provisions of this contract

13. PRORATIONS, ROLLBACK TAXES, ESTOPPEL CERTIFICATES, RENT, AND DEPOSITS:

A. Prorations
(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date
(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available This Paragraph 13A(2) survives closing
(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing

B Rollback Taxes If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 13B survives closing.

C. Estoppel Certificates.
(1) Within NA days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than NA by each tenant that leases space in the Property
(2) The estoppel certificates must state
(a) that no default exists under the lease by the landlord or tenant as of the date the estoppel certificate is signed,
(b) the amount of the scheduled rents to be paid through the end of the lease and any rental payments that have been paid in advance,
(c) the amount of any security deposit,
(d) the amount of any offsets tenant is entitled against rent;
(e) the expiration date of the lease,
(f) a description of any renewal options, and
(g) NA.

D. Rent and Security Deposits At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing prepaid expenses, advance rental payments, and other advance payments paid by tenants Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received This Paragraph 13D survives closing

14. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may
(1) terminate this contract and the earnest money, less the independent consideration paid for Buyer's right to terminate under Paragraph 7B(3), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and the closing date will be extended as necessary; or
(3) accept the Property in its damaged condition and accept an assignment of any insurance proceeds Seller is entitled to receive

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may
(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less the independent consideration paid for Buyer's right to terminate under Paragraph 7B(3), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to:
(a) Seller and the sales price will be reduced by the same amount, or
(b) Buyer and the sales price will not be reduced

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller may
(1) enforce specific performance, or seek other relief as may be provided by law, or both, or
(2) terminate this contract and receive the earnest money as liquidated damages, thereby releasing the parties from this contract

B If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates or the commitment, Buyer may
(1) terminate this contract and receive the earnest money, less the independent consideration paid for Buyer's right to terminate under Paragraph 7B(3), as the sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may
(1) enforce specific performance, or seek such other relief as may be provided by law, or both, or
(2) terminate this contract and receive the earnest money, less the independent consideration paid for Buyer's right to terminate under Paragraph 7B(3), as liquidated damages, thereby releasing the parties from this contract.

16. ATTORNEY'S FEES: If Buyer, Seller, any broker, or any escrow agent is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 16 survives closing

Initialed for identification by Buyer TAB, DLP and Seller _____, _____

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17. ESCROW:

A. At closing, the earnest money must be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer

B. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties.

C. If one party makes written demand for the earnest money, escrow agent will give notice of the demand by providing to the other party a copy of the demand If escrow agent does not receive written objection to the demand from the other party within 30 days after the date escrow agent sent the demand to the other party, escrow agent may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors

D. Escrow agent will deduct the independent consideration paid for Buyer's right to terminate under Paragraph 7B(3) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

E. If escrow agent complies with this Paragraph 17, each party hereby releases escrow agent from all claims related to the disbursal of the earnest money.

F. Notices under this Paragraph 17 must be sent by certified mail, return receipt requested Notices to escrow agent are effective upon receipt by escrow agent

18. MATERIAL FACTS:

A. To the best of Seller's knowledge and belief *(Check (1) or (2) only)*

☒ (1) Seller is not aware of any material defects to the Property except as stated in the attached Property Condition Statement

☐ (2) Seller is not aware of any of the following, except as described otherwise in this contract.
(a) any material physical defects to the Property;
(b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(c) any environmental hazards or conditions that affect the Property;
(d) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers,
(e) whether radon, asbestos insulation or fireproofing, urea-formaldehyde foam insulation, lead-based paint or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
(f) whether wetlands, as defined by federal or state law or regulation, are on the Property; and
(g) whether threatened or endangered species or their habitat are on the Property

(Describe any exceptions to (a)-(g) in Paragraph 11 or an addendum)

B Each written lease Seller is to furnish to Buyer under this contract must be in full force and effect according to its terms without amendment or modification that is not disclosed to Buyer in writing Seller must disclose, in writing, to Buyer if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing
(1) any modifications, amendments, or default by landlord or tenant under the leases,
(2) any failure by Seller to comply with Seller's obligations under the leases,
(3) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(4) any non-occupancy of the leased premises by a tenant,
(5) any advance sums paid by a tenant under any lease,
(6) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(7) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract

19. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to

Buyer at _____
_____
_____
Phone _____
Fax _____

Seller at _____
_____
_____
Phone _____
Fax _____

This form was prepared with Formulator v3 0, 5480 Valmont Rd , Suite 200, Boulder CO 80301 800-336-1027

20. FEDERAL TAX REQUIREMENT: If Seller is a "foreign person" as defined by applicable law, or if Seller fails to deliver at closing an affidavit that Seller is not a foreign person, then Buyer will withhold from the sales proceeds at closing an amount sufficient to comply with applicable tax law and deliver the amount withheld to the Internal Revenue Service (IRS), together with appropriate tax forms IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns.

B. This contract is to be construed in accordance with the laws of the State of Texas.

C. This contract contains the entire agreement of the parties and may not be changed except by written agreement.

D. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement

E. Buyer ☐ may ☐ may not assign this contract If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

F. Addenda which are part of this contract are. *(Check all that apply)*

- [X] (1) Property Description Exhibit identified in Paragraph 2,
- [ ] (2) Condominium Addendum,
- [X] (3) Financing Addendum,
- [X] (4) Commercial Property Condition Statement,
- [X] (5) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards;
- [ ] (6) Notice to Purchaser of Real Property in a Water District,
- [ ] (7) Addendum for Coastal Area Property,
- [ ] (8) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway; and
- [ ] (9) _____

23. TIME: Time is of the essence in this contract The parties require strict compliance with the times for performance If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the escrow agent receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, § 33 135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.

D. If the Property is located seaward of the Gulf Intracoastal Waterway, § 61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

E. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

Commercial Improved Contract Concerning HWY #271 AT EAST BUTLER STREET GILMER, TEXAS

F. If any apartments or other residential units are part of the Property and those units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws Buyer should seek experts to perform such services. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers

26. **CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts by 5 00 p m., in the time zone in which the Property is located, on NOVEMBER 15, 2002, the offer will lapse and become null and void.

This is a legally binding contract. READ IT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Buyer's Attorney	Seller's Attorney
Buyer	Seller
Buyer	Seller

AGREEMENT BETWEEN BROKERS

Listing Broker agrees to pay STEPHEN M. STEWART (Other Broker) a fee of $ _____ or 3 % of the sales price when the Listing Broker's fee is received Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers

TOM E. DAVIS 0139923 Other Broker License No.	STEPHEN M. STEWART 0254140 Listing Broker License No.
By: Tom E. Davis	By:
E. MARSHALL ST. GILMER, TEXAS Other Broker's Address	200 JEFFERSON ST. GILMER, TEXAS 75644 Listing Broker's Address
903-843-8888 903-843-6045 Phone Fax	Phone Fax

ESCROW RECEIPT

Escrow agent acknowledges receipt of.

☐ A. the contract on this day _____ (effective date),

☐ B. earnest money in the amount of $ _____ in the form of _____ on this day _____

Escrow Agent

By: _____

Address: _____

Phone Fax

FILED
REX A SHAW
COUNTY CLERK
02 NOV 15 PM 12:55
UPSHUR COUNTY, TX.
BY _____ DEPUTY

(TAR-1801) 11-5-99 TAR, P.O Box 2246, Austin, TX 78768-2246

This form was prepared with Formulator v3 0, 5480 Valmont Rd , Suite 200, Boulder CO 80301 800-336-1027

Russell

VOL. 63 PG 195

October 22, 2002

The Honorable Tim Cone
Upshur County Criminal District Attorney
Upshur County Justice Center
405 North Titus Street
Gilmer, Texas 75644

Opinion No. JC-0565

Re: Whether section 130.908 of the Local Government Code applies when an incumbent county commissioner is not renominated to office in a primary election, and related question (RQ-0540-JC)

Dear Mr. Cone:

You ask about section 130.908 of the Local Government Code, which requires commissioners court approval of a commissioner's expenditures "if a person other than [the] incumbent county commissioner is elected to the office of county commissioner of a county with a population of less than 50,000, during the time following the date the results of the official canvass of the election returns are announced." TEX. LOC. GOV'T CODE ANN. § 130.908 (Vernon 1999). We conclude that this provision applies after a person other than the incumbent commissioner has been elected to the office in the general election. We also conclude that it requires the commissioners court to preapprove the incumbent commissioner's commitment of county funds.

Section 130.908 provides as follows:

> *If a person other than an incumbent county commissioner is elected to the office of county commissioner* of a county with a population of less than 50,000, during the time *following the date the results of the official canvass of the election returns are announced,* the commissioners court must approve any expenditures by the incumbent county commissioner who was not reelected.

Id. (emphasis added). This provision was enacted in 1991 as House Bill 1057. A bill analysis explains that "some counties have a fiscal year budget that ends on September 30, rather than December 31. Because the terms of county commissioners end December 31, defeated incumbents in some counties have used the last three months of their term to spend all of the money in the new fiscal year budget." HOUSE COMM. ON COUNTY AFFAIRS, BILL ANALYSIS, Tex. H.B. 1057, 72d Leg., R.S. (1991). The purpose of the bill was to "require the commissioners court in a county with fewer than 50,000 people, to approve all spending by the incumbent county commissioner who was not reelected." *Id.*

RECEIVED
By

You first ask when section 130.908 applies. Specifically, you ask "[w]hether Section 130.908 . . . applies to an Incumbent County Commissioner that is not re-elected at the time of the Primary election or does it only apply to the General election."[1] We gather that you ask about an incumbent commissioner who was either defeated or did not run for his or her party's nomination for office in the primary election. You ask, in essence, whether section 130.908 applies once it is clear that an incumbent commissioner will not be reelected to office, or whether it applies only once a successor commissioner has been elected to office. We conclude that section 130.908 applies when a person other than the incumbent commissioner has been elected to the office in the general election.

We construe section 130.908 according to its plain language. *See Fitzgerald v. Advanced Spine Fixation Sys., Inc.*, 996 S.W.2d 864, 865 (Tex. 1999) ("[I]t is cardinal law in Texas that a court construes a statute, 'first, by looking to the plain and common meaning of the statute's words.'") (citing *Liberty Mut. Ins. Co. v. Garrison Contractors*, 966 S.W.2d 482, 484 (Tex. 1998)). According to its plain language, section 130.908 is not triggered merely by the certainty that an incumbent commissioner will not serve another term. Rather, the requirements of section 130.908 are triggered when "a person other than an incumbent county commissioner is elected to the office of county commissioner." TEX. LOC. GOV'T CODE ANN. § 130.908 (Vernon 1999). The time period for approval of the commissioner's expenditures begins "following the date the results of the official canvass of the election returns are announced." *Id.*

Section 130.908 will not apply until after the official canvass of the election returns for the office of county commissioner is announced following the general election. A person cannot be elected county commissioner as a result of a primary election. "A primary election is simply a means by which a political party nominates its candidate for the general election." *Moore v. Barr*, 718 S.W.2d 925, 927 (Tex. App.–Houston [14th Dist.] 1986, no writ). "[T]o be elected to a public office, a candidate must receive more votes than any other candidate for the office." TEX. ELEC. CODE ANN. § 2.001 (Vernon 1986). "A candidate cannot receive any votes unless the general election is held." *Moore*, 718 S.W.2d at 927. This is the case even if the person will run as an unopposed candidate in the general election, because chapter 2, subchapter C of the Election Code, which authorizes the governing body of a political subdivision to declare that an unopposed candidate has been elected to office, does not apply to elections for county officers. *See* TEX. ELEC. CODE ANN. § 2.051(a) (suchapter C does not apply to an election of county officers), (b)(2) (requirements for subsection (a) must be met) (Vernon Supp. 2002).

You also ask whether section 130.908 requires "prior approval of any expenditure by [an] incumbent County Commissioner who is not re-elected." Request Letter, *supra* note 1, at 1. Generally, a commissioners court expends county funds according to the county budget and it does so as a body. *See* TEX. LOC. GOV'T CODE ANN. chs. 111, 113 (Vernon 1999 & Supp. 2002). And, as a general matter, commissioners acting in their individual capacity do not have the authority to

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[1] *See* Letter from Honorable Tim Cone, Upshur County Criminal District Attorney, to Honorable John Cornyn, Texas Attorney General (Apr. 30, 2002) (on file with Opinion Committee) [hereinafter Request Letter].

VOL 63 PG 197

bind the county or to spend county funds. *See, e.g., Canales v. Laughlin*, 214 S.W.2d 451, 455 (Tex. 1948) ("individual commissioners have no authority to bind the county by their separate action"); Tex. Att'y Gen. Op. Nos. JC-0307 (2002) at 8-9 (commissioners court must approve claim, invoice, or bill acting as a body in a public meeting), JC-0100 (1999) (county commissioner serving as ex officio road commissioner lacks authority to make purchases binding on county). Section 115.021 of the Local Government Code directs that the commissioners court as a whole "shall audit and settle all accounts against the county and shall direct the payment of those accounts." TEX. LOC. GOV'T CODE ANN. § 115.021 (Vernon 1999); *see also id.* § 113.064(a) (in county with county auditor, auditor must approve each claim, bill, or account before the meeting of the commissioners court).

Section 130.908 provides that a commissioners court "must approve any expenditures by the incumbent county commissioner who was not reelected." TEX. LOC. GOV'T CODE ANN. § 130.908 (Vernon 1999). Given that the Local Government Code generally requires a commissioners court to approve county expenditures and payments of claims against the county, we conclude that section 130.908 contemplates a commissioners court's advance approval before an incumbent commissioner may commit county funds. *See City of Houston v. Clear Creek Basin Auth.*, 589 S.W.2d 671, 681 (Tex. 1979) ("It is apparent that in amending the statute, the legislature intended some change in the existing law, and this court will endeavor to effect the change."); *Am. Sur. Co. of N.Y. v. Axtell*, 36 S.W.2d 715, 719 (Tex. 1931) (legislature presumed to have intended some change to existing law when amendment was enacted and effect must be given to amendment). Furthermore, the statute, in using the word "must," makes such advance approval a mandatory duty. *See Helena Chem. Co. v. Wilkins*, 47 S.W.3d 486, 493 (Tex. 2001) ("While Texas courts have not interpreted 'must' as often as 'shall,' both terms are generally recognized as mandatory, creating a duty or obligation."); *Wright v. Ector County Indep. Sch. Dist.*, 867 S.W.2d 863, 868 (Tex. App.–El Paso 1993, no writ) ("The ordinary meaning of 'shall' or 'must' is of a mandatory effect, whereas the ordinary meaning of 'may' is merely permissive in nature."); *see also* TEX. GOV'T CODE ANN. § 311.016(3) (Vernon 1998) (the term "'must' creates or recognizes a condition precedent"). How a commissioners court will comply with that duty, such as by limiting appropriations or requiring advance approval of individual expenditures, will depend upon the county's spending procedures.

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:53
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 63 PG 198

CHARLES L. STILL
COUNTY JUDGE
P. O. BOX 790
GILMER, TEXAS 75644

(903) 843-4003
Fax: (903) 843-5492

Date: November 14, 2002

To: Secretary of State

512 475-2761

From: Charles L. Still
Upshur County Judge

Number of pages including cover sheet 2.

Comments:

Re: Statement of Officer for Upshur County's Interim County Engineer Kenneth Cline.
as per Tex. Const., art XVI, § 1(d) and (f)

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:52
UPSHUR COUNTY, TX.
BY
DEPUTY

VOL 63 PG 199

HP Fax Series 1020

Last Transaction Report
Name :
Fax Number :
Date&Time : Nov 14 2002 10:47am

Last Fax

Date	Time	Type	Identification	Duration	Pages	Result
Nov 14 2002	10:45:01am	Sent	4752761	00:01:15	02	Ok

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:52
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 63 PG 200

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Kenneth W. Cline, do solemnly swear (or affirm), that I will faithfully execute the duties for the office of Interim County Engineer of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before by affiant on this 15 day of November, 2002.

COMMISSIONERS COURT UPSHUR COUNTY, TEXAS (SEAL)

Signature of person Administering Oath

Charles L. Still
Printed Name

Upshur County Judge
Title

See Reverse Side for Instructions Revised August 1994

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:52
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 63 PG 201

INSTRUCTIONS

EXECUTION OF THE OATH OF OFFICE

Pursuant to Tex. Const. art. XVI, § 1 (e) and (f) (amended 1989), the Oath of Office may not be taken until a signed statement (Statement of Elected/Appointed Officer or Pre-Oath Statement) has been filed with the Secretary of State. The Statement is considered filed one it is received by this office.

Gubernatorial appointees who are appointed during a legislative session may not execute their Oath until after confirmation by the Senate. Tex. Const. art. IV, § 12.

ADMINISTRATION OF THE OATH OF OFFICE

The Oath of Office may be administered by anyone authorized under the provisions of Tex. Gov't Code Ann. § 602.006 (Vernon 1994). Commonly used officials include notaries public and judges.

The seal of the person administering the Oath should be visible. If the person is a notary public, Tex. Gov't code Ann. § 406.013 (Vernon 1990), requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods".

FILING OF THE OATH OF OFFICE

After their Statement of Officer has been properly fled, gubernatorial appointees, district judges, and district attorneys should file their Oaths of Office with the Secretary of State, Statutory Documents Section, P.O. Box 12887, Capitol Station, Austin, Texas 78711.

All other person should file their Oaths locally. Please check with the county clerk, city secretary or board/commission secretary for the proper filing location.

******PLEASE DIRECT ANY QUESTIONS REGARDING THE OATH OF OFFICE TO THE STATUTORY DOCUMENTS SECTION AT (512) 463-5654.******

VOL 63 PG 202

STATEMENT OF OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, Kenneth W. Cline, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Affiant's Signature

Interim County Engineer
Office

Gilmer, Upshur County, Texas
City and/or County

SWORN TO and subscribed before me by affiant on this 13 day of November, 2002.

Signature of Person Authorized to Administer Oaths/Affidavits

Charles L. Still
Printed Name

Upshur County Judge
Title

(Seal)

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:52
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 623 PG 223

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1 DATE November 6, 2002

Formal notice is hereby given that CLARA BYRD, whose principal address is 1396 Adelyn Road, Gilmer, TX, does hereby purpose to place a culvert within the ROW of County Road Adelyn. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of November, 2002. I, Clara Byrd, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Clara M Byrd

TELEPHONE: 903-734-4029

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 November 7, 2002, 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.

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 25 PM 12 52
UPSHUR COUNTY, TX.
BY DEPUTY

VOL 63 PG 204

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 _____ DAY OF _____, 2002.

_____
County Judge - Charles Still

_____
Commissioner, Precinct #1, Joe Orms

_____
Commissioner, Precinct #2, Tommy Stanley

_____
Commissioner, Precinct #3, Rick Jackson

_____
Commissioner, Precinct #4, Russell Green

VOL 63 PG 205

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1 DATE November 7, 2002

Formal notice is hereby given that Larry Hagler, whose principal address is #6 Silk Tree Road, Gilmer, TX , does hereby purpose to place a culvert within the ROW of County Road Silk Tree. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of November, 2002. I, Larry Hagler, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Larry Hagler

TELEPHONE: 903-720-3219

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 November 7, 2002, except as noted below:

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

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

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

VOL 63 PG 206

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 _____ DAY OF _____, 2002.

_____
County Judge - Charles Still

_____
Commissioner, Precinct #1, Joe Orms

_____
Commissioner, Precinct #2, Tommy Stanley

_____
Commissioner, Precinct #3, Rick Jackson

_____
Commissioner, Precinct #4, Russell Green

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:48
UPSHUR COUNTY, TX.
BY _____
DEPUTY

VOL 63 PG 207

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4 DATE October 10, 2002

Formal notice is hereby given that Brenda Horner whose principal address is 1221 Whitedogwood, Big Sandy, Texas 75755 does hereby propose to place a culvert within the ROW of County Road Whitedogwood.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or afer the 10th day of October, 2002.

I, Brenda Horner, hereby attest that I have read the conditions set forth in this application and understand it's contents.

NAME: x Brenda Horner

PHONE: 903-769-2137

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated October 10, 2002, 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, warnings 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 to 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.

VOL 63 PG 208

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will 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 the 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. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground
8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way be permit will be of a nature or composition that said line can be located with the sue of a standard locator device used in locating buried cables and pipe)
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 or boring or tunneling, the Commissioner 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 structures, 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_____DAY OF_____, 2002

County Judge

Commissioner Precinct # 1

Commissioner Precinct # 2

Commissioner Precinct # 3

Commissioner Precinct # 4

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:52
UPSHUR COUNTY, TX.
BY_____
DEPUTY

VOL 63 PG 209

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4 DATE 10-28-02

Formal notice is hereby given that Ricky Gipson whose principal address is 6271 Flying Squirrel Gilmer, TX does hereby propose to place a culvert within the ROW of County Road Flying Squirrel.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or afer the 28 day of October, 2002.

I, Rickie A. Gipson, hereby attest that I have read the conditions set forth in this application and understand it's contents.

NAME: Rickie A. Gipson

PHONE: 762-2471

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated October 28, 2002, 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, warnings 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 to 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.

VOL 63 PG 210

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will 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 the 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 All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.
8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way be permit will be of a nature or composition that said line can be located with the sue of a standard locator device used in locating buried cables and pipe.)
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 or boring or tunneling, the Commissioner 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 structures, 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_____DAY OF_____, 2002

County Judge

Commissioner Precinct # 1

Commissioner Precinct # 2

Commissioner Precinct # 3

Commissioner Precinct # 4

FILED
REX A SHAW
COUNTY CLERK
02 NOV 15 PM 12:52
UPSHUR COUNTY, TX.
BY_____
DEPUTY

VOL 63 PG 211

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2 DATE 11-4-02

Formal notice is hereby given that Scott Albright whose principal address is 757 Primrose Gilmer does hereby propose to place a culvert within the ROW of County Road Primrose.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or afer the 4 day of November, 2002.

I, Scott Albright, hereby attest that I have read the conditions set forth in this application and understand it's contents.

NAME: _____

PHONE: 797-6683

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated November 4, 2002, 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, warnings 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 to 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.

VOL 63 PG 212

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will 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 the 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 All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.
8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way be permit will be of a nature or composition that said line can be located with the sue of a standard locator device used in locating buried cables and pipe.)
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 or boring or tunneling, the Commissioner 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 structures, 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_____DAY OF_____, 2002

County Judge

Commissioner Precinct # 1

Commissioner Precinct # 2

Commissioner Precinct # 3

Commissioner Precinct # 4

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:52
UPSHUR COUNTY, TX.
BY_____
DEPUTY

VOL 63 PG 213

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4 DATE 11-13-02

Formal notice is hereby given that James Alton Steelman whose principal address is 2171 Jackrabbit, Gilmer does hereby propose to place a culvert within the ROW of County Road Jackrabbit.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or afer the 13 day of November, 2002.

I, J. A. Steelman, hereby attest that I have read the conditions set forth in this application and understand it's contents.

NAME: James Alton Steelman

PHONE: 797-2948 797-6490

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated November 13, 2002, 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, warnings 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 to 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.

VOL 63 PG 214

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will 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 the 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. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.
8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way be permit will be of a nature or composition that said line can be located with the sue of a standard locator device used in locating buried cables and pipe)
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 or boring or tunneling, the Commissioner 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 structures, 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_____DAY OF_____, 2002

_____
County Judge

_____
Commissioner Precinct # 1

_____
Commissioner Precinct # 2

_____
Commissioner Precinct # 3

_____
Commissioner Precinct # 4

FILED
REX A SHAW
COUNTY CLERK
02 NOV 15 PM 12:52
UPSHUR COUNTY, TX.
BY_____ DEPUTY

VOL 63 PG 215

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, CINDY ACKER, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, and in order to have a hayride it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as 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) To leave on FM 1650; go down Nuthatcher to Martin Road and return on Mockingbird.

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 having a hayride from its lands location in Precinct No. 1, Upshur County.

4.

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

5.

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

6.

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

VOL 63 PG 216

Cindy Acker
First Party Signature

510 Holly Rd.
Street or Box

Gilmer, TX 75644
City, State and Zip Code

903-734-7049
Telephone

~~Timber Tract~~

10/31/02
Date Signed

cl
County Judge - Charles Still

Commissioner, Prec. 1 - Joe Orms

Tommy Stanley
Commissioner, Prec. 2 - Tommy Stanley

Commissioner, Prec. 3 - Rick Jackson

Commissioner, Prec. 4 - Russell Green

Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:48
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 63 PG 217

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Ward Timber Co, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. ____, 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) Dahlia 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 removing logs from its lands location in Precinct No. 2, Upshur County.

4.

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

5.

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

6.

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

VOL 63 PG 218

Hard Timber Co
By: Mark W. Wilson
First Party Signature

P.O. Box 360
Street or Box

Linden Tx 75563
City, State and Zip Code

903-756-7700
Telephone

Dana Wilson
Timber Tract

11-5-02
Date Signed

County Judge - Charles Still

Commissioner, Prec. 1 - Joe Orms

Commissioner, Prec. 2 - Tommy Stanley

Commissioner, Prec. 3 - Rick Jackson

Commissioner, Prec. 4 - Russell Green

Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:48
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 63 PG 219

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Hwy 155 N turn on Rudolph, turn Fairlight-Mc-Nett, appx ½ mile

2.

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

3.

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

4.

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

5.

First Party agrees to POST SURETY BOND in the amount of $ ——— to Upshur County Commissioner's Court to insure performance of agreement.

6.

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

Christen Johnston
First Party Signature

P.O. Box 1383
Street or Box

Diana 75644
City, State and Zip Code

762-1860
Telephone

Timber Tract

11-14-02
Date Signed

County Judge

Commissioner # 1

Commissioner # 2

Commissioner # 3

Commissioner # 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:52
BY
UPSHUR COUNTY, TX.
DEPUTY

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

VOL 63 PG 220

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) FM 2088 Turn left on Flying Squirrel appx 1 mile.

2.

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

3.

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

4.

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

5.

First Party agrees to POST SURETY BOND in the amount of $ — to Upshur County Commissioner's Court to insure performance of agreement.

6.

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

Doug Mayo
First Party Signature

HC 74 Box 100
Street or Box

Wright City, OK 74766
City, State and Zip Code

580-981-1506
Telephone

—
Timber Tract

11-13-02
Date Signed

County Judge

Commissioner # 1

Commissioner # 2

Commissioner # 3

Commissioner # 4

Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 15 PM 12:52
UPSHUR COUNTY, TX.
BY
DEPUTY

VOL 63 PG 221

ATTENDANCE SIGN-IN SHEET
LOCATION: UPSHUR COUNTY LIBRARY ANNEX
DATE: _____, 2000

1. Joe Ferguson	1. Gilmer
2. Myra Harris	2. Gilmer
3. Mac Overton	3. Mineola
4. Billy Thompson	4. Gilmer
5. Frankie Hamberlin	5. Gilmer
6. Teena Henson	6. Gilmer
7. Beverly Mayhan	7. Tyler Law Office
8. Dean Fowler	8. Gilmer
9. Carolyn Perry	9. Gladewater
10. Joan Small	10. Chamber
11. David Kaye	11. UCEMS
12. Mike Kyle	12. Constable Pct 4
13. Joyce Morrison	13. Gilmer
14. Kenneth W Cline	14. County Engineer
15. JAMES W. EITEL	15. PRITCHETT
16.	16.
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VOL 63 PG 222

VOL 63 PG 142

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
FRIDAY, NOVEMBER 15, 2002, 9:00 AM, REGULAR SESSION
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

FILED
REX A. SHAW
COUNTY CLERK
02 NOV 12 AM 9:00
UPSHUR COUNTY, TX.
BY _____ DEPUTY

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take action.
3. Consider approval of expenditures.
4. Accept financial statements.
5. Consider approval of accounts payable and take action.
6. Consider approval of any payroll changes and take action.
7. Accept payroll register.
8. Approve Treasurer's monthly report.
9. Discuss direct deposit payroll items and take any action necessary.
10. Consider the approval of a payroll change in the District Clerks Office.
11. Consider making a contact with East Texas Medical Center for Ambulance Service.
12. Consider bids on property foreclosed for delinquent taxes.
13. Consider current bid on rock building and take any action necessary.
14. Bring back Item #16 tabled at the Commissioners Court Meeting on October 15, 2002 "Discuss and take action on donating County equipment to the City of Big Sandy for the School Resource Officer"
15. Accept for recording a bond for Jeffrey Christopher Pears as Deputy Constable Reserve.
16. Accept for recording letter from Tim Cone concerning Attorney General respond to JC-0565.
17. Approve applications for use of Upshur County roads and right of way.

Charles L. Still
County Judge
Upshur County Judge

This above and foregoing is a true and correct copy of the original on file in this office.

County Clerk
Upshur County, Texas

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ATTENDANCE SIGN-IN SHEET

LOCATION: UPSHUR COUNTY LIBRARY ANNEX

DATE: 11-13-, 2003

1. Kenneth W. Cline	1.
2. Tony Ratcliffe	2.
3. Mack Alberton	3. Mirror
4. Bill Thompson	4. LV news
5. Myra Harris	5. Gilmer
6. Mayor	6.
7. Pam Long	7.
8. Joe Ferguson	8. Own Ed
9. Mike Collette	9. Twin Paper
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FILED
REX A SHAW
COUNTY CLERK
02 NOV 13 PM 12:21
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 63 PG 140

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11/13/02 Dept. 611 R&B

Employee Kenneth Cline

Social Security No. _____ Emp. ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		
		$60,000.00 Year	

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: Interim Engineer

FILED
02 NOV 13 PM 2:21
BECKY SHAW
COUNTY CLERK
UPSHUR COUNTY, TEXAS
BY _____ DEPUTY

Authorized by:

Approved by: Date: 11-13-02

BP-G1503

JUDGE CHARLES STILL

COMMISSIONER JOEY ORMS

COMMISSIONER TOMMY STANLEY

COMMISSIONER RICK JACKSON

COMMISSIONER RUSSELL GREEN