VOL 64 PG 969

NOTICE OF MEETING

COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
FRIDAY, AUGUST 15, 2003, 9:00 AM, REGULAR SESSION
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

AGENDA

FILED
ROBIN RODENBERG
CO. CLERK
03 AUG 11 PM 4:49
UPSHUR COUNTY, TX.
BY _____ DEPUTY

1. Consider and take action on approval of:
   - A. Minutes of the previous meeting;
   - B. Budget amendments;
   - C. Payroll changes;
   - D. Payroll register;
   - E. Treasurer's monthly report;
   - F. Financial statements;
   - G. Accounts payable;
   - H. Applications for use of Upshur County roads and right of way;
   - I. Application for Filling Abandoned Well;
   - J. Accept for recording purposes only the list of Election Judges and Alternate Election Judges; and
   - K. Accept for recording any and all Bonds, Oaths, Deputations and Certificates.

2. Consider bids on property foreclosed for delinquent taxes and take action.

3. Discuss and take necessary action on request by County Clerk to disburse funds out of the Surplus Funds from Election Service Contracts under the Texas Election Code, § 31.003 for purchase of supplies related to preservation of voting precinct maps.

4. Discuss and take necessary action regarding payroll date for last payroll in November 2003.

5. Discuss and take necessary action regarding approval of an Interlocal Agreement between the City of Ore City and Upshur County with reference to road maintenance.

6. Discuss and take action on request made by James Daniels, President of the Historic Upshur Museum, to proclaim September 20, 2003 as Ray Price Day in Upshur County.

7. Hear from Rayfield Sparks and take necessary action concerning proposals for the rock building.

8. Court will go into EXECUTIVE SESSION as authorized by V.T.C.A. 551.074(a)(1) to discuss personnel matters.

9. Court will re-convene into open session and take any action necessary regarding personnel matters.

Dean Fowler
Upshur County Judge

VOL 164 PG 970

UPSHUR COUNTY COMMISSIONER'S COURT

AUGUST 15, 2003

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

1. A. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO APPROVE THE MINUTES OF THE PREVIOUS MEETING DATED JULY 31, 2003. MOTION CARRIED. COPY ATTACHED.

1. B. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO APPROVE THE BUDGET AMENDMENTS. MOTION CARRIED. COPY ATTACHED.

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

GLENDA COX – COUNTY CLERK'S OFFICE – INTRO PERIOD ENDED
BRAD WILBURN – COUNTY JAIL – RE – HIRED AS DISPATCHER

MOTION CARRIED. COPIES OF ALL CHANGES ATTACHED.

1. D. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO ACCEPT THE PAYROLL REGISTER. MOTION CARRIED. COPY ATTACHED.

1. E. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO ACCEPT THE TREASURER'S MONTHLY REPORT.MOTION CARRIED. COPY ATTACHED.

1. F. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO RECORD THE FINANCIAL STATEMENTS FOR MONTH ENDING JULY 31, 2003. MOTION CARRIED, COPY OF FINANCIAL STATEMENTS ON FILE IN THE COUNTY CLERK'S OFFICE.

1. G. MOTION BY JOEY ORMS SECONDED BY BUDDY FERGUSON TO APPROVE ACCOUNTS PAYABLE. MOTION CARRIED.

MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO GIVE PERMISSION TO THE TREASURE'S OFFICE TO PAY THE FIMA GRANT AND THE SHARON WATER GRANT AND TO INCLUDE IT IN THE ACCOUNTS PAYABLE. MOTION CARRIED.

JURY LISTS PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

1. H. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO ACCEPT THE FOLLOWING APPLICATIONS FOR THE USE OF COUNTY ROADS AND RIGHT-OF-WAYS.

EASEMENT AGREEMENT BETWEEN UPSHUR COUNTY AND ROBERT AND RICHELLE WESSMAN FOR THE EXPANSION, CONSTRUCTION AND MAINTENANCE OF SOUTH RIVER ROAD.MOTION CARRIED.COPY ATTACHED.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY WOODLANDS FOREST SERVICE TO HAUL ON DIAL ROAD AND RIVER OAK ROAD.MOTION CARRIED, COPY ATTACHED.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY FLUID DISPOSAL SPECIALISTS TO HAUL ON CHINABERRY ROAD. MOTION CARRIED. COPY ATTACHED.

LETTER AGREEMENT BETWEEN UPSHUR COUNTY AND ANNIE JONES. MOTION CARRIED. COPY ATTACHED.

LETTER AGREEMENT BETWEEN UPSHUR COUNTY AND D.W. JONES. MOTION CARRIED.COPY ATTACHED.

PERMIT APPLICATION SUBMITTED BY JOHN PONTELLO TO PLACE A CULVERT WITHIN ROW OF CHERRY RD. MOTION CARRIED.COPY ATTACHED.

PERMIT APPLICATION SUBMITTED BY ED CARTER TO PLACE A DRIVEWAY WITHIN ROW OF COUNTY ROAD 1063 CATALPA.MOTION CARRIED.COPY ATTACHED.

PERMIT APPLICATION SUBMITTED BY DARREN SMITH TO PLACE A CULVERT WITHIN ROW OF TEAL ROAD. MOTION CARRIED. COPY ATTACHED.

PERMIT APPLICATION SUBMITTED BY CLIFTON HOLMES TO PLACE A CULVERT WITHIN ROW OF MYRTLE ROAD. MOTION CARRIED. COPY ATTACHED.

MOTION CARRIED ON ALL THE ABOVE AND COPIES OF ALL ATTACHED.

1. I. MOTION BY BUDDY FERGUSON SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING APPLICATION FOR FILING AN ABANDONDED WELL APPLICATION SUBMITTED BY JOHN MELVIN DODD. WELL LOCATED AT 1158 BOXWOOD.MOTION CARRIED. COPY OF APPLICATION ATTACHED.

1. J. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING PURPOSES THE AMENDED LIST OF ELECTION JUDGES AND ALTERNATE JUDGES. MOTION CARRIED. COPY OF LIST ATTACHED.

NO BONDS OR OATHS, DEPUTATIONS OR CERTIFICATES WERE SUBMITTED FOR RECORDING.

2. MOTION BY BUDDY FERGUSON SECONDED BY RICK JACKSON TO TABLE THE BID ON THE 1 ACRE WITH A HOUSE ON 155 AND JONES LOOP. COMMISSIONER'S NEED MORE TIME TO LOOK AT THE LAND.

MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO REJECT THE BID ON 3.42 ACRES ON WILLETT ROAD. MOTION CARRIED.

3. MOTION BY BUDDY FERGUSON SECONDED BY RICK JACKSON TO APPROVE THE EXPENDITURES OUT OF THE SURPLUS FUNDS FROM THE ELECTION SERVICE CONTRACTS FOR PRESERVATION OF VOTING PRECINCT MAPS. MOTION CARRIED. COPY OF LETTER FROM COUNTY CLERK ATTACHED.

4. MOTION BY BUDDY FERGUSON SECONDED BY JOEY ORMS TO ALLOW FOR THE LAST PAYROLL OF THE MONTH FOR NOVEMBER 2003 TO BE ON NOVEMBER 26TH, 2003. MOTION CARRIED.

5. MOTION BY BUDDY FERGUSON SECONDED BY RICK JACKSON TO RE-ENTER THE INTERLOCAL AGREEMENT BETWEEN UPSHUR COUNTY AND ORE CITY. MOTION CARRIED. COPY ATTACHED.

6. MOTION BY RICK JACKSON SECONDED BY GARY DRENNAN TO PROCLAIM SEPTEMBER 20, 2003 AS RAY PRICE DAY IN UPSHUR COUNTY. MOTION CARRIED.

7. NO ACTION TAKEN ON REQUEST FROM RAYFIELD SPARKS CONCERNING PROPOSALS FOR THE ROCK BUILDING. MR. SPARKS WAS NOT PRESENT IN COURT.

8. COURT WENT INTO EXECUTIVE SESSION @ 9:25 AM.

9. COURT RE-CONVENED INTO OPEN SESSION @ 11:35 AM.
NO ACTION TAKEN ON EXECUTIVE SESSION.

MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO ADJOURN.
MOTION CARRIED.

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JUDGE DEAN FOWLER

COMMISSIONER JOEY ORMS

COMMISSIONER JOE "BUDDY" FERGUSON

COMMISSIONER RICK JACKSON

COMMISSIONER GARY DRENNAN

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We hereby amend the Upshur County budget for the fiscal year 2003 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Section 111.010.

The 2003 Upshur County budget is hereby so amended and we find and declare that a grave emergency and public necessity exists to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original 2003 budget as adopted.

A copy of this Order is to be filed with the County Clerk and attached to the budget originally adopted for 2003.

Signed on this 15th day of August, 2003.

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Passed and approved by the Commissioners Court of Upshur County on the 15th day of August, 2003 as the same appears on file in the office of the County Clerk of Upshur County.

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UPSHUR COUNTY

BUDGET AMENDMENTS

The following budget amendments were approved on this the 15th day of August, 2003

DEAN FOWLER, County Judge

Joey Orms, Commissioner, Pct. 1

JOE FERGUSON, Comm. Pct. 2

Rick Jackson, Comm. Pct. 3

GARY DRENNAN Comm. Pct. 4

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FY 2003 August 15, 2003			LINE ITEM TRANSFER BUDGET AMENDMENTS		
FROM			TO		
	Adult Probation			**Commissioners Court**	
10-570-5450	Office Supplies	$ 410.63	10-401-1900	Salary Supplements	$ 408.34
			10-401-3010	Office Supplies	$ 2.29
	County Clerk			**County Clerk**	
10-403-1200	Salary Regular	$ 1,309.55	10-403-1300	Parttime Employees	$ 1,309.55
	Non-Departmental			**Non-Departmental**	
10-409-5100	Contract Services	$ 7,853.99	10-409-4140	Delinquent Tax Atty	$ 7,418.99
			10-409-4175	Postmortem	$ 435.00
	Non-Departmental			**Telecommunications**	
10-409-5100	Contract Services	$ 6,779.27	10-410-4330	Local Telephone	$ 6,608.05
			10-410-4335	Long Distance	$ 171.22
	Computer			**Computer**	
10-411-1200	Salary Regular	$ 130.00	10-411-1900	Salary Supplements	$ 130.00
	115th District Ct			**County Court**	
10-435-4125	Capital Murder Trial Exp	$ 1,250.00	10-426-4015	Sub Ct Reporter	$ 900.00
			10-426-4100	Senate 7 bill Appts	$ 350.00
	115th District Ct			**115th District Ct**	
10-435-4125	Capital Murder Trials	$ 232.90	10-435-3010	General Office	$ 172.90
			10-435-4011	Grand Jury	$ 60.00
	JP #1			**JP #1**	
10-451-4015	Sub Ct Reporter	$ 85.00	10-451-4600	Dues	$ 85.00
	County Treasurer			**County Treasurer**	
10-497-1300	Salary Part time	$ 1,737.43	10-497-1200	Salary Regular	$ 1,737.43
	County Buildings			**County Buildings**	
10-510-4480	Labor	$ 1,105.39	10-510-3100	Uniforms	$ 229.49
	CJ Annex		10-510-3200	Gasoline	$ 182.50
10-514-5100	Facilities Improvement	$ 4,117.21	10-510-3380	Misc Exp	$ 795.40
			10-510-3440	Repairs	$ 246.72
			10-510-4300	Electricity	$ 2,508.07
			10-510-4310	Water, sewer	$ 1,260.42
	C. J. Annex			**C. J. Annex**	
10-514-5100	Facilities Improvement	$ 240.07	10-514-3380	Misc Exp	$ 32.47
			10-514-3480	Janitorial Supplies	$ 207 60
	County Sheriff			**County Sheriff**	
10-560-3380	Misc Exp	$ 945.41	10-560-3010	Office Supplies	$ 231.75
10-560-4230	Bonds	$ 186.11	10-560-3200	Gasoline	$ 422.36
			10-560-4470	Comm Maint	$ 312.31
			10-560-4480	Labor	$ 165.10
	County Jail			**County Jail**	
10-565-3420	Vehicle repair	$ 2,928.66	10-565-1300	Parttime Employees	$ 648.75
			10-565-3010	General Office	$ 13.49
			10-565-3125	Prescriptions	$ 674 22
			10-565-4860	Prisoner Medical	$ 1,592.20

	DPS			**DPS**	
10-580-5800	Radar	$ 39.51	10-580-3380	Other Operating	$ 39.51
	C. J. Annex			**Indigent Health**	
10-514-5100	Facilities Improvement	$ 1,811.69	10-642-4801	Physician	$ 27.28
			10-342-4802	Prescriptions	$ 1,410.49
			10-642-4803	Hospital	$ 373.92
	Library			**Library**	
10-650-1200	Salary Regular	$ 266.51	10-650-1300	Parttime Employees	$ 266.51
	Extension service			**Extension Service**	
10-665-4520	Mileage	$ 49.40	10-665-5200	Computer Equipt	$ 49.40
	C. J. Annex			**Waste Disposal**	
10-514-5100	Facilities Improvement	$ 1,027.79	10-685-4495	Other Contract Serv	$ 1,027.79
	Road & Bridge			**Road & Bridge**	
15-611-4700	Equipt Lease	$ 541.04	15-611-3010	Office Supplies	$ 10.80
			15-611-4310	Water, sewer	$ 56.91
			15-611-4330	Local Telephone	$ 473.33
		$ 33,047.56			$ 33,047.56
	Reserves			**Insurance**	
		$ 82,024.93	86-400-2900	Claims	$ 82,024.93
			86-400-2930	Premiums	

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-9-2003 Dept. 403

Employee Glenda Cox

Social Security No. 454-70-5313 Emp. ID# 1224

X	CHANGES(S)	FROM	TO
	Grade Step	8,1	8,2
	Rate	798.25 sm	811.13 sm
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments:

Authorized by Robert Rockwell 8-7-2003

Approved by: Date:

BP-G1503

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 08/08/03 Dept. 565/Co. Jail

Employee Brad Wilburn

Social Security No. _____ Emp. ID# 895

X	CHANGES(S)	FROM	TO
	Grade Step	13,6	
	Rate	$1030.00 $/m	
	Department		
	Position	Dispatcher	

	REASON(S) FOR THE CHANGE(S)		
	Hired	X	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.

Kenneth Talley position

Authorized by: [signature] 8/6/03

Approved by: _____ Date:

BP-G1503

EMPLOYEE ID & NAME . . . . . .

TOTALS -- ALL DEPARTMENTS

Total # of Employees:	212
Total # of Checks:	122
Total # of DD Stubs	90
Total # of Prenotes	4

PAY COMPONENTS		
TYPE	CURR	YTD
411	50 00	750 00
BAIL/H	0 00	736 30
BALIFF	495 69	7,435 35
CTFEES	0 00	2,675 17
CTSECU	50 00	750 00
DA/32	0 00	0.00
FLAT	4,317 35	0 00
H	11,458.92	89,664 99
JUV	200 00	3,000 00
LAWLIB	64 38	965 70
LONG	1,490.00	21,354 00
PROB	18,900 50	283,507 50
PROB/H	644 00	8,924 00
PROB/O	1,750 00	15,968 75
SAL	183,531.08	606,768 20
SAL-J	7,136.00	107,040 00
SAL-M	469 14	7,037 10
SAL/91	0.00	0 00
SIAI	62.50	937 50
STATE	1,202 28	16,790 41
SUPP	208.34	3,125 10
COMP	0 00	0.00
HOLIDA	0 00	0 00
SICK	0 00	-107 19
SICK/H	11.90	68 43
VAC	0.00	-95 98
VAC/H	0.00	154 70

EMPLOYER - PAID --CONTRIBUTIONS --		
TYPE	TXBL	AMOUNT
FICA	13915.30	
INCCL	4169 20	
INLCO	68 85	
MDCR	3254.34	
RET	21148 42	

	CURR	QTD	YTD
GROSS	232,030 18	676,337 75	3197231 76
125AH	152 29	449 99	2332 09
125CL	325.13	975 39	4475 17
125CO	5,173 83	15,702 27	72462 31
125FC	135 95	407 85	2039 25
125NF	502 26	1,506 78	5306 00
125TL	106.33	318 99	2023 25
125UN	1,195 35	3,586 05	14412 35
DEFCO	262.21	786 63	3808 15
INSPF	285.97	857 91	3220 41
RET	15,632 65	45,632 71	219172 23
VALIC	220 00	660 00	3637 50
NET TXBL	208,324 18	606,311 09	2867563 46
FED W/H	17,817 83	50,399 87	250258 92
FICA TXBL	224,439.04	653,390 43	3094181 34
FICA	13,915 30	40,510 38	191840 46
MEDICARE	3,254 34	9,474 09	44865 50
EIC	0 00	0 00	0 00
1012	88 00	264 00	1320 00
1088	97.50	292 50	682 50
1112	159 94	779 82	4499 10
1Q31	300 00	900 00	4500.00
791	162 50	487 50	2437 50
878	243.57	730 71	3653 55
ALLTEL/PCA	0 00	0 00	0 00
INSAH	9 85	29 55	49 25
INSCL	20.60	61 80	699 20
INSCO	687.97	2,063 91	12203 91
INSDL	0 00	0 00	0 00
INSFC	13 20	39 60	198 00
INSNF	55 45	166 35	314 25
INSTL	99 58	298 74	2066 20
IRS	0.00	0 00	0 00
OTH	424 00	1,272 00	6234 00
PETP	1,872 50	5,617 50	31623 62
PFNB	2,060.00	6,180 00	30475 00
PONB	735.00	2,205 00	10822 50
POSB	0 00	0 00	60 00
SUP10	125.00	375 00	1935 00
SUPP9	105 00	315 00	1575 00
TRUSTEE/2	100 00	300 00	1500 00
NET PAY	165,691.08	482,689 86	2260529 59

Check #13541 - #13662
Direct Deposit Check #130081000 - #130081089

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UPSHUR COUNTY TREASURER
THE SOFTWARE GROUP, INC

PAYROLL SYSTEM V 9.0.4
ESCROW CHECK PAYMENT REGISTER

14 25 13 12 AUG 2003
PAGE 1

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
123094-APC	08/15/03	UPSHUR COUNTY INSURANCE ACCOUNT	4,238 05
123095-APC	08/15/03	NATIONWIDE RETIREMENT	262.21
123096-APC	08/15/03	FIRST NATIONAL BANK GILMER	34,339 28
123097-APC	08/15/03	FIRST NATIONAL BANK GILMER	17,817 83
123098-APC	08/15/03	HEALTHFIRST TPA	1,195.35
123099-APC	08/15/03	UPSHUR COUNTY IRC/125	502 26
123100-APC	08/15/03	UPSHUR COUNTY IRC/125	135 95
123101-APC	08/15/03	UPSHUR COUNTY IRC/125	152 29
123102-APC	08/15/03	UPSHUR COUNTY IRC/125	106.33
123103-APC	08/15/03	UPSHUR COUNTY IRC/125	325 13
123104-APC	08/15/03	UPSHUR COUNTY IRC/125	5,173 83
123105-APC	08/15/03	ATTORNEY GENERAL OF TEXAS	424 00
123106-APC	08/15/03	EAST TEXAS PROFESSIONAL	1,872 50
123107-APC	08/15/03	FIRST NATIONAL BANK	2,060 00
123108-APC	08/15/03	GILMER NATIONAL BANK	735.00
123109-APC	08/15/03	UPSHUR COUNTY INSURANCE ACCOUNT	687.97
123110-APC	08/15/03	OFFICE OF THE ATTORNEY GENERAL	125 00
123111-APC	08/15/03	TXCSDU	243 57
123112-APC	08/15/03	TXCSDU	162 50
123113-APC	08/15/03	OFFICE OF THE ATTORNEY GENERAL	159.94
123114-APC	08/15/03	TXCSDU	88.00
123115-APC	08/15/03	GREGG COUNTY DISTRICT CLERK	-300.00
123116-APC	08/15/03	BECKY GARRETT	97 50
123117-APC	08/15/03	SHARON KEMP #0539655371	105.00
123118-APC	08/15/03	MICHAEL GROSS	100 00
123119-APC	08/15/03	VALIC	220 00
Total for All Payments -			71,629.49

COUNTY JUDGE, DEAN FOWLER

COMMISSIONER PCT#3, RICK JACKSON

COMMISSIONER PCT#1, JOE ORMS

COMMISSIONER PCT#4, GARY DRENNAN

COMMISSIONER PCT#2, JOE E. FERGUSON

TREASURER'S MONTHLY REPORT

By Myra Harris, County Treasurer
July 1 thru July 31, 2003

	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Acct	$ 6,758,810.80	$ 567,475.24	$ 672,538.00		$ 408,502.90	$ 6,245,245 14	$ 1,285,000.00	$ 760,000 00	$ 38,205.06	$ 6,207,040.08	$ 6,245,245.14
Insurance Acct	$ 1,315.03	$ 36,651.25	$ 132,940.22	$ 99,031.37		$ 4,057.43			$ 4,057.43		$ 4,057.43
IRC125 Acct	$ 1,000.00	$ 12,965.48	$ 12,965.48			$1,000.00	$ -	$ -	$1,000.00	$ -	$1,000.00
Ins. Clearing	$10,429.59	$ 75,127.72	$ 69,693.16		$ 10,031.37	$5,832.78	$ -	$ -	$5,832.78	$ -	$5,832.78
Payroll Clearing	$1,000.00	$ -	$ 319,502.90	$ 319,502.90		$1,000.00			$1,000 00		$1,000.00
Disaster Grant	$0.00	$12,917.92	$7,908.00			$5,009.92			$5,009.92		$5,009.92
Sharon Water Grant	$0.00	$0.00	$0.00			$0.00			$0.00		$0.00
Totals	$ 6,772,555.42	$ 705,137.61	$ 1,215,547.76	$ 418,534.27	$ 418,534.27	$ 6,262,145.27	$ 1,285,000.00	$ 760,000.00	$ 55,105 19	$ 6,207,040.08	$ 6,262,145.27

INDEBTEDNESS

1997 Certificate of Obligations	$ 2,940,000.00
Bank Property (Reissued @4 5147%) GNB	$ 60,419.95
Upshur County R&B/Reclaimer	$ 131,590.36
TOTAL INDEBTEDNESS	$3,132,010.31

The above information is found to be true and correct.

County Judge, Dean Fowler

Commissioner, Pct. #1, Joey Orms

Commissioner, Pct. #3, Rick Jackson

Commissioner, Pct. #2, Joe E. Ferguson

Commissioner, Pct. #4, Gary Drennan

Myra Harris, County Treasurer

Submitted under the provision of the Local Government Code Section 114.026

Investment Register on back

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UPSHUR COUNTY INVESTMENT ACTIVITY FOR JULY, 2003

CD#	ACCOUNT	AMOUNT	PURCHASED	%RATE	MATURITY	DAYS	EARNED INTEREST
35075	Tobacco	$719,151 85	7-Oct-02	4.50	7-Oct-03	12 months	$2,659.88
35108	Available School	$30,684.93	22-Nov-02	4.25	15-Oct-03	327	$107.19
35138	Operating	$200,000.00	10-Jan-03	4 25	15-Jul-03	186	$815 07
35139	Operating	$300,000.00	10-Jan-03	4 25	31-Jul-03	202	$1,781.51
35298	Operating	$450,000.00	27-Jan-03	4 25	29-Aug-03	214	$1,571.92
35165	Operating	$400,000 00	30-Jan-03	4.25	15-Aug-03	197	$1,397.26
35166	Operating	$500,000 00	30-Jan-03	4.25	30-Sep-03	243	$1,746.58
35302	Operating	$500,000 00	31-Jan-03	4.25	15-Sep-03	227	$1,746.58
35464	Operating	$200,000.00	30-May-03	1.73	15-Jul-03	46	$436.05
35465	Operating	$500,000 00	30-May-03	1.93	15-Oct-03	138	$793.15
35466	Operating	$500,000.00	30-May-03	1.93	31-Oct-03	154	$793.15
35467	Operating	$500,000 00	30-May-03	1 98	26-Nov-03	180	$813.70
35468	Permanent School	$1,134,499 36	30-May-03	1.98	26-Nov-03	180	$1,846.28
35469	Available School	$195,306 81	30-May-03	1 93	15-Oct-03	138	$309 82
35493	Operating	$300,000 00	10-Jun-03	1.94	14-Nov-03	157	$478.36
35572	Operating	$300,000 00	30-Jun-03	1 49	31-Jul-03	31	$379.64
35576	Operating	$125,000 00	7-Jul-03	1 50	31-Jul-03	24	$123 29
35580	Operating	$160,000.00	15-Jul-03	1.49	31-Jul-03	16	$104.50
35581	Operating	$100,000 00	15-Jul-03	1.59	14-Aug-03	30	$0.00
35536	Operating	$375,000 00	31-Jul-03	1 53	15-Aug-03	15	$0.00
	TOTALS	$7,489,642 95					$17,903.93

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UPSHUR COUNTY

THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM

Approved Disbursements
Checking Account(s) APCA FNB INS FNB.125 DIS
Disbursements Made from 07/31/03 thru 08/14/03

14 Aug 2003

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Check #....	HC	Date ...	Vendor..... ..	Check Amount	Invoice Amts	Invoice Descriptions..... ....
122832-APCA		07/31/03	UPSHUR COUNTY INSURANCE ACCO	$4,238.05	$4,238.05	CSCD-INS CLAIMS, EMP. INS. COSTS
122833-APCA		07/31/03	NATIONWIDE RETIREMENT	$262.21	$262.21	ENTITY#52039 PAYROLL DEDUCTIONS
122834-APCA		07/31/03	FIRST NATIONAL BANK GILMER	$32,741.38	$32,741.38	FICA; MEDICARE PAYROLL DEDUCTIONS
122835-APCA		07/31/03	FIRST NATIONAL BANK GILMER	$16,224.21	$16,224.21	WITHHOLDING PAYROLL DEDUCTIONS
122836-APCA		07/31/03	HEALTHFIRST TPA	$1,195.35	$1,195.35	125/HEALTHCARE REIMBURSEMENT
122837-APCA		07/31/03	UPSHUR COUNTY IRC/125	$502.26	$502.26	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
122838-APCA		07/31/03	UPSHUR COUNTY IRC/125	$135.95	$135.95	125/AFLAC PAYROLL DEDUCTION
122839-APCA		07/31/03	UPSHUR COUNTY IRC/125	$148.85	$148.85	125/AMERICAN HERITAGE PAYROLL DEDUCTION
122840-APCA		07/31/03	UPSHUR COUNTY IRC/125	$106.33	$106.33	125/TRANSPORT LIFE PAYROLL DEDUCTION.
122841-APCA		07/31/03	UPSHUR COUNTY IRC/125	$325.13	$325.13	125/CENTRAL UNITED PAYROLL DEDUCTION
122842-APCA		07/31/03	UPSHUR COUNTY IRC/125	$5,264.22	$5,264.22	125 DEPENDENT INS. PREMIUMS/PAYROLL
122843-APCA		07/31/03	ATTORNEY GENERAL OF TEXAS	$424.00	$424.00	MULTIPLE PAYORS
122844-APCA		07/31/03	EAST TEXAS PROFESSIONAL	$1,872.50	$1,872.50	ETPCU/PAYROLL SAVINGS PLAN
122845-APCA		07/31/03	FIRST NATIONAL BANK	$2,060.00	$2,060.00	FNB/PAYROLL SAVINGS PLAN
122846-APCA		07/31/03	GILMER NATIONAL BANK	$735.00	$735.00	GNB/PAYROLL SAVINGS PLAN
122847-APCA		07/31/03	POLICE AND FIREMEN'S INS ASS	$571.75	$571.75	#0004212440-2 UP. CO. SHERIFF DEPT
122848-APCA		07/31/03	UPSHUR COUNTY INSURANCE ACCO	$687.97	$687.97	DEPENDENT INS. PREMIUMS/PAYROLL
122849-APCA		07/31/03	OFFICE OF THE ATTORNEY GENER	$125.00	$125.00	JOEY YOUNG
122850-APCA		07/31/03	TXCSDU	$243.57	$243.57	N0059329?5
122851-APCA		07/31/03	TXCSDU	$162.50	$162.50	N0059328?4
122852-APCA		07/31/03	OFFICE OF THE ATTORNEY GENER	$309.94	$309.94	N0059329?4
122853-APCA		07/31/03	TXCSDU	$88.00	$88.00	N0059329?9
122854-APCA		07/31/03	GREGG COUNTY DISTRICT CLERK	$300.00	$300.00	#96-291-DR; 451-96-7891
122855-APCA		07/31/03	BECKY GARRETT	$97.50	$97.50	CAUSE#150-92
122856-APCA		07/31/03	SHARON KEMP #0539655371	$105.00	$105.00	EARL BECK
122857-APCA		07/31/03	TEXAS COUNTY & DISTRICT RETI	$70,990.38	$70,990.38	UNIT#329 MONTHLY REPORT

Check #....	HC	Date....	Vendor	Chck Amount	Invoice Amts	Invoice Descriptions.
122858-APCA		07/31/03	MICHAEL GROSS	$100 00	$100.00	CASE#01-62328 KAREN HUGHES
122859-APCA		07/31/03	VALIC	$220 00	$220.00	PAYROLL DEDUCTIONS
122860-APCA		07/31/03	ABC AUTO PARTS	$187 46	$133.25	R&B-A/C HOSE, VALVE, PAG OIL
					$21.51	R&B-1/4"SOCKET HOLDER STRIPS (3)
					$32.70	R&B-AIR COND HOSE-FITTING
122861-APCA		07/31/03	ACCU. CHEM LABORATORIES	$99 00	$99.00	CCP-INV#520161&520376/#U985/JUNE 30'03 MEDICAL SERVICE
122862-APCA		07/31/03	ACS	$3,950 00	$1,650.00	CO. CLK-#171816/IMAGING SYSTEM, INSTALLATION
					$1,150 00	CO. CLK-#171816/IMAGING SYSTEM
					$1,150 00	CO CLK-#171816/SYSTEM 6000 IMAGING SYSTEM ADDL. ADD ON
122863-APCA		07/31/03	ADT SECURITY SERVICEES	$61.98	$30.99	JP#3-#01200154303848/AUG 8-AUG 31'03 RECURRING SERVICE
					$30.99	CO. BLDGS-#01200154304622/SERV. -8/01-8/31/03
122864-APCA		07/31/03	AFLAC	$298 30	$298.30	#S5217 07/03 PAYROLL DEDUCTIONS
122865-APCA		07/31/03	ALBERT CABRERA	$41.04	$41.04	CO. JAIL-REIMB/TOILET TISSUE
122866-APCA		07/31/03	ALBRIGHTS GARAGE	$20.00	$20.00	R&B-4"EXHAUST PIPE
122867-APCA		07/31/03	ALLTEL	$400 39	$383.20	TELE. COMM-#010089280123/JULY 22/03 BILLING
					$7.30	JP#3-844-8254/#010445713, 7/22/03 BILLING
					$1.76	JP#1-734-6269/010167346, 7/22/03 BILLING
					$0.18	JP#1-734-3646/#010548693, 7/22/03 BILLING
					$7.95	R&B-762-6731/#010167349/JULY 22'03 BILLING
122868-APCA		07/31/03	ALLTEL	$1,545.26	$574.42	CO S-#GM269D4/JULY 02/03 BILLING
					$112.53	GEN. TELE-790-0420/#GM27C98/JULY 10-AUG 9'03
					$175.57	DA-790-0756/#GM02648/JULY 10-AUG 9'03 SERVICE
					$38.20	JP#8-790-7342/#GM00999/JULY 10-AUG 9'03 SERVICE
					$50 49	JUV. PROB-790-7669/#GM00626/JULY 9'03 BILLING
					$417 65	R&B-#GM263HT/JULY 09/03 BILLING
					$141.03	SUP&CCP-666-0232/GM00318/JULY 10-AUG 9'03 SERVICE
					$35.37	CO. BLDGS-720-1853/#LT3822V/JULY 21-AUG 20'03 SERVICE
122869-APCA		07/31/03	AMERICAN ELECTRIC POWER	$7,750 36	$5,715.81	J. CTR-#96612436202/JUNE 10-JULY 10'03
					$682.78	CO TAX-#96508836200/JUNE 10-JULY 10'03 SERVICE
					$87.56	CO. BLDGS-#96698836200/JUNE 10-JULY 10'03 SERVICE/REC. STORAGE BLD.
					$37 25	ROCK BLDG-#96924788308/JUNE 12-JULY 14'03 SERVICE

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Check #....	HC Date ..	Vendor.	Check Amount.	Invoice Amts	Invoice Descriptions.....
				$729 80	CO LIB-#96918788306/JUNE 12-JULY 14'03 BILLING
				$9 72	CO. BLDGS-#96951098308/SERV-6/12-7/14/03
				$129. 84	JP#3-#96404792002/SERV-7/12-7/16/03
				$357 60	911-#96318336201/JUNE 10-JULY 10'03 SERVICE
122870-APCA	07/31/03	AMERICAN HERITAGE LIFE INSUR	$317 38	$317. 38	#47939 07/03 PAYROLL DEDUCTIONS
122871-APCA	07/31/03	ANTHONY TAYLOR	$12 46	$4 10	CO JAIL-REIMB MEAL/FED. TRANSPORT
				$8. 36	CO. JAIL-REIMBURSE MEAL/FEDERAL TRANSPORT
122872-APCA	07/31/03	ARNOLD GRIMES	$410 00	$410 00	AUGUST'03 JP#1 BLDG. LEASE
122873-APCA	07/31/03	AT&T	$45 74	$21 93	TELE-COMM-843-7069/#0552448297001, JULY 18'03 BILLING
				$23 81	TELE COMM-843-4000/#05733937240001, JULY 19'03 BILLING
122874-APCA	07/31/03	B. J. PARNELL M. D.	$26 60	$26. 60	CO JAIL-ROY L. COMPTON/MAR 5'03 MEDICAL SERVICE
122875-APCA	07/31/03	BARRY CLARK WALLACE P C.	$2, 300 00	$250. 00	D CT-#810-02/I-I-O-D. L. T.
				$250 00	D CT-#417-03/I-I-O-JORDAN CHILDREN
				$250 00	D. CT-#432-03/I-I-O-S. H.
				$350 00	D. CT-#12, 921/BENJAMIN ENLOE HILTON
				$350 00	D CT-#J-3-03/I-I-O-Z. D. D
				$350 00	D. CT-#12, 612/CONNIE KAY CLEVELAND
				$250 00	D CT-#284-03/I-I-O-JACKSON CHILDREN
				$250 00	D CT-#417-03/I-I-O-JORDAN CHILDREN
122876-APCA	07/31/03	BAXTER SALES CO INC.	$673 80	$673 80	CO. JAIL-#101873/JANITORIAL SUPPLIES
122877-APCA	07/31/03	BEHAVORIAL INTERVENTION SER.	$345 00	$345. 00	JUV PROB-INV#030701/JULY 10'03 BILLING
122878-APCA	07/31/03	BEN E KEITH FOODS	$11, 580 55	$2, 404 72	CO. JAIL-#352156/GROCERY
				$3, 406 28	CO JAIL-#352156/GROCERY
				$3, 240 97	CO JAIL-#352156/GROCERY
				$2, 528. 58	CO. JAIL-#352156/GROCERY
122879-APCA	07/31/03	BISHOP & BISHOP P. C.	$500. 00	$250. 00	D CT-#810-02/I-I-O-D. T.
				$250 00	D. CT-#811-02/I-I-O-S. T.
122880-APCA	07/31/03	BRIAN DANIELS	$391 50	$391. 50	JUV PROB-REIMB. TRAINING/700mi@ 345; 5 meals@$30
122881-APCA	07/31/03	BRODART CO.	$204 96	$204. 96	CO. LIB-#4233982/BOOKS(14)
122882-APCA	07/31/03	BRYAN & BRYAN	$31, 080 00	$4, 662. 00	R&B-ROAD OIL
				$4, 662. 00	R&B-ROAD OIL
				$5, 594 40	R&B-ROAD OIL
				$10, 567. 20	R&B-ROAD OIL

Check #...	HC Date .	Vendor ...	Check Amount.	Invoice Amts	Invoice Descriptions
				$5,394.40	R&B-ROAD OIL
122883-APCA	07/31/03	BULFINCH CUSTODIAL SERVICE I	$3,999 00	$3,999 00	JULY'03 JANITORIAL CONTRACT
122884-APCA	07/31/03	CALCO INCORPORATED	$1,897 20	$1,897.20	R&B-TINES; TINE BOLTS; LOCK NUTS
122885-APCA	07/31/03	CARD SERVICE CENTER	$294.00	$294 00	DA-#4388153460004309/JULY 15'03 BILLING; AIRFARE; SEMINAR
122886-APCA	07/31/03	CARD SERVICE CENTER	$1,834 62	$1,834 62	CO. S-#4229743460002787/JUNE&JULY'03
122887-APCA	07/31/03	CARD SERVICE CENTER	$218.20	$23.90	SUP-#4388153460017313/JULY 1'03 BILLING/AOL
				$23.90	SUP-#4388153460017412/JULY 10'03 BILLING
				$146.40	SUP#4388153460017388/JULY 10'03 BILLING/STAMPS; AOL; GAS
				$14.05	SUP-#4388153460017321/JULY 10'03 BILLING/MEALS
				$9.95	SUP-#4388153460017396/JULY 10'03 BILLING
122888-APCA	07/31/03	CENTERPOINT ENERGY	$1,201 00	$1,065 40	J. CTR-#20812336091/SERV -6/09-7/10/03
				$48.99	CO BLDGS-#21019295091/SERV -6/13-7/10/03
				$12.93	CO LIB-#21126364081/SERV -6/11-7/16/03
				$48 99	TAX-#21417012071/SERV -6/16-7/16/03
				$24 69	PORTER-#21417018011/SERV -6/16-7/16/03
122889-APCA	07/31/03	CENTRAL UNITED LIFE INSURANC	$689.83	$689.83	GROUP#4269 JULY'03 PAYROLL DEDUCTIONS
122890-APCA	07/31/03	CHARLES PATTERSON PBLG CO , I	$18.98	$18.98	J. CTR-TUNE UP KIT
122891-APCA	07/31/03	CHEROKEE COUNTY	$700 00	$325 00	CO. CT-MI#29,403/MENTAL
				$375.00	CO. CT-MI#29,445/MENTAL
122892-APCA	07/31/03	CITIZENS NATIONAL BANK	$9 05	$9.05	SUP-#3010155/DEPOSIT SLIPS-MARION CO
122893-APCA	07/31/03	CITY & COUNTY WRECKER SERVIC	$100 00	$100 00	CO. S-IMPOUND 1994 PICKUP
122894-APCA	07/31/03	CITY OF GILMER	$1,728 72	$1,728.72	WASTE-MAR 15-JUNE 20'03 LANDFILL CHARGES
122895-APCA	07/31/03	CITY OF GILMER	$3,666.89	$9 50	JUV BLDG-#1222900000/SERV -6/05-7/05/03
				$230.30	911-#0107605000/SERV-6/05-7/05/03
				$32.00	CO. TAX-#1215100000/SERV. -6/05-7/05/03
				$2,516.50	J CTR-#0106750000/SERV -6/05-7/05/03
				$19 00	PORTER BLDG-#1217100000/SERV-6/05-7/05/03
				$859 59	CO BLDGS-#1327400000/SERV-6/06-7/06/03
122896-APCA	07/31/03	CO. & DIST. CLERKS' ASSOC O	$80 00	$80 00	CO CLK-ASSN DUES/JULY'03-JUNE'04
122897-APCA	07/31/03	COLORADO COUNTY JUVENILE	$2,594 02	$2,594.02	JUV PROB-SECURE PLACEMENT/JUNE 1-JUNE 30'03 SERVICE
122898-APCA	07/31/03	CONSECO HEALTH INSURANCE CO	$388.10	$388 10	GROUP#46512 07/03 PAYROLL DEDUCTIONS

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Check #....	HC Date	Vendor	Check Amount.	Invoice Amts	Invoice Descriptions..... .....
122899-APCA	07/31/03	CONSECO SENIOR HEALTH INSURA	$23 70	$23. 70	#K44 07/03 PAYROLL DEDUCTIONS
122900-APCA	07/31/03	CROLEY FUNERAL HOME	$545 00	$545 00	JP#1-MARY HATS CAGE/TRANSPORT TO DALLAS; DISASTER POUCH
122901-APCA	07/31/03	CROLEY FUNERAL HOME	$180 00	$180 00	JP#1-MARY CAGE/TRANSPORT TO DALLAS
122902-APCA	07/31/03	DAVID W BULLER M D.	$1,000 00	$1,000 00	JULY'03 CONTRACTED MEDICAL SERVICES
122903-APCA	07/31/03	DAVIDSON MOTOR & WRECKER	$100 00	$100 00	R&B-WHEELS & TIRES
122904-APCA	07/31/03	DEALERS TRUCK	$499 50	$499 50	R&B-ALUMINUM TOOL BOX
122905-APCA	07/31/03	DEAN'S LAWNMOWER &	$32 00	$32 00	CCP-REPAIRED LIFT/1053 BAMBOO ROAD
122906-APCA	07/31/03	DEBERRY BUTANE & GAS	$365 00	$175 00 $190. 00	DA-DEANNA PAUL/HOT CK RESTITUTION DA-LISA ELIA/HOT CK. RESTITUTION
122907-APCA	07/31/03	DIAMOND D LUBE +	$39 00	$26. 50 $12 50	CO. S-OIL; FILTER; LABOR CONST#1-INSPECTION
122908-APCA	07/31/03	DIAMOND SHAMROCK	$18 54	$18 54	CO. S-#77005775/GASOLINE
122909-APCA	07/31/03	DOUBLE J TRUCKING	$972. 00	$972 00	R&B-HAULING-7/01-7/15/03
122910-APCA	07/31/03	DOUG'S CHEVRON	$99 91	$99. 91	JUV. PROB-INV#1201/JULY 1'03 BILLING/FUEL
122911-APCA	07/31/03	DRL LABS	$248 00	$248 00	CO JAIL-#30162/JULY 2'03 BILLING
122912-APCA	07/31/03	DWIGHT A. BRANNON	$500 00	$250. 00 $250 00	D CT-#810-02/I-I-D-D. T. CO. CT-#284-03/I-I-D-J J.
122913-APCA	07/31/03	EAST TEXAS MEDICAL	$115 81	$46. 91 $68. 90	CO IND-REC#042292/JAMISON L. TAVE/JUNE 9'03 MED. SERVICE CO. JAIL-REC#077776/L. N. /JULY 3'03 ADM DATE
122914-APCA	07/31/03	EAST TEXAS RADIOLOGY CONSULT	$1,002 35	$321 70 $90 00 $76. 00 $94 00 $188. 50 $23. 40 $187. 20 $21. 55	CO JAIL-ROY L COMPTON/JAN 23'03 MEDICAL SERVICE CO JAIL-GARY L. CORPIER/FEB 20'03 MEDICAL SERVICE CO. JAIL-ROY L. COMPTON/MAR 2'03 MEDICAL SERVICE CO. JAIL-ROY L COMPTON/MAR 26'03 MEDICAL SERVICE CO JAIL-BRANDY M LUNA, INMATE/APR 9'03 MEDICAL SERVICE CO. JAIL-BOBBY J WHEELER, INMATE/APRIL 10'03 MEDICAL SERVICE CO JAIL-JD BUCHANAN/APRIL 22'03 MEDICAL SERVICE CO. IND-JAMISON L. TAVE/MAY 5'03 MEDICAL

Check #....	MC Date	Vendor	Check Amount.	Invoice Amts	Invoice Descriptions . .. .
					SERVICE
122915-APCA	07/31/03	EAST TX MEDICAL CENTER	$3,299 00	$3,299 00	CO. JAIL-MED RECORD#030679/EARLINE DODDY/06-05-03 DAY OF SERVICE
122916-APCA	07/31/03	EDWARDS TRACTOR & EQUIPMENT	$129 96	$11 25	R&B-HOSE FOR TRACTOR
				$118 71	R&B-FUEL PUMP; PINS; WIPER BLADE
122917-APCA	07/31/03	ELWELL'S OIL & LUBE	$131 75	$23 95	CO S-UNIT#225/OIL; FILTER; LABOR
				$35 95	CO. S-UNIT#24/OIL; FILTER; LABOR
				$23. 95	CO. S-UNIT#14/OIL; FILTER; LABOR
				$23. 95	CO. S-UNIT#12/OIL; FILTER; LABOR
				$23. 95	CO S-UNIT#13/OIL; FILTER; LABOR
122918-APCA	07/31/03	EMBASSY SUITES HOTEL DOWNTOW	$324 82	$324. 82	CO. TREAS-CONF#86947573/M HARRIS(POST LEGIS. CONF)
122919-APCA	07/31/03	ETMC PHYSICIANS CLINIC	$781 90	$781 90	CO JAIL-MICHAEL RALSTON/MAY 21'03 SERVICE
122920-APCA	07/31/03	EXPRESS LUBE DBA	$34 95	$34. 95	CO S-OIL; FILTER; LABOR
122921-APCA	07/31/03	FANNIN FARM EQUIPMENT	$93 00	$22. 50	R&B-WELDING RODS
				$35. 50	R&B-OXYGEN; GLOVES
				$35. 00	R&B-PCT#1&2 JUNE CYLINDER RENT
122922-APCA	07/31/03	FAST FOODS HOLDINGS	$53. 53	$53. 53	DA-CURTIS COWAN/HOT CK. RESTITUTION
122923-APCA	07/31/03	FEDEX	$61. 15	$61. 15	CO JAIL-#171613256/TRANSPORTATION CHARGES-MAY 22, 27&JUNE 11'03
122924-APCA	07/31/03	FELICIA COLQUITT	$43. 76	$6. 92	DA-REIMB 22mi@ 315
				$11 34	DA-REIMB 36mi@. 315
				$25. 50	D A-REIMBURSE SHUTTLE EXP /SEMINAR
122925-APCA	07/31/03	FUTURE WORLD COMPUTERS	$34 99	$34. 99	COMPUTER-POWER SUPPLY
122926-APCA	07/31/03	GALL'S INC.	$162 98	$162. 98	DA-#0017459272/HANDHELD SCANNER
122927-APCA	07/31/03	GEORGE P. BANE INC	$2,065 25	$307 16	R&B-MOWER BLADES, BOLTS&NUTS
				$296 03	R&B-PARTS FOR MOWER
				$892. 76	R&B-HOUSING FOR SPINDLE; SPINDLE; BEARING KIT; GREASE
				$558 46	R&B-#91938/STUMP JUMPER
				$10. 84	R&B-TIGER MOWER KEYS
122928-APCA	07/31/03	GILMER CABLE TV CO INC.	$432 80	$421 00	NON. DEPT-#15446/JULY 25/03 BILLING
				$11 80	COMPUTER-#19306/JULY 35/03 BILLING
122929-APCA	07/31/03	GILMER COMPUTER TECH	$122. 50	$122. 50	JUV PROB-INTEL 56K V92 MODEM; NORTON INTERNET SEC&ANTI VIRUS

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Check #...	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions... ... ...
122930-APCA	07/31/03	GILMER DISCOUNT TIRE	$324 90	$74 95	CO S-UNIT#24/MOUNT&BALANCE 4 TIRES; ALIGNMENT
				$249.95	CO. S-UNIT #20/TIRES(4); ALIGNMENT
122931-APCA	07/31/03	GILMER DRUG COMPANY	$10,690 92	$10,680 93	CO. JAIL-#00000386-01/MAY 29-JUNE 28'03 PRESCRIPTIONS
				$1.41	CO S-BATTERY
				$8.58	CO. S-SHIPPING CHARGE
122932-APCA	07/31/03	GILMER NATIONAL BANK	$3,090 61	$3,090.61	DA-LARRY N. MELTON/HOT CHECK RESTITUTION
122933-APCA	07/31/03	GILMER OFFICE CENTER	$1,122 30	$845.56	CO S-PRINTED ENVELOPES
				$129.74	CO. JUDGE-ENVELOPES
				$147.00	DA-COLOR COPIES(150)
122934-APCA	07/31/03	GILMER PAWNSHOP INC	$45 00	$45.00	CO. S-FOBUS PADDIE HOLSTERS(3)
122935-APCA	07/31/03	GOVCONNECTION	$315 00	$315 00	COMP-#7391021/FIRE WIRE; FREIGHT
122936-APCA	07/31/03	GRAY'S WHOLESALE DISTRIBUTOR	$670 56	$670.56	CO. S-#21020100/P225/60R16 FIREHAWK TIRES(16)
122937-APCA	07/31/03	GREATAMERICA LEASING CORP	$483 75	$483 75	NON. DEPT-#0134764000/JULY 16/03 BILLING
122938-APCA	07/31/03	GREGG APPRAISAL DISTRICT	$300 00	$150.00	CO TAX-SHERRON LAMINACK REGIST/COURSE 3, SEPT 2-5'03
				$150.00	CO TAX-BARBARA HILL REGIST/COURSE 3, SEPT 2-5'03
122939-APCA	07/31/03	GREGG CO. JUVENILE PROBATION	$480 00	$480 00	JUV PROB-JUNE'03 CONTRACT DETENTION INVOICE
122940-APCA	07/31/03	GRIFFITH LAW FIRM P C	$350 00	$350 00	D CT-#13,020/ANNETTE ROCHELLE HORRIE
122941-APCA	07/31/03	GRIFFITH LAW FIRM, PC	$400 00	$250 00	D CT-#633-97/I-I-O-M D.K.&B M.K.
				$150 00	JP#4-CT HEARING/T.A.M.
122942-APCA	07/31/03	GT DISTRIBUTORS INC.	$48 00	$247.95	CONST#4-#002418/GUNRACK
				$199 95cr	CONST#4-CREDIT ON GUNRACK
122943-APCA	07/31/03	H & H BUILDERS SUPPLY	$58 69	$58 69	CCP-INV#092183&092522/CHAIN; DBOLT; KEYS; GAS CAN
122944-APCA	07/31/03	H&D TIRE & AUTOMOTIVE	$1,081 53	$8 68	R&B-WIPER REFILLS; GLOVES; KEYS
				$20.99	CO. BLDGS-DRILL BIT
				$7.00	CO. BLDGS-WIRE CONNECTORS
				$179 56	R&B-HYD HOSE; HYD FITTING; HYD FITTING; WEST COAST MIRRORS; GLOVES
				$41 65	R&B-U-JOINTS; DIESEL REPAIR MANUEL
				$23 34	R&B-HYD FITTING; HYD HOSE
				$165 39	R&B-WELDING CABLE; WELDING CABLE; T 1/2; BUSHING; NIPPLE; COUPLER; HOSE; COUPLER; PLUG; STINGER; CLAMP; SPIGOT; TERMINALS; TERMINALS

Check #. . .	HC Date	Vendor	. . .	Check Amount.	Invoice Amts	Invoice Descriptions . . . . .
					$12 94	R&B-2"TRAILER BALL
					$11.69	R&B-MAIL BOX
					$4.85	R&B-SCREEN WIRE
					$2 20	CO. B-FUSE(5)
					$1 09	CO. BLDGS-GATE HOOKS
					$100.52	R&B-MUD FLAPS; GREASE GUN; TIE DOWN STRAP; TUBE
					$51 43	R&B-BELT; BELT
					$112.70	CO. BLDGS-TIRES
					$40 39	CO. S-TRAILER ITEMS;PULL PIN
					$66.00	R&B-TUBES
					$5.94	R&B-KEYS
					$46.19	R&B-HOSE MADE
					$5 00	CO BLDGS-FILTERS
					$183 58	R&B-CABLE (15'); JUMPER CABLES; JUMPER CABLES; GLASS CLEANER; FILTER WRENCH
					$9 80cr	CO S-OVERPAID ON 34596
122945-APCA	07/31/03	HALL SIGNS OF TEXAS		$73 54	$73.54	R&B-REFLECTORS; FREIGHT
122946-APCA	07/31/03	HANDY MART DIANA		$264 88	$171 00	DA-TASHA BARBEREE/HOT CHECK RESTITUTION
					$93 88	DA-JEROMY WESTPHALEN/HOT CHECK RESTITUTION
122947-APCA	07/31/03	HANK'S FRAME & WHEEL		$68 50	$68 50	R&B-ALIGNMENT
122948-APCA	07/31/03	HERBERT L YOUNG		$3,677 73	$17 93	CONST#3-15 GALS GASOLINE
					$3,659 80	CO S-2,921 GALS GASOLINE
122949-APCA	07/31/03	HOLMES CONCRETE PIPE		$17,290 00	$17,290.00	R&B-PCT#4 FEMA/7 50'x96" CULVERTS
122950-APCA	07/31/03	INGRAM LIBRARY SERVICES		$332 09	$176 10	CO LIB-#2083975/BOOKS(13)
					$155 99	CO LIB-#2083975/BOOKS(8)
122951-APCA	07/31/03	INTEGRATED BUSINESS SYSTEMS		$76.44	$76.44	SUP-#AL0020/JUNE 1-JULY 1'03 COPIER MAINTENANCE
122952-APCA	07/31/03	INTERNAL MEDICINE ASSOC		$19 64	$19 64	INDIG-LISA D. CROW/MEDICAL
122953-APCA	07/31/03	JACO INDUSTRAIL SUPPLY		$1,632 25	$1,632.25	R&B-CITRISOL; CAR WASH SOAP; BITON SPRAYER; FREIGHT
122954-APCA	07/31/03	JANICE GASTON		$270 00	$99.00	CO JAIL-11 HRS. @ $9 00
					$171.00	CO JAIL-19 HRS. @ $9 00
122955-APCA	07/31/03	JIMMY STEGALL		$300.00	$300.00	R&B-FEMA/HAULING 7/01-15/03
122956-APCA	07/31/03	JOHN W MOORE		$1,400 00	$350 00	D CT-#12,448/WILLIAM MICHAEL REEVES
					$350.00	D. CT-#12,896/ERNEST WILSON
					$350.00	D. CT-#13,161;FELONY/JEREMY HADAWAY
					$350.00	D CT-#27,451/VALERIE WHITE

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122957-APCA	07/31/03	JR'S OF DIANA	$45.00	$45 00	DA-MAGDALENE EVANS/HOT CHECK RESTITUTION'
122958-APCA	07/31/03	KINKO'S	$13.80	$13.80	CO AUD-#0000443325/INV#646801/BINDERS(4)
122959-APCA	07/31/03	KIRBY RESTAURANT SUPPLY	$155.00	$155.00	CO. JAIL-MAY 29-JUNE 25'03 DISH MACHINE BILLING/REPAIRS
122960-APCA	07/31/03	LANIER HEALTHCARE	$115 21	$115 21	D. CT-#0002505897/LHC DEPOT REPAIR CHARGE; ROLLER ASSY
122961-APCA	07/31/03	LESLIE'S SMALL ENGINES	$44.85	$44.85	CCP-RAPID LOADER; T-LINES(2)
122962-APCA	07/31/03	LEWIS R. KING	$27.28	$27 28	INDIG-ALTON L. GRANVILLE/MEDICAL
122963-APCA	07/31/03	LEXISNEXIS MATTHEWBENDER	$157 30	$157 30	LAW. LIB-#1894311001/SERV -10-03 THRU 9-04
122964-APCA	07/31/03	LINEBARGER HEARD GOGGAN BLAI	$13,566 83	$7,418 99 $6,147 84	DEL TAX-APRIL'03 DELINQUENT TAX ATTY FEES CO. TAX-JUNE'03 DELINQUENT TAX ATTY FEES
122965-APCA	07/31/03	LISA R. MONEY	$60 00	$60 00	JULY'03 JP#1 BLDG CLEANED
122966-APCA	07/31/03	MICHAEL MARTIN ATTY	$3,281 25	$250.00 $250 00 $697 50 $1,383 75 $350.00 $350 00	D. CT-#811-02/I-I-O-S. T. D CT-#821-02/I-I-O-S. H. D CT-#13,225/TRACY WAYNE EVANS D CT-#13,249/JIMMY E. COLLIER D CT-#12,784/COY MALONE D CT-#13,311/REBEKAH GASTON
122967-APCA	07/31/03	MICHEAL SMITH	$622 50	$622.50	TAX-REIMBURSE MILEAGE; MEALS; LODGING-6/08-6/12/03 .
122968-APCA	07/31/03	MIKE CRAIG FORD MERCURY	$126 42	$49 81 $76 61	SUP-#433008/OIL; WIPER; SHOP SUPPLIES SUP&CCP-INV#9380&9419/#433008/LUBE, OIL&FILTER ; ROTATE&BALANCE; STATE INSPECTION
122969-APCA	07/31/03	MOBILE VISION	$2,450 00	$2,450 00	CO. S-CUST#TXUPSH1/SYSTEM 7 W/OVERHEAD CONSOLE S#099119
122970-APCA	07/31/03	MUSIC MOUNTAIN WATER CO.	$83 39	$10.83 $24 00 $27 08 $21.48	SUP-#79777000/INV#'S 51383&484/JUNE 3'03 WATER BILLING TAX-#18700100/JUNE 30/03 BILLING DA-INV#51260&461/#18928400, JUNE 30'03 BILLING DA-INV#51391&488/#8010900/JUNE 30'03 BILLING
122971-APCA	07/31/03	MYRA HARRIS	$282 00	$78.00 $204 00	CO TREAS-POST LEGISLATIVE CONF(MEALS 8/13-19/03) CO TREAS-POST LEGISLATIVE SEM/MILEAGE(AUSTIN)
122972-APCA	07/31/03	NARDIS INSTITUTIONAL SUPPLY	$86 94	$86 94	CO. JAIL-DICKIES PANTS(3); ALTERATIONS(3)
122973-APCA	07/31/03	NATIONAL FAMILY CARE	$1,115 40	$1,115 40	#3152 07/03 PAYROLL DEDUCTIONS

Check #. .	HC Date	Vendor.	Check Amount	Invoice Amts	Invoice Descriptions. . . . .
122974-APCA	07/31/03	NORTHEAST TEXAS RADIOLOGY	$211 10	$21. 40	CO JAIL-ROY L. COMPTON/SEPT 5'03 MEDICAL SERVICES
				$102. 70	CO JAIL-ROY L. COMPTON/SEPT 6'02 MEDICAL SERVICE
				$65. 60	CO. JAIL-ROY L COMPTON/SEPT 9'02 MEDICAL SERVICE
				$21. 40	CO. JAIL-ROY L COMPTON/SEPT 10'02 MEDICAL SERVICE
122975-APCA	07/31/03	D W LOYD, II	$700. 00	$350 00	D CT-#13, 324/JUSTYNE L REEVES
				$350 00	D. CT-#12. 596/REVOCATION OF PROBATION
122976-APCA	07/31/03	OAK FOREST PSYCHOLOGICAL	$400 00	$400 00	JUV. PROB-JULY 10'03 NEUROPSYCHOLOGICAL EVALUATION
122977-APCA	07/31/03	OFFICE DEPOT	$124 94	$124 94	SUP-#6011564610110974/INV2931167060008497000
122978-APCA	07/31/03	OFFICE DEPOT CREDIT PLAN	$461 48	$449. 97	D CT-#6011565610066108/JUNE 23'03 BILLING, CHAIRS
				$11. 51	D. CT-#6011565610066108/JUNE 23'03 BILLING
122979-APCA	07/31/03	OFFICE. DEPOT CREDIT PLAN	$347. 52	$102. 32	R&B-#6011160033902777/JUNE 17'03, PAPER; TONER; HGNG FOLDER
				$245 20	R&B-#6011160033902777/LEATHER CHAIR; DRUM ROLLER
122980-APCA	07/31/03	OLMSTEED-KIRK PAPER CO	$170 50	$170 50	CO. BLDGS-#32479/LINER(3); TOWEL(5); LINERS(2); AAA BATTERIES
122981-APCA	07/31/03	OMNIBASE SERVICES OF TEXAS	$108 00	$12. 00	JP#1-ID#001228/2ND QTR(APRIL-JUNE'03)
				$96. 00	JP#3-ID#003228/2ND QTR(APRIL-JUNE'03)
122982-APCA	07/31/03	OPERATION 911	$402 00	$402. 00	911-VINYL TAPE
122983-APCA	07/31/03	PAMELA LONG	$308 00	$308. 00	CO. AUD-POST LEGISLATIVE SEM/MEALS@MILEAGE@AUSTIN
122984-APCA	07/31/03	PANASONIC SERVICE CENTER	$75. 00	$75 00	CO. AUD-CORDLESS PHONE HEADSET REPLACED
122985-APCA	07/31/03	PATHWAYS YOUTH & FAMILY SERV	$2, 827 82	$2, 827 82	JUV PROB-JULY'03 RESIDENTIAL CHILD CARE/7/23/03 BILLING
122986-APCA	07/31/03	PATRICIA HARRISON	$225 00	$225 00	CO CT-COURT REPORTING/7/10/03
122987-APCA	07/31/03	PAULA GENTRY	$50 00	$50. 00	JULY'03 JP#3 BLDG. CLEANED
122988-APCA	07/31/03	PAULA GENTRY	$84 99	$84 99	TAX-REIMBURSE MILEAGE-6/01-6/30/03
122989-APCA	07/31/03	PETROLEUM TRADERS CORP	$8, 456. 23	$8, 456. 23	R&B-#210052001/DIESEL; GASOLINE; TEX LOADING; TX ST TAX

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122990-APCA		07/31/03	PHILLIPS PETROLEUM COMPANY	$19.58	$19.58	CO.S-#6992684750/GASOLINE
122991-APCA		07/31/03	PJM CONSTRUCTION	$945.00	$945.00	R&B-HAULING-7/01-7/15/03
122992-APCA		07/31/03	POWERPLAN	$2,586.51	$773.87	R&B-#0010000654/CUTTING EDGES; MUFFLER; NUTS
					$339.75	R&B-#0010000654/BACKHOE LOADER; REPAIRS
					$176.98	R&B-#0010000654/AIR COND. RELAY; TECH MANUAL
					$39.08	R&B-#0010000654/INJ PUMP SEALS; ORING; BRASS FITTING; WASHERS; NUT; GREASE FITTINGS
					$74.51	R&B-#0010000654/BACKHOE REPAIR
					$732.75	R&B-#0010000654/HOOD
					$294.62	R&B-#0010000654/BEARINGS; BUSHINGS; SEALS; TOOTH ; PIN; CLOTH; PIN
					$125.25	R&B-#0010000654/CYL KIT; ROD KIT; A/C FILTERS
					$7.25	R&B-#0010000654/FREIGHT CHARGE
					$19.00	R&B-#0010000654/THRUST WASHERS
					$8.95	R&B-#0010000654/THRUST WASHERS
					$5.50cr	R&B-#0010000654/CREDIT ISSUED ON FREIGHT CHARGE
122993-APCA		07/31/03	PROFESSIONAL FOOD SYSTEMS	$832.77	$832.77	CO JAIL-#07130 1/GROCERY
122994-APCA		07/31/03	PROFESSIONAL TECHNICAL ASSIS	$74.00	$74.00	R&B-BATTERY
122995-APCA		07/31/03	PUBLICDATA.COM.AI	$9.95	$9.95	D.A-#0006918335/JULY 3'03 THRU AUG 2'03
122996-APCA		07/31/03	QUILL CORPORATION	$963.56	$963.56	SUP-#00049034/INV#241986; 2420371; 2328738
122997-APCA		07/31/03	RADISSON HOTEL & SUITES AUST	$293.25	$293.25	CO.AUD-#357793 (3)NIGHTS LODGING/PAM LONG
122998-APCA		07/31/03	RICK'S TIRE SERVICE	$310.00	$75.00	R&B-SERV CALL; MT 2 TIRES; FLAT REPAIR
					$50.00	R&B-SERV CALL; TIRE MT ; ROTATE TIRE
					$30.00	R&B-MOWING TRACTOR#10/SERV. CALL&FLAT REPAIR
					$80.00	R&B-SERV. CALL; 4 TIRE MOUNTS
					$45.00	R&B-SERV CALL; FLAT REPAIR
					$30.00	R&B-SERV. CALL; FLAT REPAIR
122999-APCA		07/31/03	RID-X TERMITE & PEST CONTROL	$515.00	$95.00	J.CTR-EXTERMINATE/JUNE 27'03
					$50.00	CO.BLDGS-911 OFFICE EXTERMINATION/JUNE 27'03
					$95.00	CO BLDGS-EXTERMINATE COURTHOUSE/JUNE 27'03
					$50.00	CO.BLDGS-EXTERMINATE BOOT CAMP OFFICE/JUNE 27'03
					$65.00	BLD MAINT-JULY 3'03 EXTERMATION/SUB CTHS-HW 80
					$80.00	CO.LIB-EXTERMINATE LIBRARY/JULY 3'03
					$80.00	CO.BLDGS-EXTERMINATE TAX OFFICE/JULY 7'03
123000-APCA		07/31/03	RIEGEL BY PRODUCTS	$100.00	$100.00	CO.JAIL-#R035876/QUARTERLY GREASE SERVICE
123001-APCA		07/31/03	RONNIE MITCHELL	$4,833.86	$2,014.19	R&B-PCT#1&3/FEMA(HAULING 7/7-10/03)
					$1,979.67	R&B-PCT#1/FEMA(HAULING 7/14-18/03)

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$840.00	R&B-PCT#1/FEMA(CLAY HAULED 7/1-15/03)
123002-APCA	07/31/03	RRV RADIOLOGY AND PATHOLOGY	$40 00	$40.00	CO JAIL-#117276/MAY 30'03 SERVICE/MOBILE IMAGING
123004-APCA	07/31/03	SANDRA FOSTER	$15 75	$15.75	COMPUTER-REIMBURSE MILEAGE
123005-APCA	07/31/03	SANDY LIVENGOOD	$750 00	$250 00	D. CT-#661-02/I-I-D-A. G.
				$250 00	D CT-#417-03/I-I-D-J CHILDREN
				$250.00	D CT-#417-03/I-I-D-R. J. ; M. J. &K J.
123006-APCA	07/31/03	SARTAIN FLUID POWER INC	$248 06	$248.06	R&B-R&B-PARTS; LABOR/REPAIR HYD PUMP
123007-APCA	07/31/03	SAV-ON OFFICE SUPPLY INC	$1,412 27	$20 99	CO CLK-#118917/COPY PAPER
				$86 97	DPS-CARTRIDGE
				$347.15	DPS-CARTRIDGES; PEN REFILLS
				$35.94	R&B-FAX CARTRIDGE; PERM MARKERS; HANGING WALL FILES
				$14;48	COMP-#118917/OKIDATA RIBBON
				$16.66	TAX-TAPE; RIBBON
				$29.50	JP#3-#118917/TAPE, CORR TAPE; PENCIL&LEAD; FOLDERS; ENV
				$5.34	JP#3-#118917/INK ROLLER(2)
				$44.98	R&B-MARKER BOARD; MARKER ORGANIZER KIT
				$19 99	CO. CLK-#118917/FAX CARTRIDGE
				$13.89	JP#1-#118917/FILE GUIDE
				$20.99	COMM. CT-#118917/COPY PAPER
				$34.49	D. CLK-COLOR CARTRIDGE
				$33.06	CO. CT-#118917/CARTRIDGE, CORR. TAPE, INV TAPE(2)
				$48.60	CO JAIL-CUST#116565/ENVELOPES(4)
				$7.08	CO. JAIL-CUST#116565/POLY BAGS
				$17.52	D. CLK-TAPE
				$13.94	R&B-MESSAGE BOOK; DUSTER; D-RING NOTEBOOK
				$7 75	DA-CUST#118917/MIXED PENS(31)
				$342.92	JP#3-#118917/FILE CABINET(2)PAPER(3); CART; STAMP(2)
				$11.98	D. CT-#118917/BATTERY; DISK
				$41 98	D CLK-#118917/COPY PAPER(2)
				$29.99	CO CLK-#118917/INKJET CARTRIDGE
				$20.57	DA-#118917/CLASP ENV. (2); CARDFILE
				$107.47	EXT-OFFICE SUPPLIES
				$38.04	SUP-INV# 2870960&61, 2871030/#117775/CARTRIDGE; TAPE; MARKER
123008-APCA	07/31/03	SCHWAN'S SALES	$264.05	$176.72	DA-RITA MARTIN/HOT CK RESTITUTION
				$87.33	DA-STEPHANIE DAVIS/HOT CK RESTITUTION
123009-APCA	07/31/03	SCOTT-MERRIMAN INC	$408.62	$408.62	D. CLK-CASEBINDERS; SHIPPING&HANDLING
123010-APCA	07/31/03	SE-ME PROFESSIONAL	$127 80	$127.80	CO. S-120 PRIMERA 200 SPEED 14 EXP. FILM

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123011-APCA		07/31/03	SEARS	$486.21	$494.15	R&B-LASER LEVEL; UPS FEES
					$3.28	R&B-5405534020686273/EXT BAR
					$44.30	R&B-9PC SPT FLARE NUT WRENCH SET
					$6.04	R&B-1/4" DRIVE 6" EXT. BAR
					$37.66cr	R&B-TAX ON T142862
					$10.74cr	R&B-SPECIALTY CATALOG
					$3.37cr	R&B-TAX ON INV#T035859
					$0.45cr	R&B-TAX ON T035694
					$3.28cr	R&B-1/4" DR 1-1/2"EXT BAR RETURNED
					$6.06cr	R&B-SPECIALTY CATALOG
123012-APCA		07/31/03	SF TRAVEL PUBLICATIONS	$133.95	$133.95	CO.LIB-BOOK & CD ROM
123013-APCA		07/31/03	SHELL OIL COMPANY	$54.97	$54.97	CO S-#0092821628/GASOLINE
123014-APCA		07/31/03	SMITH OIL COMPANY	$1,836.00	$198.00	R&B-BATTERY; BRAKE FLUID; BATTERY; BATTERY FEE
					$184.00	R&B-BATTERIES, TRK 31; STATE FEE
					$321.00	R&B-STP OIL; SPECIAL GREASE; FREON; SHOP TOWELS
					$136.00	R&B-BATTERIES; BATTERY FEE
					$176.00	R&B-BATTERIES; BATTERY FEE
					$136.00	R&B-BATTERIES; BATTERY FEE
					$23.00	R&B-GEAR OIL
					$102.00	R&B-HYD FLUID
					$560.00	R&B-OIL 55 GAL DRUMS; DEXRON; BRAKE CLEANER
123015-APCA		07/31/03	SPECIALTY TECHNICAL PUBLISHE	$445.00	$445.00	SUP-CUST#1409761/JULY'03-JULY'04 LIAB. MANUAL
123016-APCA		07/31/03	STATE COMPTROLLER	$44,137.52	$44,137.52	STATE FEES REPORT/QTR. ENDING 06/30/03
123017-APCA		07/31/03	STEPHEN F AUSTIN STATE UNIVE	$189.00	$189.00	D.A-ED FUND/JON WARREN 1/20/03 SEMINAR
123018-APCA		07/31/03	SUPERIOR FLEET SERVICE INC	$225.30	$60.30	R&B-VOLTAGE REGULATOR
					$165.00	R&B-ALTERNATOR
123019-APCA		07/31/03	SW MENTAL HEALTH TESTING	$150.00	$75.00	R&B-VERNITA GLENN; EXAMINATION
					$75.00	CO JAIL-M.H EXAM/LARRY SEWELL
123020-APCA		07/31/03	T & S TRACTOR INC.	$78.78	$78.78	CCP-INV#18328&18446/BLADE; CHAIN; LABOR
123021-APCA		07/31/03	TEFTELLER & PELAIA	$600.00	$350.00	D CT-#303-01/I-I-D-T G.G.
					$250.00	D.CT-#432-03/I-I-D-S.R.H.
123022-APCA		07/31/03	TELETOUCH CORPORATION	$412.77	$412.77	CO.S-#3062303/PAGER SERV. 07/01/03 BILLING
123023-APCA		07/31/03	TEXAS ASSOCIATION OF COUNTIE	$225.00	$225.00	CO AUD-REGIST/PAM LONG, AUDITOR(POST . LEGISLATIVE SEMINAR)
123024-APCA		07/31/03	TEXAS COOPERATIVE EXTENSION	$1,700.00	$1,700.00	EXT-#1151/COMPUTER

Check #.	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
123025-APCA	07/31/03	TEXAS DEPARTMENT OF HEALTH	$20 13	$20. 13	CO. CLK-CUST ID#00000151/JULY'03 BIRTH CERT. ACCESS(11)
123026-APCA	07/31/03	TEXAS DISTRICT COURT ALLIANC	$75 00	$75. 00	DA-TDCAA MEMBERSHIP DUES FOR MICHAEL BRICE FETTER
123027-APCA	07/31/03	TEXAS TRAUMA & EMERGENCY CA	$593 40	$167 00	MARK FULGHAM/JUNE 6'03 MEDICAL SERVICE
				$111. 80	CO JAIL-JESUS VARGAS/JUNE 5'03 MEDICAL SERVICE
				$111. 80	CO. JAIL-JACK R. SMALL/JUNE 20'03 MEDICAL SERVICES
				$202. 80	CO. JAIL-LINDSEY MARSHALL/JUNE 20'03 MEDICAL SERVICES
123028-APCA	07/31/03	TEXAS WEEKLY	$229 38	$229 38	CO LIB-#4261/12 MONTH SUBSCRIPTION
123029-APCA	07/31/03	THE EARTHGRAINS COMPANY	$502. 50	$106. 50	CO JAIL-#09008071/BREAD
				$97. 50	CO. JAIL-#09008071/BREAD
				$126. 00	CO. JAIL-#09008071/BREAD
				$172. 50	CO. JAIL-#09008071/BREAD
123030-APCA	07/31/03	THE GILMER MIRROR	$113. 90	$61. 00	COMM CT-PUBLIC NOTICES-5/31, 6/7/03
				$30. 40	D. CLK-#242036/JOB PRINT LETTERHEAD-BULLOCK
				$22. 50	CO S-#245080/PUBLIC NOTICES-SEX OFFENDER
123031-APCA	07/31/03	THE LOGO	$378 00	$378. 00	CO. JAIL-CAPS(6); SHIRTS(9)
123032-APCA	07/31/03	THE MADE-RITE CO	$25 00	$25. 00	DA-BOX FILTERED FOLDERS
123033-APCA	07/31/03	THE MCKENZIE CLINIC, P.A.	$155 00	$155. 00	CO. JAIL-#UPS00001/JUNE 23&24'03 MEDICAL/L. MARSHALL; J. VARGAS
123034-APCA	07/31/03	TIM CONE, ATTY AT LAW	$700 00	$350. 00	D. CT-#13, 168/PAULA DEE COURTNEY
				$350 00	CO CT-#27, 593/MICHAEL RAGSDALE
123035-APCA	07/31/03	TIM HENDERSON	$2, 412. 00	$2, 412. 00	R&B-1206ydS@$2 00ea 05/21/03-06/04/03
123036-APCA	07/31/03	TRACI BLEDSOE	$7. 09	$7. 09	CO. JAIL-REIMB MEAL/TRANSPORT
123037-APCA	07/31/03	TYLER ASPHALT	$15, 794 94	$1, 767 15	R&B-PCT#1/FEMA(OIL DIRT)
				$2, 193. 45	R&B-PCT#3/FEMA(OIL DIRT)
				$2, 297. 82	R&B-PCT#3/FEMA(OIL DIRT)
				$1, 707. 30	R&B-PCT#1/FEMA(OIL DIRT)
				$1, 756 65	R&B-PCT#1/FEMA(OIL DIRT)
				$3, 855. 39	R&B-PCT#1/FEMA(OIL DIRT)
				$2, 217. 18	R&B-PCT#1/FEMA(OIL DIRT)
123038-APCA	07/31/03	U. S. FOOD SERVICE	$3, 721. 93	$1, 953. 22	CO. JAIL-#93586865/GROCERY
				$1, 768 71	CO. JAIL-#93586865/GROCERY
123039-APCA	07/31/03	U S LATEX PRODUCTS, INC.	$581. 75	$581. 75	CO JAIL-GLOVES(6)

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Check #.	HC Date.	Vendor	Check Amount.	Invoice Amts	Invoice Descriptions
123040-APCA	07/31/03	UNIFIRST CORP	$208 44	$49 61	R&B-UNIFORM SERVICE
				$48 46	R&B-UNIFORM SERVICE
				$59.61	R&B-UNIFORM SERVICE
				$50.76	R&B-UNIFORM SERVICE
123041-APCA	07/31/03	UNITED POSTAL SOLUTIONS	$75 00	$75.00	CO. CLK-EQUIPMENT MAINTENANCE AGREEMENT/JULY'03
123042-APCA	07/31/03	UPSHUR COUNTY	$25,456.34	$4,609.28	COUNTY PORTION/STATE CT. COSTS&FEES QTR ENDING 06/30/03
				$2,344 43	SUP-9/02-6/03 POSTAGE FOR METER ACCT#M3
				$18,302.63	COUNTY PORTION/QTR. FEES REPORT QTR. ENDING 06/30/03
123043-APCA	07/31/03	UPSHUR COUNTY DISTRICT ATTOR	$213 20	$213.20	CO S-CAUSE NO. 305-02/JUDGEMENT OF FORFEITURE
123044-APCA	07/31/03	UPSHUR COUNTY JUVENILE PROBA	$4,139 60	$290 06	JUV PROB-REIMB CK#1469/#4388153460016349/JULY 1'03 CARD SER.
				$3,849 54	JUV PROB-REIMB VISA ACCT#4833492000276752&97337. 6/7-7/8/03
123045-APCA	07/31/03	UPSHUR COUNTY LIBRARY LITERA	$1,875 00	$1,875 00	LITERACY-4TH QTR. BUDGET ALLOCATION 2002-03
123046-APCA	07/31/03	UPSHUR RURAL ELECTRIC COOP C	$6,888 14	$6,888.14	R O W-BRIDGEWORK FM 1002 & BAMBOO/MOVE LINES&CONSTRUCTION
123047-APCA	07/31/03	UPSHUR-RURAL ELECTRIC COOP	$421 41	$227 54	R&B-#120298591/JULY 16/03 BILLING
				$77 47	R&B-#41186523 & 91396012/JULY 22/03 BILLING
				$116.40	R&B-#902475306/JULY 28/03 BILLING
123048-APCA	07/31/03	UT HEALTH CENTER AT TYLER	$189 95	$189.95	INDIG-IVA J TENNISON/MEDICAL
123049-APCA	07/31/03	VERIZON INTERNET SOLUTIONS	$295 00	$295.00	COMP-#0202514331242267O/JULY 1'03 BILLING
123050-APCA	07/31/03	VERIZON SOUTHWEST	$696 80	$276 83	JP#3-FDO-0122/JULY 4'03 BILLING
				$48.55	CO. JUDGE-#10522928463817120Z/JULY 07/03 BILLING
				$239 55	JP#3-903 844-8254 010828/#105230288252275408. 7/10-8/10'03 SERVICE
				$131.87	JP#1-FDO-0096/JULY 16'03 BILLING
123051-APCA	07/31/03	WAL-MART #146	$71 62	$71.62	DA-KRISTIE HUTTO/HOT CHECK RESTITUTION
123052-APCA	07/31/03	WALMART COMMUNITY	$3 30	$3.30	911-#6032202020111531/JULY 16'03
123054-APCA	07/31/03	WALMART COMMUNITY	$301 24	$301.24	CO. BLDGS-#6032202010092402/JULY 22'03 BILLING
123055-APCA	07/31/03	WALMART COMMUNITY BRC	$16.32	$16 32	D. CLK-#6032202010092378/JUNE 23'03 BILLING
123056-APCA	07/31/03	WALMART COMMUNITY BRC	$118 28	$118.28	CO. S-#6032202010092659/JULY 22'03 BILLING

Check #....	MC Date. .	Vendor	Check Amount.	Invoice Amts	Invoice Descriptions . . . . .
123057-APCA	07/31/03	WALMART COMMUNITY BRC	$165 25	$165. 25	SUP-#6032202000871575/INV#7791&2110/JULY 16'03 BILLING
123058-APCA	07/31/03	WANDA HUTCHINS	$12 06	$12. 06	CO. AUD-REIMB/38 3mi@31. 5
123059-APCA	07/31/03	WELCH FUNERAL HOME	$476 00	$476 00	JP#3-RONALD DEAN BURCHFIELD/TRANSPORT TO & FROM DALLAS
123060-APCA	07/31/03	WELLS FARGO FINANCIAL LEASIN	$581 51	$440 51	DA-#0019001910/SAVIN COPIER RENTALS/JULY 24-AUG 24'03
				$141. 00	JUV. PROB-#0019003061901/SAVIN COPIER RENTAL
123061-APCA	07/31/03	WEST GROUP PAYMENT CENTER	$884. 05	$95 75	CO LAW-#1000809966/MAY 31--JUNE 30'03 BILLING
				$788. 30	CO. LAW-#1000809966/JUNE 1-30'03 CHARGES
123062-APCA	07/31/03	WILLIAM PATE	$500 00	$250 00	D. CT-#821-02/I-I-O-B H
				$250 00	D. CT-#661-02/I-I-O-A G.
123063-APCA	07/31/03	WINN'S AUTO & TRUCK REPAIR	$1,752 18	$110. 00	CO S-REPAIR A. C
				$780 34	CO S-UNIT#20/REPAIR A C
				$312. 50	CO S-REPLACE ALTERNATOR; WIPER BLADES; LABOR
				$35. 00	CO S-CONN. ENGINE TURN LIGHT
				$43. 64	CO. S-REPLACE AC VALVE; CHARGE
				$470. 70	CO S-TRANSPORT VEHICLE REPAIRS/02 CHEVY, R28-CRM
123064-APCA	07/31/03	YOUNG'S HEATING & AIR	$1,750 00	$1,750. 00	CO. BLDGS-TAX OFFICE/A. C. REPLACED
123065-APCA	07/31/03	FIRST NATIONAL BANK GILMER	$375,000 00	$375,000. 00	CD#35536 PURCHASED@1. 53%(15days)TO MATURE 08/15/03
123066-APCA	07/31/03	WAL-MART #146	$262 00	$262. 00	DA-QUENTIN PAIR/HOT CK. RESTITUTION
123079-APCA	07/31/03	TEXAS TRAUMA & EMERGENCY CA	$257 00	$257 00	CO JAIL-CASE#03-02659/SEXUAL ASSAULT REIMB
123091-APCA	08/08/03	EAST TEXAS MEDICAL	$1,710 00	$1,710 00	CO. JAIL-#3553229/LINZY MARSHALL 6/20/03(PANOLA COUNTY INMATE)
123092-APCA	08/08/03	VERIZON SOUTHWEST	$5,795 63	$5,722. 37	TELECOMM-903 843-4000 980908/@10522928321740270B, 7/19/03 BILLING
				$73. 26	TELECOMM-903 843-6500 011207/10522928195377660I, 7/19/03 ISDN BILLING
123093-APCA	08/08/03	FIRST NATIONAL BANK GILMER	$200,000. 00	$200,000 00	CD#35606 PURCHASED@1 57%(21days)TO MATURE 8/29/03
123120-APCA	08/12/03	FIRST NATIONAL BANK GILMER	$140,000 00	$140,000_00	CD#35543 PURCHASED@1. 58%(17days)TO MATURE 08/29/03
123121-APCA	08/14/03	FIRST NATIONAL BANK GILMER	$80,513. 75	$80,513 75	DEBT. SERVICE-C O. 'S SERIES'97 INTEREST DUE

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Check #...	HC	Date . .	Vendor.....	Check Amount	Invoice Amts	Invoice Descriptions..... ....
					08/13/03	
Total for APCA - Accounts Payable Clearing Account				$1,258,829.29		

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Check #	HC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
1776-FNB 125		07/31/03	UPSHUR CO OPERATING ACCOUNT	$1,218 52	$1,218 52	07/31/03 125 PLAN CANCER/HEART/STROKE PREMIUMS
1777-FNB. 125		07/31/03	UPSHUR COUNTY INSURANCE ACCO	$5,264 22	$5,264 22	07/31/03 125 PLAN DEPENDENT INS. PREMIUMS
Total for FNB 125 - IRC/125 PLAN				$6,482.74		

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Check #. .	HC Date .	Vendor	Check Amount	Invoice Amts	Invoice Descriptions..... .....
1302-FNB INS	07/31/03	EXPRESS SCRIPTS, INC.	$9,683 90	$9,683.90	PCY 07/15/03 BILLING
1303-FNB INS	07/31/03	HEALTHCARE PARTNERS HEALTH P	$61 50	$61.50	07/31/03 125 PLAN ADMIN FEES
1304-FNB INS	07/31/03	HEALTHFIRST TPA	$46,229 97	$46,229 97	GROUP UPS01 MONTHLY COSTS 08/03
1305-FNB INS	07/31/03	UPSHUR COUNTY INSURANCE CLEA	$48,067 07	$48,067.07	07/24/03 UP REGISTER
Total for FNB INS - INSURANCE			$104,042.44		
Grand Total			$1,369,334 47		

245 records listed.

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COUNTY JUDGE, DEAN FOWLER

COMMISSIONER PCT#1, JOE ORMS

COMMISSIONER PCT#2, JOE E. FERGUSON

COMMISSIONER PCT#3, RICK JACKSON

COMMISSIONER PCT#4, GARY DRENNAN

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UPSHUR COUNTY — JURY SELECTION SYSTEM — 06 Aug 2003

THE SOFTWARE GROUP, INC. — JUNE-2003 GRAND JURY 08/05/03 — Check Register for 08/06/03 — PAGE 1

Check Number...	Title	Name.	Check Name	Juror ID	Check Date	Amount . .	Ck Status	Court
123080-APCA	Mr.	JON WILLIAMSON	JON WILLIAMSON	143984	08/06/2003	$10.00		115
123081-APCA	Mr	BERNARD RAYMOND SMITH	BERNARD RAYMOND SMITH	191575	08/06/2003	$10 00		115
123082-APCA	Mr	CHARLES ELWYN HARRISON	CHARLES ELWYN HARRISON	190145	08/06/2003	$10 00		115
123083-APCA	Ms	DONNA LYNN LOUVIER	DONNA LYNN LOUVIER	150154	08/06/2003	$10 00		115
123084-APCA	Ms.	LINDA KAY DEAN	LINDA KAY DEAN	3346	08/06/2003	$10 00		115
123085-APCA	Mr	SCOTT DWAYNE NOLAN	SCOTT DWAYNE NOLAN	150523	08/06/2003	$10.00		115
123086-APCA	Ms	MARTHA P SHIPP	MARTHA P SHIPP	218764	08/06/2003	$10 00		115
123087-APCA	Ms	CHARLES RAY EWINGS	CHARLES RAY EWINGS	211122	08/06/2003	$10.00		115
123088-APCA	Ms	BIDGET R MOORE	BIDGET R MOORE	191893	08/06/2003	$10 00		115
123089-APCA	Mr.	ELTON EUGENE LEATHERWOOD	ELTON EUGENE LEATHERWOOD	2436	08/06/2003	$10 00		115
123090-APCA	Ms	GINA BRASHER	GINA BRASHER	151130	08/06/2003	$10 00		115
						==========		
Check Amounts						$110.00		

11 records listed.

UPSHUR COUNTY — JURY SELECTION SYSTEM — 31 Jul 2003

THE SOFTWARE GROUP, INC — JUNE-2003 GRAND JURY 07/25/03 — Check Register for 07/31/03 — PAGE 1

Check Number ...	Title	Name.....	Check Name.....	Juror ID	Check Date	Amount .	Ck Status	Court
123067-APCA	Mr.	JON WILLIAMSON	JON WILLIAMSON	143984	07/31/2003	$10 00		115
123068-APCA	Mr.	BERNARD RAYMOND SMITH	BERNARD RAYMOND SMITH	191575	07/31/2003	$10 00		115
123069-APCA	Mr.	CARLOS MUNOZ	CARLOS MUNOZ	161456	07/31/2003	$10.00		115
123070-APCA	Mr	CHARLES ELWYN HARRISON	CHARLES ELWYN HARRISON	190145	07/31/2003	$10.00		115
123071-APCA	Ms.	DONNA LYNN LOUVIER	DONNA LYNN LOUVIER	150154	07/31/2003	$10 00		115
123072-APCA	Ms.	LINDA KAY DEAN	LINDA KAY DEAN	3346	07/31/2003	$10 00		115
123073-APCA	Mr.	SCOTT DWAYNE NOLAN	SCOTT DWAYNE NOLAN	150523	07/31/2003	$10.00		115
123074-APCA	Ms	SELENIA MORGAN	SELENIA MORGAN	218763	07/31/2003	$10 00		115
123075-APCA	Ms	MARTHA P SHIPP	MARTHA P SHIPP	218764	07/31/2003	$10 00		115
123076-APCA	Ms	CHARLES RAY EWINGS	CHARLES RAY EWINGS	211122	07/31/2003	$10 00		115
123077-APCA	Mr.	ELTON EUGENE LEATHERWOOD	ELTON EUGENE LEATHERWOOD	2436	07/31/2003	$10 00		115
123078-APCA	Ms	GINA BRASHER	GINA BRASHER	151130	07/31/2003	$10 00		115
Check Amounts						$120.00		

12 records listed.

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COUNTY ROAD EASEMENT

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR)

That Robert Wessman and wife, Richelle Wessman , (hereinafter called "Grantor(s)/Owner(s)") for and in consideration of the sum of One Dollar ($1.00) to Grantor(s)/Owner(s) in hand paid by Upshur County, through its Road Department, the receipt of which is hereby acknowledged, and for which no lien is retained, and in consideration of the terms and conditions contained herein, does/do hereby grant, sell and convey unto Upshur County, Texas, (hereinafter called "Grantee/ County"), an easement for the expansion, construction and maintenance of existing County Road South River Road , with drainage ditches, culverts and entrances (hereinafter called "County Road"), a distance of approximately 1423.5 feet of right of way as described in Exhibit " A " attached hereto and made a part hereof, being approximately 30 feet on either or both sides of the centerline of the County Road as further described in Exhibit "A".

Grantor(s)/Owner(s) further grant, sell and convey unto Grantee/County an easement over, under and across Grantor(s)/Owner(s)' property immediately adjacent to said 60-foot strip as may be necessary for the construction and/or maintenance of the County Road.

Grantee/County shall have the right to cut and trim trees or shrubbery which may encroach upon the easement area herein conveyed and Grantee/County shall dispose of all cuttings and trimmings either by piling and burning within the easement area or by loading and hauling away from the premises.

This easement, rights and privileges herein granted shall be perpetual with Grantor/Owner(s) binding themselves, their heirs and legal representative, to warrant and forever defend the easement and rights unto Grantee/County, its successors and assigns against every person lawfully claiming or to claim same or any part thereof.

TO HAVE AND TO HOLD this easement unto Grantee/County subject, however, to the conditions, covenants and agreements to be kept, observed and performed by Grantee/County as follows:

☒ Grantee/County, through its Road Department, agrees to replace Grantor(s)/Owner(s)' existing fence with Grantee's/County's standard fence, along the right-of-way line to serve the abutting property needs. A diagram and description of the fence is attached hereto as Exhibit "B" and incorporated herein for all purposes; or

☐ Grantee/County hereby acknowledges that Grantor(s)' /Owner(s)' ~~existing~~ fence exceeds Grantee's/County's standard fence and Grantee/County, through its Road Department agrees to replace Grantor(s)'/Owner(s)' fence with ~~the same~~ type of fence as is attached hereby as Exhibit "B" and incorporated ~~herein~~ for all purposes; or

☐ Grantee/County agrees to pay Grantor(s)/Owner(s) ~~zero dollars~~ and seventy-five cents ($0.75) per linear foot as additional consideration ~~so as to~~ defray the anticipated cost of Grantor(s)/Owner(s) replacing said existing fence.

It is expressly understood and agreed between the parties that should Grantee/County replace fencing by virtue of this easement agreement, the replacement fence shall be the property of Grantor(s)/Owner(s) and Grantee County will not be liable or in any way responsible for any reconstruction, maintenance or adjustment whatsoever with regard to such fencing.

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As additional consideration for said easement, Grantee/County agrees to relocate existing driveway culverts, when necessary, or, if the existing driveway culverts cannot be moved agrees to furnish a new driveway culvert.

GRANTOR(S)/OWNER(S)

R Wessman

R

GRANTEE/COUNTY

BY ITS COUNTY JUDGE

GRANTOR(S)/OWNER(S) ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared Robert C Richelle Wessman, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 28th day of July, 2003

L. Loree Samford
Notary Public - State of Texas

L. LOREE SAMFORD
Notary Public, State of Texas
My Commission Expires 04-10-07

GRANTEE/COUNTY ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared Dean Fowler, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that same was the act of Upshur County for the purposes and consideration therein pressed, and in the capacity stated.

GIVEN under my hand and seal of office, this _____ day of _____, 20___.

_____
Notary Public - State of Texas

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Exhibit "A"

Part of that certain lot, tract or parcel of land being all that certain 66.2 acre tract of land in the Otis McGaffey Survey, Abst. No. 336, Upshur County, Texas, and being out of the original C. W. Williams Estate lands, and being described in a Warranty Deed from Stephen E. Dean, Sole Shareholder of Lasco, Inc., a dissolved Texas corporation, to Robert Wessman and wife, Richelle Wessman recorded in Volume 498 Page 331 of the Deed Records of Upshur County, Texas and being more particularly described as follows:

Beginning at a point North 60 degrees East 1274 feet from the Northwest Corner of the original C. W. Williams tract, said point being the Northeast Corner of the Evelyn Williams Ottmer 32.82 acre tract and being in center of county road;

Thence South 21 degrees 30 minutes East 1423.5 feet along the center of said road and the East Boundary Line of the Ottmer land to stake for corner, said point being in the South Boundary Line of the original Williams land;

Thence South 87 degrees 15 minutes East 32.90 feet along the South Boundary Line of the original Williams land to a point;

Thence North 21 degrees 30 minutes West 1441.50 feet along a line parallel with and 30 feet perpendicular offset from the center of said county road to a point in the North Boundary Line of said 66.2 acre tract of land;

Thence South 60 degrees West 30.33 feet along said North Boundary Line to the point of beginning and containing 0.99 acres, more or less.

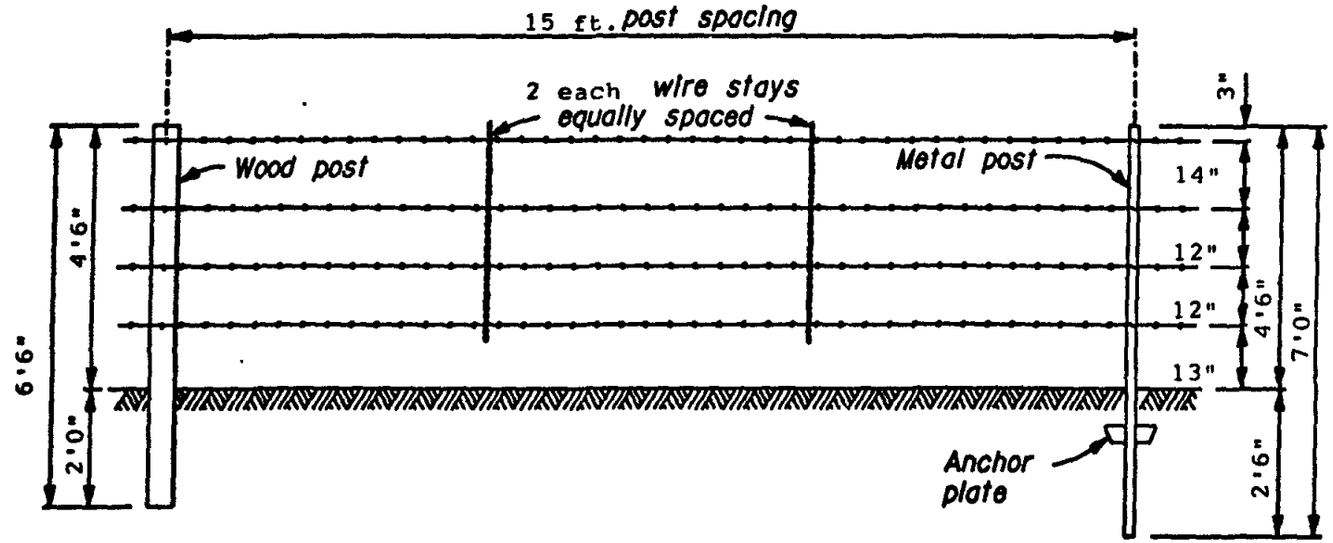

EXHIBIT "B"

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VOL 64 PG 1009

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1

First Party agrees to use only that section of (described exact route, direction and miles in tenths) 1 2 MILES ON Dial Road and 1/2 mile on River Oak Road

2.

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

3.

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

4

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

5.

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

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716 , V.A.C S., but the rights and authority granted the Commisssioner 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.

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WOODLANDS FOREST SERVICE

By Jackie Giles
First Party Signature

P. O. Box 243
Street or Box

Bloomburg, Texas 75556
City, State and Zip Code

903-728-5543
Telephone

Charles Crabtree
Timber Tract

8-6-03
Date Signed

County Judge - Dean Fowler

Commissioner, Prec. 1 - Joe Orms

Commissioner, Prec. 2 - Joe E. Ferguson

Commissioner, Prec. 3 - Rick Jackson

Commissioner, Prec. 4 - Gary Drennan

Date signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

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SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths) Chinaberry 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 lands location in Precinct No. 3, Upshur County.

4.

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

5.

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

6.

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

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Cindy McKee
First Party Signature

P.O. Box 8103
Street or Box

Marshall Tx. 75671
City, State and Zip Code

903-927-2050
Telephone

Timber Tract

August 14, 2003
Date Signed

Dean Fowler
County Judge - Dean Fowler

Joe Orms
Commissioner, Prec. 1 - Joe Orms

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

Rick Jackson
Commissioner, Prec. 3 - Rick Jackson

Gary Drennan
Commissioner, Prec 4 - Gary Drennan

Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

Property off of: Lilac
Mailing Address: ~~2092~~ ~~2992~~ Lilac Road
Gilmer, Texas 75645
Telephone No.: 903-797-2459

VOL 64 PG 1013

LETTER AGREEMENT

Date: July 21, 2003

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

RECITALS

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

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

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

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress there from for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.

2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.

3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/
LEGAL POSSESSOR
Estate of Rosa the Roberson
Annie Jones, Guardian
Annie Jones

UPSHUR COUNTY
By
Its County Judge

VOL 164 PG 1014

Property off of Hare Rd.
Mailing Address: 3501
Hare Rd
Gilmer TX 75645
Telephone No 903 725-7509

LETTER AGREEMENT

Date: 7-30-03, 2002

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

RECITALS

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

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

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

1. Property Owner hereby expressly gives permission for County, through its Road Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of disposing of certain dirt, silt or other by-products of right-of-way dredging.

2. County agrees that it will use due care to avoid damage to Property Owner's land in the disposal of said materials upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents disposing of these materials onto Property Owner's property will not be held responsible for any related damage in connection with said disposal of these materials onto Property Owner's land, and Property Owner hereby agree to indemnify and hold County harmless from contents of the dredged material and from any and all other damages to persons or property associated with County's placing said material on Property Owner's property.

3. Both parties agree that this letter agreement contains the parties' entire agreement.

PROPERTY OWNER/
LEGAL POSSESSOR

D.W. Jones

UPSHUR COUNTY

By _____
Its County Judge

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

VOL 64 PG 1015

PRECINCT 3 DATE: July 31, 2003

Formal notice is hereby given that JOHN PONTELLO, whose principal address is Cherry Road, Gilmer, TX 75644, does hereby purpose to place a culvert within the ROW of County Road Cherry. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of August, 2003. I, John Pontello, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: John D. Pontello

TELEPHONE: 903-723-1627

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated July 31, 2003, 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 64 PG 1014

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

APPROVED ON THIS 15 DAY OF August, 2003.

County Judge - Dean Fowler

Commissioner, Precinct #1, Joe Orms

Commissioner, Precinct #2, Joe E. Ferguson

Commissioner, Precinct #3, Rick Jackson

Commissioner, Precinct #4, Gary Drennan

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

VOL 64 PG 1017

PRECINCT 3 DATE July 29, 2003

Formal notice is hereby given that Ed Carter, whose principal address is 9875 FM 1002 S., does hereby purpose to place a driveway within the ROW of County Road 1063 Catalpa. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 29th day of July, 2003. I, Ed Carter, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: E. E. (Ed) Carter
TELEPHONE: 903 636 4970

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed driveway as shown by accompanying drawings and notice dated July 29, 2003, 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 under-stood 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 64 PG 1018

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

APPROVED ON THIS 15 DAY OF August, 2002.

County Judge -Dean Fowler

Commissioner, Precinct #1, Joe Orms

Commissioner, Precinct #2, Joe Ferguson

Commissioner, Precinct #3, Rick Jackson

Commissioner, Precinct #4,Gary Drennan

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

VOL 64 PG 1019

PRECINCT 1 DATE: August 14, 2003

Formal notice is hereby given that DARREN SMITH, whose principal address is ___ Teal Road, Gilmer, TX, does hereby purpose to place a culvert within the ROW of County Road Teal. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of August, 2003. I, Darren Smith, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Darren Smith

TELEPHONE: 903-918-6413

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated August 14, 2003, 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 64 PG 1020

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

APPROVED ON THIS 15 DAY OF AUGUST, 2003.

County Judge - Dean Fowler

Commissioner, Precinct #1, Joe Orms

Commissioner, Precinct #2, Joe E. Ferguson

Commissioner, Precinct #3, Rick Jackson

Commissioner, Precinct #4, Gary Drennan

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT VOL 64 PG 1021
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 2 DATE: July 23, 2003

Formal notice is hereby given that CLIFTON HOLMES, whose principal address is 2463 Myrtle Road, Diana, TX 75640, does hereby purpose to place a culvert within the ROW of County Road Myrtle. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 31st day of July, 2003. I, Clifton Holmes, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: Clifton L. Holmes

TELEPHONE: 903-663-3804

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated July 23, 2003, 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 164 PG 1022

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

APPROVED ON THIS 15 DAY OF AUGUST, 2003.

County Judge - Dean Fowler

Commissioner, Precinct #1, Joe Orms

Commissioner, Precinct #2, Joe E. Ferguson

Commissioner, Precinct #3, Rick Jackson

Commissioner, Precinct #4, Gary Drennan

VOL 64 PG 1023

APPLICATION FOR FILLING ABANDONED WELL

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

Re: Abandoned well owned by : John Melvin Dodd

On 1158 Boxwood Road. Precinct 3
well is about 50 feet behind my house.

GENTLEMEN:

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

Respectfully yours,

John Melvin Dodd

PRECINCT _____
DATE: August 15, 2003

APPROVED X REJECTED _____

County Judge, Dean Fowler

Commissioner, Prec. #1, Joe Orms

Commissioner, Prec. #2, Joe E. Ferguson

Commissioner, Prec. #3, Rick Jackson

Commissioner, Prec. #4, Gary Drennan

VOL 64 PG 1024

TO COMMISSIONERS COURT:

THE FOLLOWING PEOPLE WILL SERVE AS ELECTION JUDGES OR ALTERNATE JUDGES FOR THE CONSTITUTIONAL AMENDMENT ELECTION ONLY.

JAMES CRITTENDEN-JUDGE-PRECINCT #1
JANE HANKNIS-JUDGE-PRECINCT #6
AGNES NIX-ALTERNATE JUDGE-PRECINCT #6
JEWEL RICHARDS-JUDGE-PRECINCT #17
BETTY ROBERTS-JUDGE-PRECINCT #18
JANIS DACUS-ALTERNATE JUDGE#18
JOYCE MOON-ALTERNATE JUDGE #19

VOL 64 PG 1025

AUGUST 14, 2003

TO UPSHUR COUNTY COMMISSIONERS COURT

PURSUANT TO RULE 81.161 OF THE TEXAS ADMINISTRATIVE CODE, I AM REQUESTING THE ATTACHED BILL BE PAID FROM OUR SURPLUS ELECTION CONTRACT FUNDS ACCOUNT.

SECTION 32.010 OF THE ELECTION CODE STATES EACH ELECTION JUDGE SHALL BE GIVEN A CURRENT DESCRIPTION OF THE BOUNDARY OF THE ELECTION PRECINCT FOR WHICH THE JUDGE IS APPOINTED.

THE INDIVIDUAL PRECINCT MAPS WERE MADE BY THE 911 MAPPING DEPARTMENT AT A COST OF APPROXIMATELY $25.00 A MAP. THE MAILING TUBES, WHICH ARE THE ITEMS I AM REQUESTING TO BE PAID FOR OUT OF THIS FUND, WILL PROTECT AND PRESERVE THESE MAPS FOR MANY ELECTIONS TO COME.

THANK YOU FOR YOUR CONSIDERATION,

Robin Rodenberg

ROBIN RODENBERG
UPSHUR COUNTY CLERK

APPROVED
9/15/03

VOL 64 PG 1026

SAV-ON OFFICE SUPPLY
109 Simpson
Gilmer TX 75644
Phone: (903) 843-3093
FAX: (903) 843-5329

TAX-EXEMPT INVOICE
Please Remit To:
P.O. BOX 891579
Dallas TX 75389-1579

Invoice# 2880218
Date 08/08/03
Time 10:22 AM
DueDate 09/07/03
YourPO# co clerk

Ship-To:

UPSHUR COUNTY AUDITOR
PO BOX 730
GILMER TX 75644

Ph#:903 843 4001 Route:
Attn:Wanda
robin county clerk

Bill-To:

UPSHUR COUNTY AUDITOR
PO BOX 730
GILMER TX 75644

Ph#:903 843 4001
Cust#118917 Sales Order: 634
Rep:PG Wardrup

SKU	Description	U/M	Quantity	UnitPrice	Extended
99201	TUBE,MAILING,3X36 VendItem:UUA46020 UPC#:8522/46020	EA	40	2.21	88.40NT

Thanks For Shopping at SAV-ON

Robin Rodenberg

Internal Ref(s):800016

(Please Pay From This Copy)

Store:6900 OrdEn:JOHNNA

Total Sales: 88.40

SAVON Charge: 88.40

Merchandise Received By:

Payment is due within 30 days. Finance charges will be assessed on invoices not paid within 30 days. No other invoice will be sent.

Tax ID: GOV

Pay out of acct
45-385-0000
(Election Surplus)

INTERLOCAL AGREEMENT

STATE OF TEXAS

COUNTY OF UPSHUR

Whereas, the County of Upshur, Texas, hereinafter called "County" and the City of Ore City, Texas, hereinafter called "City", desire to enter into an agreement concerning road work inside of city limits: and

Whereas, V.T.C.A. Government Code Chapter 791 provides authorization for Interlocal Cooperation Contracts;

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by the County and City for the mutual consideration stated herein.

WITNESSETH:

I.

The effective date of this agreement shall be the same date the last of the two parties accepts the agreement.

II

This agreement shall end upon completion of the work or one year from the effective date of this agreement, whichever shall come first.

III.

For the purposes and consideration stated and contemplated, the City does propose to contract with Upshur County Road and Bridge Department to exchange labor, material and equipment use to mutually benefit both parties in the improvement of city streets and adjacent county roads. The city agrees to furnish to the County refinery grade asphalt base road oil and sand material for the oil sand mix in an amount sufficient to cover several city streets and the adjacent county roads. To supplement county equipment and labor the city will make available the street maintenance equipment and labor controlled by the City to complete these projects. The City agrees to furnish a like amount of equipment hours and labor on adjacent county roads as the Upshur County Road and Bridge Department expends on any city streets. It is understood by both parties that the City of Ore City and Upshur County will pay for these services with funds currently available to each party.

IV.

The objective of the agreement is for the County and City with road maintenance to the mutual benefit of both parties.

V.

The city agrees to indemnify and save harmless the County from any liability of damages the County may suffer as a result of claims, demands, costs of judgments against the County arising out of the performance of the services under this agreement or arising from any accident, injury or damage whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this agreement, except for any liability or damages caused by the negligence of the County, its agents officers and/or employees.

VI.

This agreement represents the entire agreement between the County and the City and supersedes all prior agreements either written or oral. This agreement may be amended only by written instrument signed by the county and the City.

VII.

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

VIII.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

IX.

The County shall have the right to perform the work at a time of its choosing or not to perform the work at all if otherwise obligated by its own work. The City shall have the right to prevent the work from being done if they determine that they want the work done by someone other than the County.

X.

The undersigned officers of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement if the agreement is approved by the elected governing bodies of the respective parties in open meetings, properly called under the Texas Open Meeting Act.

VOL 64 PG 1029

EXECUTED in duplicate originals by the County of Upshur on the 15 day of August, 2003.

COUNTY OF UPSHUR

County Judge Dean Fowler

Commissioner Pct #1 Joe Orms

Commissioner Pct #2 Joe Ferguson

Commissioner Pct #3 Rick Jackson

Commissioner Pct #4 Gary Drennan

CITY OF ORE CITY

Mayor Glenn Breazeale

Councilmember Genevia Christian

Councilmember Mary Graham

Councilmember Tony Hiles

Councilmember Carl Sartain

Councilmember Jeannette Orms

VOL 164 PG 1030

ATTENDANCE SIGN-IN SHEET

LOCATION: UPSHUR COUNTY COMMISSIONERS COURT

DATE: 8-15 -, 2003

1. Charles Daniels	1. Bldg Maint
2. Joyce Thompson	2.
3. Mike Smith	3.
4. Margie Clement	4.
5. Jay Caldwell	5. Gilmer
6. Ruth Ford	6.
7. Bronwen Arack	7. Gilmer
8. Garland Williams	8. Gilmer
9. Lee Williams	9. Gilmer
10. Michael Wilson	10. Road & Bridge
11. [illegible]	11.
12. Carolyn Bullock	12.
13. Mac Overton	13. Mayor
14. Phillip Williams	14. Glade
15. Arnold Lewis	15.
16.	16.
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UPSHUR COUNTY, TX.
BY _____ DEPUTY

ROBIN ROMENBERG
COUNTY CLERK