NOTICE OF MEETING

COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
TUESDAY, NOVEMBER 15, 2005, 9:00 AM, REGULAR SESSION
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

AGENDA

1. Consider and take action on approval of:

   A. Accept for recording all payroll changes;
   B. Payroll;
   C. Budget amendments;
   D. Accounts payable;
   E. Treasurer's monthly report;
   F. Accept Auditor reports for recording;
   G. Applications for use of Upshur County roads and rights-of-way; and
   H. 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 action to approve contract with Texas Local Government Purchasing Cooperative.

4. Discuss and take action regarding improvements and repair to library roof.

5. Discuss and take action regarding removing small bushes from the large war memorial on the south side of the Courthouse and replacing with white rocks or other improvements.

6. Discuss and take action to extend deadline to include part time employees in the retirement system.

7. Discuss and take action to approve and execute oil and gas lease for .75 acre tract foreclosed for delinquent taxes.

8. Discuss and take action to set dates for the sale of surplus county property.

Joe Ferguson,
Upshur County Commissioner, Pct. 2

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ROBIN ROSENBERG
COUNTY CLERK
2005 NOV 10 P 2:13

COPY

UPSHUR COUNTY COMMISSIONER'S COURT

NOVEMBER 15, 2005

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

1. A. MOTION BY BUDDY FERGUSON SECONDED BY JAMES CRITTENDEN TO ACCEPT FOR RECORDING ALL PAYROLL CHANGES. MOTION CARRIED. COPY OF PAYROLL CHANGES ATTACHED.

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

C. MOTION BY JAMES CRITTENDEN SECONDED BY GARY DRENNAN TO APPROVE BUDGET AMENDMENTS. MOTION CARRIED. COPY OF BUDGET AMENDMENTS ATTACHED.

D. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO APPROVE ACCOUNTS PAYABLE WITH THE EXCEPTION OF PAYMENT TO JAMES CRITTENDEN FOR MILEAGE REIMBURSMENT. MOTION DID NOT CARRY WITH LLOYD CRABTREE AND JAMES CRITTENDEN VOTING NO. JUDGE FOWLER BROKE TIE, OPPOSING THE MOTION.

MOTION BY LLOYD CRABTREE SECONDED BY JAMES CRITTENDEN TO APPROVE PAYMENT OF ACCOUNTS PAYABLE NOW DUE. MOTION CARRIED WITH COMMISSIONER'S CRABTREE AND CRITTENDEN AND JUDGE FOWLER VOTING YES.

E. MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO ACCEPT FOR RECORDING THE TREASURER'S MONTHLY REPORT FOR THE MONTH OF OCTOBER. MOTION CARRIED. COPY OF MONTHLY REPORT ATTACHED.

F. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO ACCEPT FOR REOCRDING AUDITOR REPORTS. MOTION CARRIED. FINANCIAL STATEMENTS FOR THE MONTH ENDING OCTOBER 31, 2005 ON FILE IN COUNTY CLERK'S OFFICE. COPY OF AUDITOR'S REPORT ATTACHED.

G. MOTION BY LLOYD CRABTREE SECONDED BY JAMES CRITTENDEN TO ACCEPT FOR RECORDING THE FOLLOWING APPLICATIONS FOR USE OF COUNTY ROADS AND RIGHTS-OF-WAY:

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY JANE BUMGARNER TO FILL ABANDONED WELL ON SCRUB PINE ROAD.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY PINES CATHOLIC CAMP TO FILL ABANDONED WELL ON WHITE PINE ROAD.

PERMIT APPLICATION SUBMITTED BY JAMES PIERCE TO PLACE A CULVERT WITHIN THE ROW OF BOB O LINK ROAD.

PERMIT APPLICATION SUBMITTED BY JAMES JORDAN TO PLACE A CULVERT WITHIN THE ROW OF PHEASANT ROAD.

PERMIT APPLICATION SUBMITTED BY DARLENE MARSHALL TO PLACE A CULVERT WITHIN THE ROW OF MALLARD ROAD.

PERMIT APPLICATION SUBMITTED BY PHYLISS BUNN TO PLACE A CULVERT WITH IN THE ROW OF MIMOSA ROAD.

PERMIT APPLICATION SUBMITTED BY ESCAVATION SPECIALISTS TO PLACE A CULVERT WITHIN THE ROW OF HOLLYHOCK ROAD.

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

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

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

2. MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO ACCEPT BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID $3,800.00 FOR 1.1 ACRES IN THE LUMBRERA SURVEY. MOTION CARRIED.

MOTION BY BUDDY FERGUSON SECONDED BY GARY DRENNAN TO ACCEPT BID FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID $3,500.00 FOR LOTS 19, 21 & 22 BLOCK 1 PINEVIEW ADDITION. MOTION CARRIED.

3. MOTION BY GARY DRENNAN SECONDED BY BUDDY FERGUSON TO APPROVE CONTRACT WITH TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE. MOTION CARRIED. COPY OF CONTRACT ATTACHED.

4. MOTION BY LLOYD CRABTREE SECONDED BY BUDDY FERGUSON TO TABLE AGENDA ITEM CONCERNING IMPROVEMENTS AND REPAIR TO LIBRARY ROOF. MOTION CARRIED.

5. MOTION BY GARY DRENNAN SECONDED BY JAMES CRITTENDEN TO REMOVE BUSHES FROM THE LARGE WAR MEMORIAL ON THE SOUTH SIDE OF COURTHOUSE AND REPLACING WITH WHITE ROCKS. MOTION CARRIED.

6. MOTION BY BUDDY FERGUSON SECONDED BY LLOYD CRABTREE TO EXTEND DEADLINE TO INCLUDE PART TIME EMPLOYEES IN THE RETIREMENT SYSTEM. MOTION CARRIED. COPY OF RESOLUTION ATTACHED.

7. MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO APPROVE AND EXECUTE OIL AND GAS LEASE FOR 0.75 ACRE TRACT FORECLOSED FOR DELINQUENT TAXES. MOTION CARRIED. COPY OF LEASE ATTACHED.

8. MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO SET DATES FOR THE SALE OF SURPLUS PROPERTY. SALE TO BE DECEMBER 3, 2005 AT 10:00 AM. VEIWING TO BE DECEMBER 2, 2005 FROM 9:00 AM TO 4:30 PM AT THE PORTER BUILDING. MOTION CARRIED.

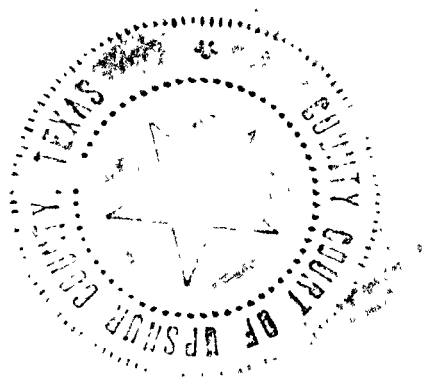
MOTION BY LLOYD CRABTREE SECONDED BY GARY DRENNAN TO ADJOURN. MOTION CARRIED.

BILLS PREVIOUSLY APPROVED ON OCTOBER 31, 2005 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

JURY SELECTION LIST PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

ATTESTED BY COUNTY CLERK



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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11/3/05 Dept 560 / Co Sheriff

Employee David Dickerson

Social Security No _____ Emp ID# 1255

X	CHANGES(S)	FROM	TO
	Grade Step	19, 10	19, 14
	Rate	#1365.91 s/m	#1418.96 s/m
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments Lieutenant from Investigator position

Authorized by _____

Approved by _____ Date 11-14-05

BP-G1503

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT 6

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11-19-05 Dept Sheriff

Employee Anthony Taylor

Social Security No _____ Emp ID# 1119

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

REASON(S) FOR THE CHANGE(S)

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

Comments Anniversary Date 11/19/05

4 years $8 3/m

Authorized by _____

Approved by _____ Date

BP-G1503

Upshur County
Payroll Change Report
11/15/05

EFFECTIVE DATE	DEPT #	POSITION	EMPLOYEE NAME	G,S FROM	G,S TO	FROM AMT	TO AMT	REASON FOR CHANGE
11/03/05	560	LIEUTENANT	DAVID DICKERSON	19,10	19,14	$1365 91 S/M	$1418 96 S/M	LIEUTENANT FROM INVESTIGATOR POSITION

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UPSHUR COUNTY LONGEVITY REPORT
11/15/05

EFFECTIVE DATE	DEPT.	EMP. ID	EMPLOYEE NAME	LONGEVITY	AMOUNT	ANNIVERSITY DATE
11/19/05	560	1119	ANTHONY TAYLOR	4 YEARS	$8 S/M	11/19/05

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 NOV 15 A 9:51
TX.
JTY

DEP..	Check Date	Check Number	GROSS PAY..	GROSS PAY..	Issued to.....
401	11/15/05	20049-PCA	1,645.43	1,645.43	DRENNAN, GARY L
401	11/15/05	20050-PCA	1,645.43	1,645.43	FERGUSON, JOE E
401	11/15/05	138291002-PC A	2,053.77	2,053.77	FOWLER, JERALD DEAN
401	11/15/05	138291000-PC A	1,645.43	1,645.43	CRABTREE, LLOYD A
401	11/15/05	138291001-PC A	1,645.43	1,645.43	CRITTENDEN, JAMES L
401	11/15/05	20051-PCA	945.55	945.55	WHITESIDE, RUTH TYSON
***				9,581.04	
403	11/15/05	138291004-PC A	1,077.64	1,077.64	CAIN, DERONDA KAYE
403	11/15/05	138291005-PC A	839.46	839.46	COX, GLENDA M
403	11/15/05	138291007-PC A	932.29	932.29	SEAHORN, LORY D
403	11/15/05	20052-PCA	782.42	782.42	GIPSON, SANDEE TERESA
403	11/15/05	20053-PCA	755.90	755.90	HARRIS, JERRY LINN
403	11/15/05	20055-PCA	303.75	303.75	RATCLIFFE, HEATHER ANN
403	11/15/05	20056-PCA	340.20	340.20	SUSTAIRE, MARGE E
403	11/15/05	138291003-PC A	364.50	364.50	BRADLEY, KEISHA N
403	11/15/05	20057-PCA	663.06	663.06	THARP, JENNIFER J
403	11/15/05	138291008-PC A	958.29	958.29	WINCHESTER, BARBARA L.
403	11/15/05	138291006-PC A	1,545.52	1,545.52	RODENBERG, ROBIN D.
403	11/15/05	20054-PCA	742.63	742.63	JACKSON, STACY K
***				9,305.66	
405	11/15/05	20058-PCA	1,245.72	1,245.72	LOYD, DANNY MICHAEL
***				1,245.72	
411	11/15/05	138291009-PC A	1,153.21	1,153.21	KELLEY, KARMEN CITA
***				1,153.21	
426	11/15/05	138291010-PC A	1,322.40	1,322.40	CULBERSON, KRISTIN E
***				1,322.40	
435	11/15/05	20059-PCA	199.31	199.31	BLASINGAME, ALICE P
435	11/15/05	138291011-PC A	1,376.63	1,376.63	HENRY, KRISTI L
435	11/15/05	20060-PCA	1,994.40	1,994.40	DRENNAN, DEANNA R.
***				3,570.34	
450	11/15/05	138291014-PC	845.46	845.46	MARSHALL, LORING F.

DEP.	Check Date	Check Number	GROSS PAY.	GROSS PAY.	Issued to.....
450	11/15/05	138291016-PCA	832.20	832.20	SMITH,SUSAN K.
450	11/15/05	138291012-PCA	1,545 52	1,545 52	BULLOCK,CAROLYN SUE
450	11/15/05	138291015-PCA	937.03	937.03	PATE,CASEY N.
450	11/15/05	20062-PCA	811.68	811.68	RICHARDSON,MARGARET A
450	11/15/05	138291013-PCA	935.03	935.03	CHEVALIER,MELISSA K.
450	11/15/05	20061-PCA	1,065.64	1,065.64	HENSON,TEENA
***				6,972 56	
451	11/15/05	138291019-PCA	835 46	835 46	NORRED,LAURA L
451	11/15/05	138291018-PCA	984.08	984.08	MANES,AMNA WYONE
451	11/15/05	138291017-PCA	1,133 00	1,133.00	GRIMES,ARNOLD
***				2,952.54	
452	11/15/05	138291020-PCA	881.24	881.24	GRIFFITH,MICHELE D
452	11/15/05	138291021-PCA	826.20	826 20	PEEL,KIMBERLY A
452	11/15/05	138291022-PCA	1,133.00	1,133.00	POTTER,LYLE M. JR.
***				2,840.44	
453	11/15/05	138291024-PCA	1,133 00	1,133.00	PERRY,CAROLYN JO
453	11/15/05	138291023-PCA	877.24	877.24	LEE,BRANDY L.
***				2,010.24	
454	11/15/05	20063-PCA	951.44	951.44	JEWKES,SHERYL L
454	11/15/05	20065-PCA	114.62	114.62	RUSSELL,JAMES D
454	11/15/05	20064-PCA	1,133.00	1,133.00	RAY,WILLIAM VALTON
***				2,199.06	
476	11/15/05	138291029-PCA	1,418.54	1,418.54	MCCRAVEN,TRACI LYN
476	11/15/05	138291027-PCA	1,590.38	1,590.38	JETER,DONALD R
476	11/15/05	138291025-PCA	2,213 89	2,213.89	CARIKER,TIMOTHY J
476	11/15/05	138291026-PCA	1,030.05	1,030.05	HARRIS,NANCY J.
476	11/15/05	20067-PCA	768.00	768.00	JONES,STEPHANIE
476	11/15/05	138291030-PCA	1,666.67	1,666 67	WOOD,ROBYN K
476	11/15/05	20066-PCA	623 59	623.59	FROST,CYNTHIA JAN

DEP..	Check Date	Check Number	GROSS PAY..	GROSS PAY..	Issued to.....
476	11/15/05	138291028-PC A	1,281.73	1,281.73	JONES, EVELYN D.
***				10,592 85	
495	11/15/05	138291031-PC A	1,131.56	1,131.56	HUTCHINS, WANDA L.
495	11/15/05	20068-PCA	1,714.31	1,714.31	LANGE, PAMELA GAY
***				2,845 87	
497	11/15/05	138291035-PC A	442.60	442.60	VICK, BRANDY R
497	11/15/05	138291032-PC A	808 94	808.94	BROWN, NATALIE G
497	11/15/05	138291033-PC A	1,545 52	1,545.52	HARRIS, MYRA N.
497	11/15/05	138291034-PC A	1,077.64	1,077.64	TUEL, LINDA LOUISE
497	11/15/05	20069-PCA	245.20	245.20	EVANS, MINA LEE
***				4,119.90	
499	11/15/05	20073-PCA	938.29	938.29	LEONARD, FONDA K.
499	11/15/05	138291038-PC A	898.51	898.51	GIBSON, CARLA R
499	11/15/05	20075-PCA	894 51	894 51	NEELEY, LISA D
499	11/15/05	138291036-PC A	892.51	892 51	DAVIS, BRANDY H
499	11/15/05	138291040-PC A	902.51	902.51	JENKINS, LATICIA ANN
499	11/15/05	138291041-PC A	1,545.52	1,545 52	SMITH, MICHEAL LOYD
499	11/15/05	138291042-PC A	903.01	903 01	WHITAKER, LADONNA LEE
499	11/15/05	138291037-PC A	1,014.60	1,014.60	GENTRY, PAULA A.
499	11/15/05	20071-PCA	1,010.60	1,010 60	HOWELL, LUANA GAIL
499	11/15/05	138291039-PC A	940.29	940.29	HILL, BARBARA A.
499	11/15/05	20074-PCA	900.51	900.51	MCKINLEY, CHARLOTTE ELAINE
499	11/15/05	20070-PCA	900.51	900.51	HARRIS, JOANNA S.
499	11/15/05	20072-PCA	1,109 64	1,109 64	LAMINACK, SHERRON H
***				12,851.01	
509	11/15/05	138291043-PC A	618.40	618.40	STILL, DORIS E
509	11/15/05	20076-PCA	1,048.38	1,048 38	RHODEN, STELLA GINA
***				1,666.78	
510	11/15/05	20080-PCA	937.46	937.46	HUDGINS, ROYCE L. JR
510	11/15/05	20077-PCA	75 92	75.92	BROWN, TIMOTHY C
510	11/15/05	20078-PCA	1,151 12	1,151.12	COOK, JOHN RUBIN
510	11/15/05	20079-PCA	1,321.60	1,321.60	DANIELS, CHARLES D

DEP..	Check Date	Check Number	GROSS PAY..	GROSS PAY..	Issued to.....
***				3,486.10	
551	11/15/05	138291044-PC A	885.07	885.07	HARRIS, RUSSELL T
***				885.07	
552	11/15/05	138291045-PC A	885.07	885.07	ROGERS, WILLIAM A.
***				885.07	
553	11/15/05	138291046-PC A	885.07	885.07	KUHN, JERRY LYNN
***				885.07	
554	11/15/05	138291047-PC A	885.07	885.07	KUZA, HENRY MICHAEL II
***				885.07	
560	11/15/05	138291036-PC A	2,023.19	2,023.19	STANLEY, TIMOTHY S.
560	11/15/05	20081-PCA	1,645.43	1,645.43	BETTERTON, ANTHONY S.
560	11/15/05	20083-PCA	1,201.51	1,201.51	DAVIDSON, JUSTIN SCOTT
560	11/15/05	138291052-PC A	1,201.51	1,201.51	GROSS, DON LARRY
560	11/15/05	20094-PCA	1,199.51	1,199.51	TAYLOR, ANTHONY M.
560	11/15/05	20093-PCA	1,182.26	1,182.26	STRACENER, CALEB L.
560	11/15/05	138291051-PC A	1,369.91	1,369.91	DICKERSON, DAVID LEE
560	11/15/05	138291054-PC A	1,180.26	1,180.26	MULLINS, ANDREW CHASE
560	11/15/05	20089-PCA	1,180.26	1,180.26	MCCAULEY, CHRISTOPHER H
560	11/15/05	20082-PCA	1,180.26	1,180.26	CARTER, TERRY G
560	11/15/05	138291057-PC A	1,180.26	1,180.26	THOMPSON, DAVID S
560	11/15/05	20086-PCA	1,146.39	1,146.39	JENKINS, STANLEY E.
560	11/15/05	20085-PCA	1,303.08	1,303.08	FORTSON, LARRY WAYNE
560	11/15/05	20090-PCA	1,250.04	1,250.04	MURPHY, NADRA H.
560	11/15/05	138291055-PC A	1,197.51	1,197.51	SEWELL, LARRY W.
560	11/15/05	138291048-PC A	1,371.91	1,371.91	ALFORD, JOHN MATTHEW
560	11/15/05	20084-PCA	1,299.08	1,299.08	DECUIR, JAMES A
560	11/15/05	20095-PCA	952.29	952.29	THOMPSON, NANCY K
560	11/15/05	20088-PCA	1,173.73	1,173.73	MATTHEWS, GENEVA NELL
560	11/15/05	20091-PCA	1,436.96	1,436.96	ROBERTS, GARY DALE
560	11/15/05	138291049-PC A	1,211.51	1,211.51	DANIELS, JOE NATHAN
560	11/15/05	20087-PCA	1,209.51	1,209.51	MARTIN, JOSHUA P.
560	11/15/05	138291058-PC	1,314.87	1,314.87	TILLERY, HIRAM D.

DEP.	Check Date	Check Number	GROSS PAY.	GROSS PAY.	Issued to.....
560	11/15/05	138291053-PC A	1,383.91	1,383.91	MASSOLETTI, MARTY
560	11/15/05	20092-PCA	1,326.87	1,326.87	STEELMAN, PAUL A
560	11/15/05	138291050-PC A	1,326.87	1,326.87	DAVIS, SCOTT WAYDE II
560	11/15/05	138291059-PC A	1,377.91	1,377.91	WARREN, ROXANNE
***				34,826.80	
565	11/15/05	20103-PCA	938.29	938.29	HUGHES, KAREN S
565	11/15/05	138291072-PC A	1,322.87	1,322.87	MCCAULEY, JILL A
565	11/15/05	138291082-PC A	1,068.90	1,068.90	YOUNGBLOOD, JOHN MICHAEL
565	11/15/05	20104-PCA	1,068.90	1,068.90	MONTS, DEBRA J
565	11/15/05	138291080-PC A	1,066.90	1,066.90	WARREN, DENNIS C
565	11/15/05	20097-PCA	1,066.90	1,066.90	CHOYCE, LAWANA J
565	11/15/05	138291065-PC A	1,148.39	1,148.39	BRASHER, WILLIAM A
565	11/15/05	20107-PCA	331.83	331.83	OLLER, TRACY E
565	11/15/05	138291064-PC A	1,064.90	1,064.90	BASKERVILLE, MELANIE
565	11/15/05	138291070-PC A	1,152.39	1,152.39	HUDSPETH, RONALD T
565	11/15/05	138291076-PC A	1,146.39	1,146.39	PAGE, JAMES E
565	11/15/05	20101-PCA	1,049.64	1,049.64	GRISWOLD, JAMES B
565	11/15/05	138291061-PC A	1,235.30	1,235.30	ANDREWS, TERESA L
565	11/15/05	138291081-PC A	1,148.39	1,148.39	WOLOSZYN, RICHARD JOHN
565	11/15/05	138291067-PC A	1,047.64	1,047.64	CAGE, GARY DON
565	11/15/05	20108-PCA	1,049.64	1,049.64	POWELL, CRYSTAL A
565	11/15/05	138291060-PC A	1,062.90	1,062.90	ALLEN, STELLA M
565	11/15/05	20110-PCA	1,062.90	1,062.90	SMITH, VIVIAN M
565	11/15/05	20098-PCA	798.32	798.32	DAVIS, JAMES RODNEY
565	11/15/05	138291073-PC A	1,062.90	1,062.90	MCHENRY, ANNITA
565	11/15/05	138291069-PC A	1,062.90	1,062.90	HUBBARD, STEVEN A
565	11/15/05	138291074-PC A	1,047.64	1,047.64	MORRIS, REBEKAH A
565	11/15/05	138291078-PC A	1,047.64	1,047.64	THOMAS, CLINT
565	11/15/05	138291079-PC A	1,047.64	1,047.64	WADE, CHAD D
565	11/15/05	138291075-PC A	1,047.64	1,047.64	NICHOLS, MARCUS ALLEN
565	11/15/05	138291066-PC A	1,047.64	1,047.64	CLARK, CHRISTOPHER J
565	11/15/05	20112-PCA	422.64	422.64	TUEL, CODY JOE
565	11/15/05	20100-PCA	1,110.50	1,110.50	ELLIOTT, RONNIE SCOTT

DEP.	Check Date	Check Number	GROSS PAY.	GROSS PAY.	Issued to.
565	11/15/05	138291071-PC A	1,047.64	1,047.64	HUNTER, JONATHAN ELLIS
565	11/15/05	138291077-PC A	813 00	813 00	SEWARD, JENNIFER DAWN
565	11/15/05	20111-PCA	1,047.64	1,047.64	TOWNSEND, DAVID L JR.
565	11/15/05	138291062-PC A	1,047.64	1,047.64	AULD, H B
565	11/15/05	20105-PCA	1,146.39	1,146.39	MORRIS, TIMOTHY P
565	11/15/05	20099-PCA	1,047 64	1,047 64	DUNN, BRADY
565	11/15/05	20115-PCA	1,113.95	1,113.95	WILSON, JARROD
565	11/15/05	20109-PCA	1,508.51	1,508.51	SANDERS, BOBBY NEAL
565	11/15/05	138291068-PC A	1,271.93	1,271.93	GRISWOLD, JAMES E.
565	11/15/05	138291063-PC A	1,068 90	1,068 90	BARBER, BILLIE DARLENE
565	11/15/05	20096-PCA	1,090.90	1,090.90	BEAN, ELIZABETH M.
565	11/15/05	20114-PCA	878.72	878.72	WALKER, DIANE
565	11/15/05	20102-PCA	1,088.90	1,088.90	HELPENSTILL, RAY B.
565	11/15/05	20106-PCA	1,141.95	1,141.95	NIELL, SHERRY L.
565	11/15/05	20113-PCA	1,162 39	1,162 39	WADE, ALAN M.
***				45,204.63	
570	11/15/05	138291092-PC A	1,559.00	1,559.00	MCJIMSEY, BRUCE F
570	11/15/05	138291089-PC A	2,149 00	2,149.00	HODGES, RANDAL R
570	11/15/05	138291091-PC A	1,533.00	1,533.00	LOFTICE, MIKKI MICHELLE
570	11/15/05	138291085-PC A	800.00	800.00	DURRUM, JAMES
570	11/15/05	20116-PCA	234 00	234 00	HORNBERGER, SANDRA K
570	11/15/05	138291090-PC A	1,879.50	1,879.50	HUDGINS, ROYCE L. 3RD
570	11/15/05	138291083-PC A	1,055.00	1,055.00	BERRY, DEBORAH DENISE
570	11/15/05	20117-PCA	2,567.50	2,567.50	RAY, JIMMY DARRELL
570	11/15/05	138291087-PC A	1,159 00	1,159.00	GRANT, GLENDA ANN
570	11/15/05	138291088-PC A	1,345.00	1,345.00	HANCOCK, KATHRYN B.
570	11/15/05	138291084-PC A	2,621 25	2,621.25	BROWN, CHRISTOPHER E.
570	11/15/05	138291094-PC A	2,395 00	2,395.00	SPIVEY, JOHN K
570	11/15/05	138291095-PC A	980.00	980.00	WARREN, SHERRY L.
570	11/15/05	138291086-PC A	1,559 00	1,559.00	GEE, LINDA H.
570	11/15/05	138291093-PC A	1,590.00	1,590.00	SMITH, TRACY B
***				23,426.25	
575	11/15/05	138291097-PC A	1,334.41	1,334.41	HERNDON, LORIE A

DEP..	Check Date	Check Number	GROSS PAY..	GROSS PAY..	Issued to.....
575	11/15/05	20119-PCA	1,042.88	1,042.88	HILL, JESSICA L
575	11/15/05	20118-PCA	576.00	576.00	AVEY, RONNIE L
575	11/15/05	138291099-PCA	2,020.00	2,020.00	WYLIE, MILTON J.
575	11/15/05	138291096-PCA	1,421.00	1,421.00	EDWARDS, SANDRA D.
575	11/15/05	138291098-PCA	1,556.00	1,556.00	SMITH, MELINDA L.
***				7,950.29	
580	11/15/05	138291100-PCA	1,065.64	1,065.64	EDGE, PAMELA S.
***				1,065 64	
611	11/15/05	20122-PCA	929.03	929.03	BECK, EARNEST EARL
611	11/15/05	20143-PCA	949.55	949.55	VALENTINE, MERLE WAYNE
611	11/15/05	20145-PCA	1,027.12	1,027 12	WRIGHT, JERRY D
611	11/15/05	138291103-PCA	894.51	894.51	HOYE, EARNEST T
611	11/15/05	20146-PCA	810.94	810.94	YINGLING, GARY D
611	11/15/05	20139-PCA	810.94	810.94	TACKETT, CLIFFORD A
611	11/15/05	20124-PCA	729.37	729.37	CAMPBELL, THOMAS M JR
611	11/15/05	20123-PCA	785.38	785.38	BROWN, MARCUS A
611	11/15/05	138291102-PCA	729.37	729 37	COUTON, JAMES G
611	11/15/05	20141-PCA	797.68	797.68	TENNISON, RICHARD EARL
611	11/15/05	20130-PCA	810.94	810 94	HOLEMAN, LUTHER LYNN
611	11/15/05	20137-PCA	785.38	785.38	STEGALL, TIMOTHY PHIL
611	11/15/05	20132-PCA	785.38	785.38	JONES, MITCHAEL S.
611	11/15/05	20129-PCA	785.38	785.38	GUNN, GORDON
611	11/15/05	20140-PCA	941 55	941 55	TEFTELLER, LISA ANN
611	11/15/05	20136-PCA	1,130.69	1,130.69	SMITH, EDDIE J.
611	11/15/05	20135-PCA	1,666 67	1,666 67	PENDARVIS, ABBOTT LYNN
611	11/15/05	20138-PCA	1,329.60	1,329.60	STOKER, JAMES LOUIS
611	11/15/05	20131-PCA	1,051.12	1,051.12	JEFFERY, DONALD RAY
611	11/15/05	20125-PCA	1,035 86	1,035.86	CROCKETT, HARRY JAMES
611	11/15/05	20128-PCA	949.55	949 55	GLENN, BILLY E.
611	11/15/05	20127-PCA	729.37	729.37	EDWARDS, GENERAL LEE
611	11/15/05	20147-PCA	976.08	976.08	YOUNG, JOEY A.
611	11/15/05	20144-PCA	964.81	964 81	WALTON, LLOYD H.
611	11/15/05	20133-PCA	808 94	808.94	MCCAULEY, JAMES L.
611	11/15/05	20134-PCA	1,029.86	1,029.86	NELSON, WILLIAM B.
611	11/15/05	138291104-PCA	1,029.86	1,029.86	RITTER, DON L.
611	11/15/05	138291101-PCA	1,120.69	1,120.69	BLACKSTONE, WILLY PAT
611	11/15/05	20126-PCA	1,116 69	1,116.69	DAVIS, GARY W.
611	11/15/05	20142-PCA	1,065 64	1,065.64	THOMPSON, DANNY R.

DEP.	Check Date	Check Number	GROSS PAY.	GROSS PAY.	Issued to.....
611	11/15/05	20121-PCA	980.08	980.08	BARNES, MICHAEL H.
611	11/15/05	20120-PCA	1,006.60	1,006.60	ALBRIGHT, GAYLE DAVID
***				30,564.63	
642	11/15/05	138291105-PC A	1,462.22	1,462.22	JOHNSON, GERALD DON
***				1,462 22	
650	11/15/05	138291106-PC A	697.59	697.59	DAVIDSON, TINA J.
650	11/15/05	138291108-PC A	1,381.83	1,381 83	SEMRAU, RUTH E
650	11/15/05	20150-PCA	136.48	136 48	WEATHERBY, STEVEN A
650	11/15/05	20148-PCA	133.90	133.90	RHEA, LARA J
650	11/15/05	20149-PCA	958.29	958.29	SMITH, EMMA JEAN
650	11/15/05	20151-PCA	945.03	945.03	WILLIAMS, JANET C.
650	11/15/05	138291107-PC A	843.61	843.61	GILES, PEGGY J.
***				5,096.73	
665	11/15/05	138291109-PC A	353.64	353 64	HILL, BRIAN K
665	11/15/05	20153-PCA	353 64	353 64	WIGGINS, PAMELA ROCHELLE
665	11/15/05	20152-PCA	1,077.64	1,077.64	CAMPBELL, MARY ROSE
***				1,784.92	
				233,638 11	

215 records selected. 215 values listed.

EMPLOYEE ID & NAME		PAY COMPONENTS TYPE	CURR	YTD	EMPLOYER - PAID CONTRIBUTIONS TYPE	TXBL	AMOUNT		CURR	QTD	YTD
TOTALS -- ALL DEPARTMENTS		411	0.00	0.00	FICA		13899.46	GROSS	233,638.11	694,046.92	4523814.37
		BAIL/H	0.00	0.00	INCCL		0.00	125AH	82.23	246.69	1811.25
Total # of Employees:	215	CCP/OT	1,120.00	22,732.50	INLCO		0.00	125CC	208.00	624.00	2304.00
Total # of Checks	105	CTFEES	0.00	3,415.50	MDCR		3250.69	125CL	245.58	736.74	4873.50
Total # of DD Stubs	110	DA/32	0.00	0.00	RET		20719.32	125CO	5,430.54	16,356.74	78953.44
Total # of Prenotes	4	H	5,283.53	133,537.45				125FC	184.65	553.95	3614.81
		J-IVE	1,599.74	30,025.82				125NF	285.93	857.79	6561.43
		J-PSO	2,996.75	60,305.51				125TL	167.85	503.55	1955.65
		J-PSP	813.05	16,846.21				125UN	1,808.35	5,485.05	28179.95
		J-SA	593.75	10,331.25				791	0.00	0.00	0.00
		J-SAID	1,371.00	28,791.00				878	0.00	0.00	0.00
		JPJUV	184.82	3,881.22				CSCD/BENEF	1,040.70	3,122.10	20576.78
		JUV	200.00	4,200.00				DEFCO	77.21	266.63	4196.41
		JUV/SU	0.00	3,412.50				INSPF	101.78	305.34	2137.38
		LAWLIB	66.64	1,399.44				RET	16,043.62	47,624.82	309719.64
		LONG	1,576.00	31,250.00				VALIC	430.00	1,290.00	6490.00
		PROB	19,951.00	402,235.00				NET TXBL	207,633.45	616,378.86	4054577.51
		PROB/H	1,034.00	13,071.50				FED W/H	17,088.86	50,838.53	338071.03
		PROB/O	1,321.25	24,193.75				FICA TXBL	224,184.28	665,560.91	4374983.56
		SAL	192,753.26	686,003.24				FICA	13,899.46	41,264.80	271248.89
		SAL-M	481.45	10,184.43				MEDICARE	3,250.69	9,650.64	63437.85
		SAL-TF	821.68	6,939.82				EIC	0.00	0.00	0.00
		SAL/91	0.00	0.00				1012	88.00	264.00	1848.00
		SAL/GE	0.00	1,339.52				1096	181.13	543.39	3803.73
		SIAI	62.50	1,312.50				1231	300.00	900.00	6300.00
		STATE	1,199.35	24,031.07				1280	150.00	450.00	1950.00
		SUPP	208.34	4,375.14				1395	112.50	337.50	1125.00
								1395A	112.50	337.50	1125.00
								1405	90.00	270.00	900.00
		COMP	0.00	0.00				441	85.50	256.50	1795.50
		HOLIDA	0.00	0.00				ALLTEL/PCA	0.00	0.00	0.00
		SICK	0.00	-47.72				CSCD/LIFE	26.30	78.90	541.15
		VAC	0.00	-18.14				INSAH	8.10	24.30	170.10
								INSCL	51.24	160.21	865.57
								INSCO	1,061.15	2,770.43	27775.64
								INSFC	44.42	133.26	1306.72
								INSNF	63.13	189.39	1834.83
								INSTL	0.00	0.00	188.07
								LEVY	0.00	0.00	0.00
								OTH	149.00	447.00	3129.00
								PETP	0.00	0.00	9945.50
								PFNB	0.00	0.00	26755.00
								PONB	0.00	0.00	10030.00
								SUP10	0.00	0.00	1375.00
								SUPP9	130.00	390.00	2730.00
								TRUSTEE	115.00	345.00	2392.50
								TRUSTEE/2	0.00	0.00	700.00
								TRUSTEE/3	152.50	457.50	3202.50
								TRUSTEE/5	324.00	972.00	1620.00
								TXGSLC	208.50	625.50	4378.50
								NET PAY	169,839.69	504,367.17	3261295.08

CHECK #...	CHECK DATE	VENDOR NAME.....	AMOUNT.....
137799-APC	11/15/05	UPSHUR CO CSCD BENEFITS ACCOUNT	1,040.70
137800-APC	11/15/05	UPSHUR CO CSCD BENEFITS ACCOUNT	26.30
137801-APC	11/15/05	NATIONWIDE RETIREMENT	77.21
137802-APC	11/15/05	FIRST NATIONAL BANK GILMER	34,300.30
137803-APC	11/15/05	FIRST NATIONAL BANK GILMER	17,088.86
137804-APC	11/15/05	GASA	1,808.35
137805-APC	11/15/05	GASA	208.00
137806-APC	11/15/05	UPSHUR COUNTY IRC/125	285.93
137807-APC	11/15/05	UPSHUR COUNTY IRC/125	184.65
137808-APC	11/15/05	UPSHUR COUNTY IRC/125	82.23
137809-APC	11/15/05	UPSHUR COUNTY IRC/125	167.85
137810-APC	11/15/05	UPSHUR COUNTY IRC/125	245.58
137811-APC	11/15/05	UPSHUR COUNTY IRC/125	5,430.54
137812-APC	11/15/05	ATTORNEY GENERAL OF TEXAS	149.00
137813-APC	11/15/05	UPSHUR COUNTY INSURANCE ACCOUNT	1,061.15
137814-APC	11/15/05	TXCSDU	88.00
137815-APC	11/15/05	TXCSDU	300.00
137816-APC	11/15/05	TXCSDU	181.13
137817-APC	11/15/05	OFFICE OF THE ATTORNEY GENERAL	112.50
137818-APC	11/15/05	TEXAS CHILD SUPPORT DISBURSEMENT UNIT	150.00
137819-APC	11/15/05	OFFICE OF THE ATTORNEY GENERAL	112.50
137820-APC	11/15/05	TCSDU	90.00
137821-APC	11/15/05	TXCSDU	85.50
137822-APC	11/15/05	SHARON KEMP #0539655371	130.00
137823-APC	11/15/05	STANDING CHAPTER THIRTEEN TRUSTEE	115.00
137824-APC	11/15/05	STANDING CHAPTER THIRTEEN TRUSTEE	152.50
137825-APC	11/15/05	STANDING CHAPTER 13 TRUSTEE	324.00
137826-APC	11/15/05	TG	208.50
137827-APC	11/15/05	VALIC	430.00
Total for All Payments -			64,636.28

County Judge, Dean Fowler

Commissioner Pct#3, Lloyd A. Crabtree

Commissioner Pct#1, James Crittenden

Commissioner Pct#4, Gary Drennan

Commissioner Pct#2, Joe E. Ferguson

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 NOV 15 A 9:51
UPSHUR COUNTY, TX.
BY
DEPUTY

FY 2006 November 15, 2005 LINE ITEM TRANSFER BUDGET AMENDMENTS

TO

	County Clerk			**County Clerk**			
10-403-1200	Salary Regular	$	259.20	10-403-1300	Part-time	$	259.20
	Non-Departmental			**Non-Departmental**			
10-409-4955	Contingency	$	80.19	10-409-4163	Restitution & Merch	$	80.19
	Sheriff			**Sheriff**			
10-560-5900	Light bars, etc	$	8 00	10-560-3145	Guns-ammo	$	8.00
	Jail			**Jail**			
10-565-1200	Salary Regular	$	7,664.42	10-565-1300	Part-time	$	7,664.42

These budget amendments were approved on this the 15th day of November, 2005.

Dean Fowler, County Judge

James L. Crittenden, Commissioner, Pct. #1

Joe Ferguson, Commissioner, Pct #2

Lloyd A. Crabtree, Commissioner, Pct #3

Gary Drennan, Commissioner, Pct #4

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 NOV 15 A 9:51
TX.
DEPUTY

10 - GENERAL FUND - COMMISSIONERS COURT

Account	Orig Budget	Curr Budget	YTD Expenses	Encumbrances	YTD Exp + Enc	UnEnc Balance	%Rm
401-1000 Salary Elected Official	197,452	197,452	24,681.45	0.00	24,681.45	172,770.55	88
401-1200 Salary Regular Employee	22,693	22,693	2,836.65	0.00	2,836.65	19,856.35	87
401-1900 Salary Supplements	10,000	10,000	625.02	0.00	625.02	9,374.98	94
401-2150 Soc Sec Taxes	16,574	16,574	2,049.72	0.00	2,049.72	14,524.28	88
401-2300 Retirement Match	20,353	20,353	2,544.18	0.00	2,544.18	17,808.82	87
401-2450 Unemployment Comp	150	0	0.00	0.00	0.00	0.00	***
401-3010 Office Supplies	1,000	1,000	11.99	0.00	11.99	988.01	99
401-3095 Books & Publications	150	150	0.00	0.00	0.00	150.00	100
401-4230 Bonds	300	300	0.00	0.00	0.00	300.00	100
401-4490 Legal Ads & Notices	1,500	1,500	76.00	0.00	76.00	1,424.00	95
401-4502 Educational Expense	6,000	6,000	28.35	0.00	28.35	5,971.65	100
401-4600 Assoc & Organization Dues	500	500	0.00	0.00	0.00	500.00	100
TOTAL COMMISSIONERS COURT	276,672	276,522	32,853.36	0.00	32,853.36	243,668.64	88

10 - GENERAL FUND - COUNTY CLERK

403-1000 Salary Elected Official	37,093	37,093	4,636.56	0.00	4,636.56	32,456.44	88
403-1200 Salary Regular Employee	108,154	108,154	16,274.94	0.00	16,274.94	91,879.06	85
403-1300 Part Time Employees	0	0	259.20	0.00	259.20	-259.20	***
403-2150 Soc Sec Taxes	11,687	11,687	1,524.54	0.00	1,524.54	10,162.46	87
403-2300 Retirement Match	14,833	14,833	1,890.42	0.00	1,890.42	12,942.58	87
403-2450 Unemployment Comp	1,000	0	0.00	0.00	0.00	0.00	***
403-3010 Office Supplies	4,000	4,000	1,164.53	-658.40	506.13	3,493.87	87
403-3030 Stationery, Forms, Books	8,000	8,000	211.61	0.00	211.61	7,788.39	97
403-3095 Books & Publications	1,000	1,000	0.00	0.00	0.00	1,000.00	100
403-4230 Bonds	100	100	0.00	0.00	0.00	100.00	100
403-4445 Records Indexing	0	0	0.00	0.00	0.00	0.00	***
403-4502 Educational Expense	2,000	2,000	60.88	0.00	60.88	1,939.12	97
403-4520 Act. Reimburseable Mi	500	500	138.45	0.00	138.45	361.55	72
403-4600 Assoc & Organization Dues	100	100	0.00	0.00	0.00	100.00	100
TOTAL COUNTY CLERK	188,467	187,467	26,161.13	-658.40	25,502.73	161,964.27	86

10 - GENERAL FUND - VETERANS SERVICE

405-1100 Salary Apptd Official	29,898	29,898	3,737.16	0.00	3,737.16	26,160.84	88
405-2150 Soc Sec Taxes	2,160	2,160	277.95	0.00	277.95	1,882.05	87
405-2300 Retirement Match	2,703	2,703	337.83	0.00	337.83	2,365.17	88
405-2450 Unemployment Comp	150	0	0.00	0.00	0.00	0.00	***
405-3010 Office Supplies	100	100	0.00	0.00	0.00	100.00	100
405-4502 Educational Expense	800	800	587.01	0.00	587.01	212.99	27
405-4600 Assoc & Organization	20	20	20.00	0.00	20.00	0.00	0
TOTAL VETERANS SERVICE	35,831	35,681	4,959.95	0.00	4,959.95	30,721.05	86

10 - GENERAL FUND - UPSHUR CO. EMERGENCY

10 - GENERAL FUND - UPSHUR CO. EMERGENCY

Account	Orig Budget	Curr Budget	YTD Expenses	Encumbrances	YTD Exp + Enc	UnEnc Balance	%Rm
406-4495 Other Contracted Services	3,600	3,600	0.00	0.00	0.00	3,600.00	100
406-4502 Educational Expense	4,000	3,420	0.00	0.00	0.00	3,420.02	100
406-4520 Act. Reimburseable Mi	0	0	0.00	0.00	0.00	0.00	***
406-5350 Communication Equipment	0	580	579.98	0.00	579.98	0.00	0
TOTAL UPSHUR CO. EMERGENCY	7,600	7,600	579.98	0.00	579.98	7,020.02	92

10 - GENERAL FUND - NON DEPARTMENTAL

409-2400 Workers' Comp	170,000	170,000	42,538.53	0.00	42,538.53	127,461.47	75
409-2450 Unemployment Comp	0	20,850	-4.37	0.00	-4.37	20,854.37	100
409-3080 Postage	50,000	50,000	2,534.34	0.00	2,534.34	47,465.66	95
409-3090 Post Office Rental	300	300	0.00	0.00	0.00	300.00	100
409-4010 Petit Jury	1,000	1,000	0.00	0.00	0.00	1,000.00	100
409-4140 Delinquent Tax Attorney	70,000	70,000	0.00	0.00	0.00	70,000.00	100
409-4160 Audit & Accounting Fees	15,000	15,000	0.00	0.00	0.00	15,000.00	100
409-4161 JP COURT REPORTER	0	0	0.00	0.00	0.00	0.00	***
409-4162 . JP COLLECTION AGENCY FEES	0	0	0.00	0.00	0.00	0.00	***
409-4163 . RESTITUTION & MERCHANT FEE EXPENS	300	300	380.19	0.00	380.19	-80.19	-27
409-4175 POSTMORTEM EXPENSES	25,000	25,000	5,025.00	0.00	5,025.00	19,975.00	80
409-4200 Property & General Liability Ins	275,000	275,000	0.00	0.00	0.00	275,000.00	100
409-4410 Service Agreements - Office Equipme	23,000	23,000	1,154.78	0.00	1,154.78	21,845.22	95
409-4495 Contracted Services	28,000	28,000	229.30	5,744.86	5,974.16	22,025.84	79
409-4600 Assoc & Organization Dues	3,500	3,500	0.00	0.00	0.00	3,500.00	100
409-4811 Indigent Cemetery Costs	5,000	5,000	0.00	0.00	0.00	5,000.00	100
409-4899 Christmas Lights/Yulefest	1,000	1,000	1,000.00	0.00	1,000.00	0.00	0
409-4955 Contingency	10,000	10,000	0.00	0.00	0.00	10,000.00	100
409-5400 Office machines & Equipment	15,000	15,000	0.00	0.00	0.00	15,000.00	100
409-5450 Furniture & Fixtures	2,000	2,000	293.20	0.00	293.20	1,706.80	85
TOTAL NON DEPARTMENTAL	694,100	714,950	53,150.97	5,744.86	58,895.83	656,054.17	92

10 - GENERAL FUND - TELE COMMUNICATIONS

410-4330 Local Telephone Service	66,000	66,000	5,496.45	0.00	5,496.45	60,503.55	92
410-4335 Long Dist Telephone Service	2,000	2,000	173.65	0.00	173.65	1,826.35	91
TOTAL TELE COMMUNICATIONS	68,000	68,000	5,670.10	0.00	5,670.10	62,329.90	92

10 - GENERAL FUND - COMPUTER

411-1200 Salary Regular Employee	27,677	27,677	3,459.63	0.00	3,459.63	24,217.37	88
411-2150 Soc Sec Taxes	2,013	2,013	248.13	0.00	248.13	1,764.87	88
411-2300 Retirement Match	2,502	2,502	312.75	0.00	312.75	2,189.25	88
411-2450 Unemployment Comp	150	0	0.00	0.00	0.00	0.00	***
411-3070 Other Computer	1,000	1,000	5.03	0.00	5.03	994.97	99
411-4410 Service Agreements	5,000	5,000	0.00	0.00	0.00	5,000.00	100
411-4450 Software Maintenance	96,000	96,000	24,399.70	0.00	24,399.70	71,600.30	75

10 - GENERAL FUND - COUNTY SHERIFF

Account	Orig Budget	Curr Budget	YTD Expenses	Encumbrances	YTD Exp + Enc	UnEnc Balance	%Rm
560-3145 Guns & Ammunition	1,000	1,000	1,008.00	0.00	1,008.00	-8.00	-1
560-3200 Gasoline	60,000	60,000	6,707.41	0.00	6,707.41	53,292.59	89
560-3220 Oil, Grease & Lubricants	2,500	2,500	95.00	50.00	145.00	2,355.00	94
560-3230 Batteries	500	500	104.46	0.00	104.46	395.54	79
560-3240 Tires & Tubes	4,000	4,000	888.00	0.00	888.00	3,112.00	78
560-3380 Misc. Expenses	2,000	2,000	956.04	-174.08	781.96	1,218.04	61
560-3420 Vehicle Repair & Maint.	7,500	7,500	1,788.35	-27.50	1,760.85	5,739.15	77
560-4230 Bonds	750	750	0.00	0.00	0.00	750.00	100
560-4470 Other Communication Maintenance	4,000	4,000	682.32	0.00	682.32	3,317.68	83
560-4490 Legal Ads & Notices	500	500	0.00	0.00	0.00	500.00	100
560-4495 Other Contracted Services	2,000	2,000	320.00	0.00	320.00	1,680.00	84
560-4502 Educational Expense	5,000	5,000	8.85	540.00	548.85	4,451.15	89
560-4600 Association Dues	750	750	0.00	0.00	0.00	750.00	100
560-5350 Communication Equipment	5,000	5,000	263.46	0.00	263.46	4,736.54	95
560-5500 Vehicles	72,000	72,000	0.00	0.00	0.00	72,000.00	100
560-5900 Lights bars, Sirens, Screens, Etc.	2,500	2,500	0.00	0.00	0.00	2,500.00	100
TOTAL COUNTY SHERIFF	1,210,210	1,207,210	138,560.97	461.42	139,022.39	1,068,187.61	88

10 - GENERAL FUND - COUNTY JAIL

565-1200 Salary Regular Employee	1,120,248	1,120,248	136,178.20	0.00	136,178.20	984,069.80	88
565-1300 Part-Time Employees	0	0	7,664.42	0.00	7,664.42	-7,664.42	***
565-2150 Soc Sec Taxes	85,698	85,698	10,740.74	0.00	10,740.74	74,957.26	87
565-2300 Retirement Match	101,270	101,270	12,518.16	0.00	12,518.16	88,751.84	88
565-2450 Unemployment Comp	5,000	0	0.00	0.00	0.00	0.00	***
565-3010 General Office Supplies	3,500	3,500	202.72	203.18	405.90	3,094.10	88
565-3096 Audio & Visual Materials	0	0	0.00	0.00	0.00	0.00	***
565-3105 Investigative	0	0	0.00	0.00	0.00	0.00	***
565-3110 Uniforms & Accessories	3,000	3,000	388.35	0.00	388.35	2,611.65	87
565-3115 Personal Items	2,000	2,000	0.00	0.00	0.00	2,000.00	100
565-3120 Linens & Bedding	3,000	3,000	681.55	0.00	681.55	2,318.45	77
565-3125 Prescriptions	40,000	40,000	24.39	0.00	24.39	39,975.61	100
565-3130 Jail Clothing	4,000	4,000	0.00	0.00	0.00	4,000.00	100
565-3135 Food	210,000	210,000	17,350.32	0.00	17,350.32	192,649.68	92
565-3380 Misc. Expenses	5,000	5,000	860.86	0.00	860.86	4,139.14	83
565-3420 Vehicle Repair & Maint.	3,000	3,000	106.00	1,009.94	1,115.94	1,884.06	63
565-3480 Janitorial Supplies	20,000	20,000	1,902.93	0.00	1,902.93	18,097.07	90
565-4460 Radio & Teletype Maint	2,000	2,000	0.00	0.00	0.00	2,000.00	100
565-4495 Contracted Services	5,000	5,000	2,387.50	0.00	2,387.50	2,612.50	52
565-4501 Transporting Prisoners	3,000	3,000	55.71	0.00	55.71	2,944.29	98
565-4502 Educational Expense	3,000	3,000	0.00	0.00	0.00	3,000.00	100
565-4860 Prisoner Medical	80,000	80,000	4,430.23	0.00	4,430.23	75,569.77	94
565-4865 Employee Medical Exam	1,000	1,000	0.00	0.00	0.00	1,000.00	100
565-5350 Communication Equipment	2,500	2,500	0.00	0.00	0.00	2,500.00	100
565-5750 Miscellaneous Equipment	3,000	3,000	0.00	0.00	0.00	3,000.00	100
TOTAL COUNTY JAIL	1,705,216	1,700,216	195,492.08	1,213.12	196,705.20	1,503,510.80	88

Account	Orig Budget	Curr Budget	YTD Expenses	Encumbrances	YTD Exp + Enc	UnEnc Balance	%Rm
10 - GENERAL FUND - HISTORICAL COMMISSION							
655-4630 Allocations to Org	0	0	0.00	0.00	0.00	0.00	***
TOTAL HISTORICAL COMMISSION	0	0	0.00	0.00	0.00	0.00	***
10 - GENERAL FUND - PARKS BOARD							
660-4630 . PARKS (ORE CITY)	0	0	0.00	0.00	0.00	0.00	***
TOTAL PARKS BOARD	0	0	0.00	0.00	0.00	0.00	***
10 - GENERAL FUND - EXTENSION SERVICE							
665-1200 Salary Regular Employee	42,839	42,839	5,354.76	0.00	5,354.76	37,484.24	88
665-2150 Soc Sec Taxes	2,969	2,969	363.63	0.00	363.63	2,605.37	88
665-2300 Retirement Match	2,339	2,339	292.26	0.00	292.26	2,046.74	88
665-2450 Unemployment Comp	200	0	0.00	0.00	0.00	0.00	***
665-3010 Office Supplies	1,000	1,000	19.98	0.00	19.98	980.02	98
665-4502 Educational Expense	1,000	1,000	81.00	0.00	81.00	919.00	92
665-4520 Act. Reimburseable Mi	3,000	3,000	190.58	0.00	190.58	2,809.42	94
665-4600 Assoc.& Organization Dues	150	150	0.00	0.00	0.00	150.00	100
TOTAL EXTENSION SERVICE	53,497	53,297	6,302.21	0.00	6,302.21	46,994.79	88
10 - GENERAL FUND - SOIL & WATER CONSERV							
670-4630 Allocations to Org	0	0	0.00	0.00	0.00	0.00	***
TOTAL SOIL & WATER CONSERV	0	0	0.00	0.00	0.00	0.00	***
10 - GENERAL FUND - WASTE DISPOSAL							
685-4495 Other Contracted Services	0	0	74.88	0.00	74.88	-74.88	***
TOTAL WASTE DISPOSAL	0	0	74.88	0.00	74.88	-74.88	***
TOTAL GENERAL FUND	10,196,952	10,196,952	1,130,160.45	101,643.36	1,231,803.81	8,965,148.19	88

TREASURER'S MONTHLY REPORT

By Myra Harris, County Treasurer Oct 1 thru Oct 31, 2005

	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Investments Redeemed	Investments Purchased	Demand Balance	Investment Balance	Total Deposits
Operating Acct	$ 4,817,923.04	$ 511,376 02	$ 1,025,268 45	$ -	$ 460,481 14	$ 3,843,549 47	$ 3,810,272.42	$ 2,824,533.11	$ 86,976 01	$ 3,756,573 46	$ 3,843,549 47
Insurance Acct.	$ 3,634.48	$ 20,678 37	$ 137,793 50	$ 114,700 00	$ -	$ 1,219.35			$ 1,219.35		$ 1,219 35
IRC125 Acct	$ 4,467.96	$ 12,915.68	$ 12,915.68	$ -		$ 4,467 96	$ -	$ -	$ 4,467.96	$ -	$ 4,467.96
Ins. Clearing	$ 1,408.61	$ -		$ -		$ 1,408 61	$ -	$ -	$ 1,408.61	$ -	$ 1,408 61
Payroll Clearing	$ 1,000.00	$ -	$ 345,521.82	$ 345,781 14	$ -	$ 1,259.32	$ -	$ -	$ 1,259.32	$ -	$ 1,259.32
Sharon Water Grant	$ -			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Totals	$ 4,828,434.09	$ 544,970 07	$ 1,521,499 45	$ 460,481 14	$ 460,481.14		$ 3,810,272 42	$ 2,824,533.11	$ 95,331 25	$ 3,756,573 46	$ 3,851,904 71

INDEBTEDNESS

1997 Certificate of Obligations	$ 2,260,000.00
	$ -
TOTAL INDEBTEDNESS	$ 2,260,000.00

Investment Register on back

The above information is found to be true and correct

County Judge, Dean Fowler

Commissioner, Pct #1, James Crittenden

Commissioner, Pct #3, Lloyd A. Crabtree

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

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 NOV 15 A 9:50
TX.
BY

Upshur County Investment Activity For OCTOBER 2005

CD#	Account	Amount	Purchased	% Rate	Maturity Date	Days	Earned Interest
36586	Operating	$ 125,000.00	06/03/05	2.87%	12/01/05	181 Days	$ 294.86
36655	Operating	$ 190,000.00	06/17/05	2 96%	12/15/05	181 Days	$ 462.25
36715	Tobacco	$ 803,826 45	07/07/05	3 01%	10/27/05	112 Days	$ 3,314 40
36716	Operating	$ 200,000.00	07/07/05	3 01%	10/31/05	116 Days	$ 494.79
36725	Available	$ 238,986 96	07/13/05	2.97%	10/13/05	92 Days	$ 563.94
36756	Permanent	$ 1,134,499.36	07/28/05	3.23%	11/17/05	112 Days	$ 3,011.86
36730	Operating	$ 350,000.00	07/15/05	3.02%	10/31/05	108 Days	$ 1,332.11
36831	Operating	$ 600,000 00	09/19/05	3.22%	11/15/05	57 Days	$ 1,640.88
36855	Operating	$ 1,150,000.00	09/30/05	2 57%	10/14/05	14 Days	$ 1,133.62
36870	Available	$ 242,459.01	10/14/05	3.10%	10/31/05	17 Days	$ 350.07
36871	Operating	$ 825,000.00	10/14/05	3 10%	10/31/05	17 Days	$ 1,191.16
36890	Available	$ 45,823 39	10/31/05	3.59%	01/12/06	73 Days	$ -
36891	Operating	$ 850,000 00	10/31/05	3 44%	11/30/05	30 Days	$ -
36888	Tobacco	$ 811,250.71	10/27/05	3 71%	02/16/06	112 Days	$ -
	TOTALS	$ 7,566,845.88					$ 13,789 94

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

FAX: (903)843-5492

COUNTY AUDITOR

(903)843-4000

November 14, 2005

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

Members of the Court:

On November 14, 2005, the Auditor's office performed an internal review of the Upshur County Justice of the Peace Precinct #2 office. A month-to-date report and supporting documents were examined. A cash count was also performed. Remittances to the treasurer were in the process of being prepared. The collections of the office appear to have been appropriately receipted.

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

Sincerely,

Pam Lange

Pam Lange
County Auditor

FILED
ROBIN ROMBERG
CLERK
2005 NOV 15 A 9:50
TX.
DEPUTY

APPLICATION FOR FILLING ABANDONED WELL

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

Re: Abandoned well owned by:

On Scrub Pine Road Road.

GENTLEMEN:

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

Respectfully yours,

Jane Bumgarner

PRECINCT ____
DATE:

APPROVED X REJECTED____

County Judge, Dean Fowler

Commissioner, Prec. #1, James Crittenden

Commissioner, Prec. #2, Buddy Ferguson

Commissioner, Prec. #3, Lloyd Crabtree

Commissioner, Prec. #4, Gary Drennan

FILED
... TX.

APPLICATION FOR FILLING ABANDONED WELL

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

Re: Abandoned well owned by: PINES CATHOLIC CAMP
300 White Pine Road
Big Sandy, TX 75755

On White Pine Road

GENTLEMEN:

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

Respectfully yours,

PINES CATHOLIC CAMP

Bill Tuttle

By: Bill Tuttle, Property Manager
Telephone: 845-5834

PRECINCT 3
DATE 11/15/05

APPROVED X REJECTED

County Judge, Dean Fowler

Commissioner, Prec. #1, James Crittenden

Commissioner, Prec. #2, Joe E. Ferguson

Commissioner, Prec. #3, Lloyd A. Crabtree

Commissioner, Prec. #4, Gary Dreman

FILED
COMMISSIONERS
2005 NOV 15 A 8:53
UPSHUR CO. TX.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT NO. 1 DATE: November 8, 2005

Formal notice is hereby given that JAMES PIERCE, whose principal address is 5804 Bob O Link, Gilmer, TX 75645, does hereby purpose to place a culvert within the ROW of County Road Bob O Link. 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 October, 2005. I, James Pierce, hereby attest that I have read the conditions set forth in this application and understand its contents.

NAME: James Pierce
TELEPHONE: 903-762-2238

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated November 8, 2005, except as noted below:

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

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

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

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

APPROVED ON THIS 15 DAY OF NOVEMBER, 2005.

County Judge - Dean Fowler

Commissioner, Precinct #1, James Crittenden

Commissioner, Precinct #2, Joe Ferguson

Commissioner, Precinct #3, Lloyd A. Crabtree

Commissioner, Precinct #4, Gary Drennan

FILED
2005 NOV 15 A 9:52
COUNTY CLERK

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1 DATE November 2, 2005

Formal notice is hereby given that James Jordan, whose principal address is 2804 Spruce St, Kilgore, does hereby purpose to place a culvert within the ROW of County Road Pheasant. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of November, 2005. I, James Jordan, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: James A Jordan
TELEPHONE: 903-235-7107

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated November 2, 2005, except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further 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.

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 November, 2005.

County Judge -Dean Fowler

Commissioner, Precinct #1, James Crittenden

Commissioner, Precinct #2, Joe Ferguson

Commissioner, Precinct #3, Lloyd Crabtree

Commissioner, Precinct #4,Gary Dremman

FILED
2005 NOV 15 A 9:52
COUNTY CLERK
BRAZORIA COUNTY, TX

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1 DATE October 31, 2005

Formal notice is hereby given that Darlene Marshall, whose principal address is 10782 Mallard, does hereby purpose to place a culvert within the ROW of County Road Mallard. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of November, 2005. I, Darlene Marshall, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: Linda Darlene Marshall
TELEPHONE:903-746-3642

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 October 31, 2005, except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further 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.

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 November, 2005.

County Judge -Dean Fowler

Commissioner, Precinct #1, James Crittenden

Commissioner, Precinct #2, Joe Ferguson

Commissioner, Precinct #3, Lloyd Crabtree

Commissioner, Precinct #4,Gary Drennan

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TX.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4 DATE November 1, 2005

Formal notice is hereby given that Phyllis Bunn, whose principal address is 3651 S. Mimosa, does hereby purpose to place a culvert within the ROW of County Road S. Mimosa. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of November, 2005. I, Phyllis Bunn, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: Phyllis Bunn
TELEPHONE: 903-725-5575

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated November 1, 2005, except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further 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.

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 November, 2005.

County Judge -Dean Fowler

Commissioner, Precinct #1, James Crittenden

Commissioner, Precinct #2, Joe Ferguson

Commissioner, Precinct #3, Lloyd Crabtree

Commissioner, Precinct #4, Gary Drennan

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PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2 DATE November 14, 2005

Formal notice is hereby given that Escavation Specialists, whose principal address is Hollyhock, does hereby purpose to place a culvert within the ROW of County Road Hollyhock. The location and description of the proposed lines and appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 15th day of November, 2005. I, Escavation Specialists, hereby attest that I have read the conditions set forth in this application and understand its contents.

SIGNATURE: Richard Shipp
TELEPHONE:903-930-9991

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated November 14, 2005, except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title or easement in or upon this county road; it is further 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.

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 NOVEMBER, 2005.

County Judge -Dean Fowler

Commissioner, Precinct #1, James Crittenden

Commissioner, Precinct #2, Joe Ferguson

Commissioner, Precinct #3, Lloyd Crabtree

Commissioner, Precinct #4,Gary Drennan

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ROBIN ROBERTS
COUNTY CLERK
2005 NOV 15 A 9:52
TX.

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[illegible]

Property off of 5066 Bob-O-Link Rd, Gilmer, TX 75645
Mailing Address: P.O. Box 608
White Oak, TX 75693
Telephone No. 903-734-3015

LETTER AGREEMENT

Date: November 8th, 2005

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

RECITALS

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

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

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

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

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

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

PROPERTY OWNER/
LEGAL POSSESSOR

UPSHUR COUNTY

By _____
Its County Judge

BuyBoard Fax

P.O. Box 400 • Austin, Texas 78767-0400 • www.buyboard.com
512-467-0222 • 800-695-2919 • Fax: 800-211-5454

Attention: **Lisa**

Company: **Upshur County**

Fax Number: **903-680-~~8107~~ 8114**

Date: **November 2, 2005**

From: **Sharon McAfee**

Pages: 9 **pages (including this page)**

NOTES:

Attached is the Interlocal Agreement we discussed.

Please let me know if you have questions or need further information.

Sharon McAfee
Buyboard Bid Administrator
800-695-2919
800-211-5454, fax
E-Mail: Sharon.mcafee@tasb.org

FILED
ROBIN ROBERG
COUNTY CLERK
2005 NOV 15 P 1:18
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Texas Local Government
Purchasing Cooperative

INTERLOCAL PARTICIPATION AGREEMENT

for the

Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.

2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.

3. **Termination.**

   (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.

   (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

   (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or

   (2) Giving thirty (30) days notice by certified mail to the Cooperative Member.

   (c) **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**

(a) The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.

(b) The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.

5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.

6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.

7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative. .

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.

2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.

3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.

9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

   COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

   THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.

11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.

12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.

13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter in to and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE,
as acting on behalf of all other Cooperative Members

By: _____ Date: _____
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

UPSHUR COUNTY
(Name of Local Government)

By: _____ Date: 11/15/05,
Signature of authorized representative of Cooperative Member

DEAN FOWLER, UPSHUR COUNTY JUDGE
Printed name and title of authorized representative

Coordinator for the Cooperative Member is:

DEAN FOWLER
Name
PO Box 790
Street Address
GILMER
City
Texas, 75644
903 843 4003 (zip)
Telephone
903 843 0827
Fax
dean.fowler@countyofupshur.com
Email

Texas Local Government
Purchasing Cooperative

BOARD RESOLUTION

of

UPSHUR COUNTY TEXAS
(Name of Local Government)

Cooperative Member

WHEREAS, the UPSHUR COUNTY, (hereinafter "Cooperative Member") pursuant to the authority granted by Article 791 et seq. of the Interlocal Cooperation Act, as amended, desires to participate in the statewide purchasing program of the Cooperative;

WHEREAS, UPSHUR COUNTY, has elected to be a Cooperative Member in the Texas Local Government Purchasing Cooperative (hereinafter "Cooperative"), a program created by local governments in accordance with and pursuant to the Interlocal Cooperation Act ("Act"), Chapter 791, Texas Government Code;

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member desires to participate and join with other local governments in a cooperative Interlocal agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services.

NOW, THEREFORE, BE IT RESOLVED, that the Cooperative Member does request that the Cooperative include its stated needs for all categories, including but not limited to, instructional, maintenance, custodial, and food service goods and services, on the Cooperative's Purchasing Program and award contracts for those items, whereby the Cooperative Members may be allowed to purchase those items from the Cooperative's contracts; and that Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Cooperative Members that have elected to participate

FURTHER, BE IT RESOLVED, that the Board of Trustees of the Cooperative Member does hereby authorize its Board President, Superintendent or other officer to execute the Interlocal Participation Agreement which includes the adoption and approval of the Organizational Interlocal Agreement previously executed and adopted by two or more local governments.

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The Board of Trustees has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who are hereby granted the power to exercise the same.

I certify that the foregoing is a true and correct copy of the resolution duly adopted by UPSHUR COUNTY COMMISSIONERS COURT, on the 15 day of NOVEMBER, in
(Name of Local Government)
the year 2005, and that the same now appears of record in its official minutes.

UPSHUR COUNTY, Cooperative Member
(Name of Local Government)

By: _____ Date: 11/15/05
Authorized Representative

UPSHUR COUNTY JUDGE
(Title)

ATTEST:

_____ Date: 11/15/05
Secretary of the Board

RESOLUTION OF THE UPSHUR COUNTY COMMISSIONER'S COURT

The Upshur County Commissioner's Court hereby resolves and orders that as authorized by Section 32(b) of House Bill 633 as passed in the regular session of the 79th Legislature and signed into law on June 17, 2005, the Commissioners Court of Upshur County orders that until the first pay period beginning on or after January 1, 2007, the County exclude from membership in TCDRS as a class those persons who fill a non-temporary position or office in the County or in a Community Supervision and Corrections Department participating through the County that normally requires services from the person for less than 900 hours per year.

RESOLVED and ADOPTED the 15th day of November 2005. Signed and entered the 15th day of November 2005.

County Judge Dean Fowler

FILED
ROBIN ROSENBERG
2005 NOV 15 P 2:31
TX.
TY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (7-69) Paid Up
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P O. Box 683046, Houston, Texas 77268-3046, (713) 552-9797

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 19th day of October , , between 2005

Gilmer Independent School District, Trustee C/O Michael L. Smith

Lessor (whether one or more), whose address is 500 S Trinity Gilmer, Texas 75644

and APACHE CORPORATION 6120 S Yale, Suite 1500 Tulsa, Ok 74136-4224
Lessee, WITNESSETH

1. Lessor, in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto The land covered hereby, herein called "said land," is located in the County of Upshur , State of Texas , and is described as follows

0 75 acres of land, more or less, being a part of the RICHARD DAVIDSON SURVEY, A-138, Upshur County, Texas Being the same land described in a Sheriff's Tax Deed from Anthony Betterton, Sheriff Upshur County to Gilmer Independent School District, Trustee, C/O Michael L Smith, dated May 12 2005, and recorded in Volume 598, Page 52 of the Official Records of Upshur County, Texas

Notwithstanding anything in this lease to the contrary, royalty on oil and gas shall be one-fourth (1/4), and wherever in paragraph 3 of this lease the fraction one-eighth (1/8) appears, same shall be deemed to read one-fourth (1/4)

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0 7500 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder

2 Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of Three (3) years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days

3. As royalty, Lessee covenants and agrees (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil, (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-eighth of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas, (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1 00) per long ton If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar ($1 00) for each acre of land then covered hereby Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at Pay direct to Lessor at above address , or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each

4 Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance, provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty

which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities

7 Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor Lessee shall pay for damages caused by its operations to growing crops and timber on said land

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above

9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less that forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require, and (2) any part of said land included in a pooled unit on which there are operations Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor

11 If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred

IN WITNESS WHEREOF, this instrument is executed on the date first above written

X _____
Michael L. Smith

X _____
Honorable Dean Fowler, County Judge

LESSOR SS OR TAX I D NO

X _____
Rick Albritton, Superintendent of Schools

LESSOR SS OR TAX I D NO.

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Upshur County
This instrument was acknowledged before me on the 8th day of ~~October~~ November, 2005, by

Michael L. Smith

_____
Notary Public, State of Texas
Notary's name (printed)
Notary's commission expires

SHERRON LAMINACK NOTARY PUBLIC STATE OF TEXAS EXPIRES 19-20

ACKNOWLEDGMENT

STATE OF
COUNTY OF
This instrument was acknowledged before me on the day of , , by

_____
Notary Public, State of Texas
Notary's name (printed)
Notary's commission expires.

©POUND PRINTING COMPANY

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF UPSHUR

This instrument was acknowledged before me on the 31st day of October, 2005 by Rick Albritton, Individually and in the capacity therein stated.

Ondra Gilbert
Notary Public, State of Texas
My Commission Expires:
October 4, 2008

Ondra Gilbert
Notary Public, State of Texas
Notary's name (printed).
Notary's commission expires.

STATE OF TEXAS

COUNTY OF UPSHUR

This instrument was acknowledged before me on the 15 day of ~~October~~ November, 2005 by Honorable Dean Fowler, Individually and in the capacity therein stated.

KRISTIN CULBERSON
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
11-05-07

Kristin Culberson
Notary Public, State of Texas
Notary's name (printed).
Notary's commission expires: 11-05-07

FILED
2005 NOV 15 P 2:33
TX.

UPSHUR COUNTY — A C C O U N T S P A Y A B L E S Y S T E M — 15 Nov 2005

Approved Disbursements

Checking Account(s): APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC — Disbursements Made from 10/31/05 thru 11/14/05 — PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
137459-APCA	10/31/05	UPSHUR CO CSCD BENEFITS ACCO	$1,040 70	$1,040 70	CSCD STATE BENEFITS
137460-APCA	10/31/05	UPSHUR CO CSCD BENEFITS ACCO	$26 30	$26 30	CSCD STATE LIFE INSURANCE
137461-APCA	10/31/05	NATIONWIDE RETIREMENT	$77.21	$77.21	ENTITY#52039 PAYROLL DEDUCTIONS
137462-APCA	10/31/05	FIRST NATIONAL BANK GILMER	$35,283.00	$35,283 00	FICA;MEDICARE PAYROLL DEDUCTIONS
137463-APCA	10/31/05	FIRST NATIONAL BANK GILMER	$18,631.19	$18,631 19	WITHHOLDING PAYROLL DEDUCTIONS
137464-APCA	10/31/05	CASA	$1,888.35	$1,888.35	125 PLAN MEDICAL SPENDING ACCOUNT
137465-APCA	10/31/05	CASA	$208 00	$208.00	125 CHILD CARE EXPENSES
137466-APCA	10/31/05	UPSHUR COUNTY IRC/125	$314.43	$314 43	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
137467-APCA	10/31/05	UPSHUR COUNTY IRC/125	$184.65	$184.65	125/AFLAC PAYROLL DEDUCTION
137468-APCA	10/31/05	UPSHUR COUNTY IRC/125	$82 23	$82 23	125/AMERICAN HERITAGE PAYROLL DEDUCTION
137469-APCA	10/31/05	UPSHUR COUNTY IRC/125	$167.85	$167 85	125/TRANSPORT LIFE PAYROLL DEDUCTION
137470-APCA	10/31/05	UPSHUR COUNTY IRC/125	$245.58	$245.58	125/CENTRAL UNITED PAYROLL DEDUCTION
137471-APCA	10/31/05	UPSHUR COUNTY IRC/125	$5,594.82	$5,594 82	125 DEPENDENT INS.PREMIUMS/PAYROLL
137472-APCA	10/31/05	ATTORNEY GENERAL OF TEXAS	$149.00	$149 00	HARRY CROCKETT #98302DR
137473-APCA	10/31/05	POLICE AND FIREMEN'S INS.ASS	$203.50	$203.50	#0004212440-2 UP.CO.SHERIFF DEPT
137474-APCA	10/31/05	UPSHUR COUNTY INSURANCE ACCO	$854 64	$854.64	DEPENDENT INS.PREMIUMS/PAYROLL
137475-APCA	10/31/05	TXCSDU	$88.00	$88.00	N005932949/STANLEY
137476-APCA	10/31/05	TXCSDU	$85.50	$85.50	LARRY SEWELL
137477-APCA	10/31/05	TXCSDU	$300 00	$300.00	#96-291-DR;451-96-7891
137478-APCA	10/31/05	TXCSDU	$181.13	$181.13	JUSTIN DAVIDSON #510-03
137479-APCA	10/31/05	OFFICE OF THE ATTORNEY GENER	$188.16	$188.16	AG#0009263676;AG#0009753159
137480-APCA	10/31/05	OFFICE OF THE ATTORNEY GENER	$112.50	$112 50	MITCHAEL JONES
137481-APCA	10/31/05	TEXAS CHILD SUPPORT DISBURSE	$150 00	$150.00	JAMES PAGE
137482-APCA	10/31/05	OFFICE OF THE ATTORNEY GENER	$112.50	$112.50	MITCHAEL JONES
137483-APCA	10/31/05	TCSDU	$90.00	$90.00	ANDREW MULLINS
137484-APCA	10/31/05	SHARON KEMP #0539455271	$130.00	$130.00	EARL BECK

Check #...	HC Date....	Vendor.....	Check Amount	Invoice Amts	Invoice Descriptions.....
137486-APCA	10/31/05	STANDING CHAPTER THIRTEEN TR	$115 00	$115 00	CASE#04-20199 DERONDA CAIN
137487-APCA	10/31/05	STANDING CHAPTER THIRTEEN TR	$152.50	$152 50	CASE#02-63533 STELLA ALLEN
137488-APCA	10/31/05	STANDING CHAPTER 13 TRUSTEE	$324.00	$324.00	CASE#04-20530 CYNTHIA FROST
137489-APCA	10/31/05	TG	$208.50	$208 50	WAGE WITHHOLDING PAYMENT
137490-APCA	10/31/05	VALIC	$430.00	$430 00	PAYROLL DEDUCTIONS
137491-APCA	10/31/05	ABC AUTO PARTS LTD.	$109.39	$44.16	R&B-FLASHERS
				$56.04	R&B-FILTER
				$9.19	R&B-REPAIR KIT
137492-APCA	10/31/05	ACCU.CHEM LABORATORIES	$591 00	$591.00	CCP-INV#535835;935;721,843;536118&536228
137493-APCA	10/31/05	ADT SECURITY SERVICES, INC	$30.99	$30.99	JP#3-#0120015430384B/-11/01-30/05 SERVICES
137494-APCA	10/31/05	AFLAC	$515.04	$515.04	10/31/05 #55217 PAYROLL DEDUCTIONS
137495-APCA	10/31/05	AG POWER	$120.75	$120.75	R&B-#5003705/FUEL PUMP
137496-APCA	10/31/05	ALLTEL	$173.65	$8.89	TELE.COMM-#010778716123/10/21/05 BILLING
				$8.02	JP#3-#010445713123/10/21/05 BILLING
				$0.95	TELE.COMM-#010167344123/10/21/05 BILLING
				$4.80	TELE.COMM-#010167349123/10/21/05 BILLING
				$150.53	TELE.COMM-#010721812123/10/21/05 BILLING
				$0.46	TAX-#010472099123/10/21/05 BILLING
137497-APCA	10/31/05	ALLTEL	$963.63	$288.66	R&B-#GM263HT/10/10/05 BILLING
				$12.25	JP#4-#GM00999710/10/05 BILLING
				$72.44	SUP&CCP-#GM00318 10/10/05
				$554.69	D.A-#GM02648/10/10/05 BILLING
				$35.59	CO.BLDG-LT3822V 10/21/05
137498-APCA	10/31/05	AMERICAN HERITAGE LIFE INSUR	$154.82	$154.82	10/31/05 #47939 PAYROLL DEDUCTIONS
137499-APCA	10/31/05	AOS LASER SERVICE	$587 95	$258.00	CO.TAX-INK CARTRIDGES
				$329.95	COMPUTER-HP 40000 PM MAINT.KIT
137500-APCA	10/31/05	APPLIED CONCEPTS INC.	$2,010.00	$2,010.00	DPS-STALKER RADAR
137501-APCA	10/31/05	ARAMARK UNIFORM SERVICES INC	$820.10	$24.09	R&B-#20491001/UNIFORM SERVICE
				$42.77	R&B-#20490001/UNIFORM SERVICE
				$26 02	R&B-#18713001/UNIFORM SERVICE
				$123.88	R&B-#18717001/UNIFORM SERVICE
				$52.10	R&B-#20491001/UNIFORM SERVICE
				$42.77	R&B-#20490001/UNIFORM SERVICE
				$26 02	R&B-#18713001/UNIFORM SERVICE
				$109.72	R&B-#18717001/UNIFORM SERVICE
				$52.10	R&B-#20491001/UNIFORM SERVICE

Check #...	HC	Date...	Vendor.....	Check Amount	Invoice Amts	Invoice Descriptions.....
					$42.77	R&B-#20490001/UNIFORM SERVICE
					$26.02	R&B-#18713001/UNIFORM SERVICE
					$130.95	R&B-#18717001/UNIFORM SERVICE
					$52.10	R&B-#20491001/UNIFORM SERVICE
					$42.77	R&B-#20490001/UNIFORM SERVICE
					$26.02	R&B-#18713001/UNIFORM SERVICE
137502-APCA		10/31/05	ARTIS BURNEY	$1,540.00	$1,540.00	CO.BLDG-CARPENTER WORK FOR PORTER BLDG
137503-APCA		10/31/05	BAXTER SALES CO. INC.	$490.39	$27.86	CO.JAIL-#10187377 BOWL BRUSHES
					$462.53	CO.JAIL-#101873/JANITORIAL SUPPLIES
137504-APCA		10/31/05	BEHAVORIAL INTERVENTION SER.	$1,475.00	$1,475.00	JUV.PROB-INV#74 GROUP THERAPY 10/04-10/13/05
137505-APCA		10/31/05	BEN E KEITH FOODS	$6,183.68	$3,184.67	CO.JAIL-#352156/ASSORTED FOODS
					$2,999.01	CO.JAIL-#352156/ASSORTED FOODS
137506-APCA		10/31/05	BIG SANDY I.S.D.	$18,780.00	$18,780.00	AVAIL.SCHOOL-ALLOCATION OF FUNDS 2005-2006
137507-APCA		10/31/05	BOB BARKER CO INC.	$681.55	$681.55	CO.JAIL-MATTRESSES, SHIPPING
137508-APCA		10/31/05	BRIAN HILL	$205.43	$205.43	EXT-REIMBURSE MEALS;MILEAGE;LODGING-10/01-19/05
137509-APCA		10/31/05	BROOKSHIRES	$120.00	$120.00	D A-JESSICA BOLTON/HOT CK.RESTITUTION
137510-APCA		10/31/05	BRYAN & BRYAN	$5,418.00	$5,418.00	R&B-ROAD OIL/6,300 GALL @ $ 86
137511-APCA		10/31/05	BULFINCH CUSTODIAL SERVICE I	$3,999.00	$3,999.00	OCT'05 JANITORIAL CONTRACT
137512-APCA		10/31/05	CARD SERVICE CENTER	$29.37	$29.37	D.A-#4707123168100590 10/14/05
137513-APCA		10/31/05	CARD SERVICE CENTER	$1,079.86	$1,079.86	CO.S-#4229743460002787 10/03/05
137514-APCA		10/31/05	CARD SERVICE CENTER	$448.39	$55.50	SUP-#4707123168100517 10/11/05
					$318.06	SUP-#4707123168100608 10/11/05
					$37.00	SUP-#4707123168100541 10/11/05
					$37.83	SUP-#4707123168100525 10/11/05
137515-APCA		10/31/05	CAROLYN BULLOCK	$18.00	$18.00	D.CLK-REIMBURSE/AREA MEETING
137516-APCA		10/31/05	CENTER POINT PUBLISHING	$68.88	$68.88	CO.LIB-6 BOOKS
137517-APCA		10/31/05	CENTERPOINT ENERGY	$2,596.05	$2,346.55	J CTR-#26800813/-9/09-10/11/05 SERVICE
					$97.81	CO.BLDG-#27403856/-9/9/-10/11/05 SERVICE
					$12.93	CO.LIB-#27790708/-9/09-10/12/05 SERVICE
					$26.51	PORTER BLDG-#27066075/-9/15-10/17/05 SERVICE
					$112.25	BANK ANNEX-#27065747/-9/15-10/17/05 SERVICE
137518-APCA		10/31/05	CHANE YOUNG	$174.11	$174.11	911-69 GALS.GASOLINE

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
137519-APCA	10/31/05	CHEROKEE COUNTY	$750.00	$375.00	CO. CT-MI#32,658/COMMIT TO RUSK
				$375.00	CO. CT-MI#32,663/COMMIT TO RUSK
137520-APCA	10/31/05	CHEVRON U.S.A. INC.	$2,895.42	$2,895.42	CO.S-#7898789842/GASOLINE
137521-APCA	10/31/05	CITY OF GILMER	$1,301.00	$1,301.00	CO. BLDG-RENTAL, SERV. -9/09-29/05
137522-APCA	10/31/05	CITY OF GILMER	$5,058.52	$1,434.80	CO. BLDG-#1327400000/-9/01-10/01/05 SERVICE
				$107.80	911-#0107605000/-9/01-10/01/05 SERVICE
				$12.50	CO. BLDG-#1222900000/-9/01-10/01/05 SERVICE
				$107.80	CO. LIB-#0309800000/-9/01-10/01/05 SERVICE
				$3,249.18	J. CTR-#0106750000/-9/01-10/01/05 SERVICE
				$45.70	CO. BLDG-#1215100000/-9/01-10/01/05 SERVICE
				$45.70	CO. BLDG-#1217100000/-9/01-10/01/05 SERVICE
				$55.04	ROCK. BLDG-#1330410000/-9/13-10/01/05 SERVICE
137523-APCA	10/31/05	COMPLETE BUSINESS	$280.91	$84.02	CO. CLK-#21032/-9/01-10/01/05 SERVICE
				$7.00	D. JUDGE-#21013/-9/01-10/01/05 SERVICE
				$27.98	D. CLK-#21011/-9/01-10/01/05 SERVICE
				$27.79	CO. CLK-#21019/-9/01-10/01/05 SERVICE
				$7.80	CO. LIB-#21014/-9/01-10/01/05 SERVICE
				$4.15	JP#4-#21023/-9/01-10/01/05 SERVICE
				$31.99	TAX-#21037/-9/01-10/01/05 SERVICE
				$4.33	911-#21334/-9/01-10/01/05 SERVICE
				$4.25	JP#3-#21031/-9/01-10/01/05 SERVICE
				$10.24	DISPATCH-#21036/-9/01-10/01/05 SERVICE
				$29.73	CO. JAIL-#21008/-9/01-10/01/05 SERVICE
				$5.15	CO. JAIL-#21006/-9/01-10/01/05 SERVICE
				$36.48	SUP-INV#202052, 20253, 20283 09/01/05-10/01/05
137524-APCA	10/31/05	COMPUTERLAND	$3,284.70	$3,219.70	COMPUTER-#3011/COMPUTER
				$65.00	COMPUTER-#3011/COMPUTER SERVICE
137525-APCA	10/31/05	COX EAST TEXAS	$134.54	$134.54	SUP-#8433006UPS 09/11/05
137526-APCA	10/31/05	CROLEY FUNERAL HOME	$885.00	$565.00	JP#4-JERRY BITTLE/TRANS. TO & FROM DALLAS, POUCH
				$320.00	JP#2-DELANDRUS WEBSTER/TRANS. TO TYLER, POUCH
137527-APCA	10/31/05	DALLAS COUNTY TREASURER	$25.00	$25.00	C.S.-09/28/05 NICKELBUR INVESTIGATION
137528-APCA	10/31/05	DAVID W. BULLER M.D.	$1,000.00	$1,000.00	OCTOBER'05 CONTRACTED MEDICAL SERVICES
137529-APCA	10/31/05	DAVID W. BULLER M.D.	$32.67	$32.67	INDIG-JAMISON TAVE/10/10/05 MEDICAL
137530-APCA	10/31/05	DENISE BERRY	$49.14	$49.14	SUP-REIMBURSE/156mi@.315ea 10/05
137531-APCA	10/31/05	DENTRUST DENTAL	$2,560.00	$2,560.00	CO. JAIL-9/20/05 DENTAL SERVICES
137532-APCA	10/31/05	DIAMOND D LUBE +	$82.50	$23.50	CO JAIL-UNIT#1206/OIL CHANGE

Check #...	HC	Date...	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
					$35.50	CO. JAIL-OIL CHANGE; WIPER BLADES
137533-APCA		10/31/05	DIAMOND SHAMROCK	$1,121.06	$1,121.06	CO. S-#77005775/GASOLINE
137534-APCA		10/31/05	DOUG'S CHEVRON	$95.00	$95.00	JUV. PROB-INV#1294 GAS
137535-APCA		10/31/05	DWIGHT A BRANNON	$510.00	$510.00	D. CT-#13,597/WILLIWM GLENN BURKINGTON, JR.
137536-APCA		10/31/05	EAST TEXAS INSURANCE AGENCY	$213.00	$71.00	CO. JAIL-DAVID L. TOWNSEND, JR. /NOTARY BOND
					$71.00	CO. JAIL-STELLA M. ALLEN/NOTARY BOND
					$71.00	CO. JAIL-ELIZABETH BEAN/NOTARY BOND
137537-APCA		10/31/05	ECONOMY AUTO SUPPLY INC.	$800.80	$56.93	R&B-FILTERS; ADAPTER
					$61.91	R&B-COUPLERS; PLUG; COUPLER; COUPLER, COUPLER; AIR CHUCK; STREET ELBOW; AIR CHUCK; FLASHER
					$23.21	R&B-BLUE TOWELS (2); FAST ORANGE; WIPER REFILLS 2
					$27.10	R&B-FUEL FILTER; HYD FILTER
					$1.44	R&B-O-RING
					$35.56	R&B-HOSE; FITTING, FITTING, HOSES; RTV, FUEL FILTER; RETURN
					$52.21	R&B-RAIN CAPS & BATTERY
					$99.95	R&B-GAUGE
					$183.77	R&B-FITTINGS, ETC
					$164.31	R&B-FILTERS, O-RINGS
					$32.92	R&B-TIE ROD END
					$61.49	R&B-POWER STEERING PUMP; GAUGE
137538-APCA		10/31/05	EDWARDS CONSTRUCTION CO	$1,055.00	$1,055.00	CO. S-PUMP GREASE TRAP
137539-APCA		10/31/05	ERVIN'S GARAGE	$150.00	$150.00	CO. S-TOW FORD TO 155 BARN
137540-APCA		10/31/05	ETEX TELEPHONE COOP. INC.	$37.80	$37.80	JP#1-#7346164/10/16/05 BILLING
137541-APCA		10/31/05	ETMC FIRST PHYSICIANS CLINIC	$625.37	$29.52	INDIG-TERESA M. LONG/10/11/05 MEDICAL
					$394.00	INDIG-DIANE S LAASTAD/10/12/05 MEDICAL
					$201.85	INDIG-JAMISON L TAVE/10/14/05 MEDICAL
137542-APCA		10/31/05	ETMC GILMER	$2,247.91	$196.86	CO. JAIL-#1023494-6/MED. SERV. 8/10/05
					$962.71	INDIG-JAMISON TAVE/9/07/05 MEDICAL
					$83.81	INDIG-JAMISON L. TAVE/10/01/05 MEDICAL
					$179.86	INDIG-JAMISON L. TAVE/10/04/05 MEDICAL
					$824.67	INDIG-DIANE S. LAASTAD/10/12/05 MEDICAL
137543-APCA		10/31/05	EXPRESS LUBE DBA	$88.00	$31.95	CONST#4-OIL CHANGE
					$31.95	D.A-OIL CHANGE
					$24.10	CO. S-UNIT#1209/OIL CHANGE
137544-APCA		10/31/05	FEDEX	$15.09	$15.09	D. A-#327516917/SHIPMENT TO TEXARKANA

Check #...	HC	Date....	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
137545-APCA		10/31/05	FRANK MURPHY, D.C.	$687.50	$687.50	D.CT-#13,799/CONTRACTED FEES
137546-APCA		10/31/05	FREELANCE ENTERPRISES INC	$633.26	$633.26	D.A-2006 LAW BOOKS
137547-APCA		10/31/05	GALLS INC	$43.43	$43.43	CO.S-#4099537/REPLACEMENT BULBS
137548-APCA		10/31/05	GEORGE P. BANE INC.	$2,833.62	$2,830.20	R&B-#91938/PARTS
					$3.42	R&B-#91936/2 KEY,LOCK
137549-APCA		10/31/05	GILMER CABLE TV CO. INC.	$432.80	$11.80	NON.DEPT-#19305/10/25/05 BILLING
					$421.00	NON.DEPT-#15446/10/25/05 BILLING
137550-APCA		10/31/05	GILMER DISCOUNT TIRE	$394.75	$44.95	CO.S-UNIT#2247/ALIGNMENT;TIRE ROTATION
					$10.00	CO.S-UNIT#2248/FLAT REPAIR
					$99.95	CO.S-UNIT#1210/BRAKE JOB
					$99.95	CO.S-UNIT#1209/BRAKE JOB
					$139.90	R&B-2 TIRES
137551-APCA		10/31/05	GILMER DRUG COMPANY	$5,143.29	$5,143.29	CO.JAIL-#6-0/PRESCRIPTIONS-8/31-9/30/05
137552-APCA		10/31/05	GILMER I S D.	$66,360.00	$66,360.00	AVAIL SCHOOL-ALLOCATION OF FUNDS 2005-2006
137553-APCA		10/31/05	GILMER OFFICE CENTER	$132.80	$132.80	D.A-ENVELOPES
137554-APCA		10/31/05	GILMER PAWNSHOP INC	$954.00	$954.00	CO.S-ASSORTED AMMO
137555-APCA		10/31/05	GINA RHODEN	$8.85	$8.85	911-REIMBURSE MEAL/ETCOG MEETING
137556-APCA		10/31/05	GLADEWATER ISD	$20,280.00	$20,280.00	AVAIL.SCHOOL-ALLOCATION OF FUNDS 2005-2006
137557-APCA		10/31/05	GLOBAL DOCUGRAPHIX	$1,735.20	$1,735.20	TAX-#230053700/ENVELOPES;SHIPPING
137558-APCA		10/31/05	GREATAMERICA LEASING CORP	$565.61	$565.61	CO CLK-#0110285756002/10/10/05 BILLING
137559-APCA		10/31/05	GREGG COUNTY CLERK	$332.00	$332.00	CO.CT-#2005-0060-M/JESSIE HODRIDGE
137560-APCA		10/31/05	GRIFFITH LAW FIRM P.C	$350.00	$350.00	D.CT-#13,801/AUNDRAY TAYLOR
137561-APCA		10/31/05	H&D HARDWARE & AUTOMOTIVE IN	$152.28	$14.98	CO.BLDG-BOLTS,HASP,LOCKS
					$9.00	R&B-OIL
					$14.64	R&B-BATTERIES
					$4.00	CO.BLDG-2 CASTOR OILS
					$9.30	CO.BLDG-2 CORN
					$5.03	COMPUTER-EXTENSION CORD
					$0.90	CO.JAIL-KEY
					$4.38	CO.JAIL-GRINDING WHEEL
					$7.81	CO.S-BITS
					$116.43	CO.S-JACK;COUPLER;SANDBLASTER
					$14.98cr	CO.BLDG-RETURNED BOLTS;HASP;LOCKS
					$19.21cr	CO.S-RETURNED COUPLERS

Check #.	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
137562-APCA	10/31/05	H.W. WILSON	$157.00	$157.00	CO.LIB-LIBRARY MATERIAL
137563-APCA	10/31/05	HARMONY I.S.D.	$21,040.00	$21,040.00	AVAIL.SCHOOL-ALLOCATION OF FUNDS 2005-2006
137564-APCA	10/31/05	HOLMES CONCRETE PIPE	$317.40	$317.40	R&B-30'X24" PLASTIC CULVERT
137565-APCA	10/31/05	HOLT CAT	$156.04	$156.04	R&B-#1228190/CAT PARTS
137566-APCA	10/31/05	INGRAM BOOK CO	$928.27	$44.15	CO.LIB-#2083975/3 BOOKS
				$798.16	CO.LIB-#2083975/70 BOOKS
				$15.68	CO.LIB-#2083975/1 BOOK
				$70.28	CO.LIB-#2083975/10 BOOKS
137567-APCA	10/31/05	JEFFERSON COUNSELING SERVICE	$3,402.50	$3,402.50	CCP-COUNSELING 09/25/05 & 10/10/05
137568-APCA	10/31/05	JEFFERSON JIMPLECUTE	$128.05	$128.05	SUP-INV#43144;43173;43293;43386
137569-APCA	10/31/05	JESSICA HILL	$753.44	$753.44	JUV.PROB-REIMBURSE/1327mi@.405;MEALS 9/19-10/18/05
137570-APCA	10/31/05	JR'S OF DIANA	$50.26	$50.26	D.A-KEISHA ROWE/HOT CK.RESTITUTION
137571-APCA	10/31/05	JUNE J. BARNETT	$235.00	$235.00	D.CT-COURT REPORTING 10/13/05
137572-APCA	10/31/05	KIM BASINGER,R.N.,S.A.N.AE,	$1,000.00	$200.00	CO.S-#05-02027 SANE EXAM 04/26/05
				$200.00	CO.S-#05-05235 SANE EXAM 09/30/05
				$200.00	CO.S-#05-05235 SANE EXAM 10/12/05
				$200.00	CO.S-#05-05616 SANE EXAM
				$200.00	CO.S-#05-05701 SANE EXAM
137573-APCA	10/31/05	KIMBERLY PEEL	$201.15	$91.00	JP#2-PER DIEM(COURT CLERK SCHOOL@RICHARDSON 11/06-09/05)
				$110.15	JP#2-275 06mi@.315ea;PARKING(RICHARDSON SCHOOL 11/06-09/05)
137574-APCA	10/31/05	KIRBY RESTAURANT SUPPLY	$447.90	$447.90	CO.JAIL-#7009/JANITORIAL SUPPLIES
137575-APCA	10/31/05	LAURA NORRED	$164.25	$164.25	JP#1-273.60mi@.315ea;PER DIEM FOR MEALS(CT.CLERK SCHOOL@RICHARDSON)
137576-APCA	10/31/05	LAUREN PARISH	$400.00	$400.00	OCTOBER'05 JUVENILE PROBATION BOARD
137577-APCA	10/31/05	LONGVIEW WELLNESS CENTER	$500.00	$500.00	CCP-INV#752 10/11/05
137578-APCA	10/31/05	LORIE HERNDON	$507.83	$507.83	JUV PROB-REIMBURSE/1165mi@.405ea;MEALS 10/24/05
137579-APCA	10/31/05	MANHATTAN INSURANCE GROUP	$593.62	$593.62	10/31/05 #4269 PAYROLL DEDUCTIONS
137580-APCA	10/31/05	MEDICAL WHOLESALE INC.	$516.63	$493.07	CO JAIL-#3047/SUPPLIES

Check #...	HC	Date...	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
137581-APCA		10/31/05	MICHELE GRIFFITH	$91 00	$91.00	JP#2-PER DIEM(COURT CLERKS SCHOOL@RICHARDSON 11/06-09/05)
137582-APCA		10/31/05	MIKE LOYD	$607.01	$607.01	VET-REIMBURSE 755 MI. @ $.315; DUES(CONFERENCE)
137583-APCA		10/31/05	MRS BAIRD BAKERIES	$539.28	$179.76	CO. JAIL-#3529/BREAD
					$171.52	CO. JAIL-#3529/BREAD
					$188 00	CO. JAIL-#3529/BREAD
137584-APCA		10/31/05	MUSIC MOUNTAIN WATER CO.	$19.17	$19.17	SUP-#79777000 09/30/05
137585-APCA		10/31/05	MYRA HARRIS	$257.82	$257.82	CO. TREAS-REIMBURSE/765.8mi@.315ea; RM TAX(57th ANNUAL TREAS CONF@KERRVILLE 10/17-20/05
137586-APCA		10/31/05	NARDIS INSTITUTIONAL SUPPLY	$807.75	$807.75	CO JAIL-TOWELS, SHEETS, ETC.
137587-APCA		10/31/05	NATIONAL DISTRICT ATTORNEYS	$155.00	$155.00	D.A-MEMB.#7578/MICHAEL FETTER(MEMB.DUES)
137588-APCA		10/31/05	NATIONAL FAMILY CARE	$822.20	$822 20	10/31/05 #3152 PAYROLL DEDUCTIONS
137589-APCA		10/31/05	NEW DIANA I S.D	$24,100.00	$24,100.00	AVAIL. SCHOOL-ALLOCATION OF FUNDS 2005-2006
137590-APCA		10/31/05	OLMSTED-KIRK PAPER COMPANY	$1,354.85	$1,354.85	CO. BLDG-#32479/JANITORIAL SUPPLIES
137591-APCA		10/31/05	OMNIBASE SERVICES OF TEXAS	$126.00	$126.00	JP#3-PS ID#003228(3rd.QTR05/JULY-SEPT
137592-APCA		10/31/05	ORE CITY I S D	$22,040.00	$22,040 00	AVAIL SCHOOL-ALLOCATION OF FUNDS 2005-2006
137593-APCA		10/31/05	PATRICIA HARRISON	$235.00	$235.00	CO.CT-COURT REPORTING 10/24/05
137594-APCA		10/31/05	PAUL BANNER	$106 12	$106.12	D.CT-REIMBURSE MILEAGE; MEALS/4 DAYS
137595-APCA		10/31/05	PETE&WILLIE'S MINI STORAGE	$170 00	$170.00	CO.S-#24 09/12-30/5, UNIT#3&24 OCT'05
137596-APCA		10/31/05	PETROLEUM TRADERS CORP.	$51,036.82	$5,185.51	R&B-#210052/GASOLINE
					$1,306.50	R&B-#210052/GASOLINE
					$1,303.88	R&B-#210052/GASOLINE
					$20,259.82	R&B-#210052/DIESEL
					$7,181 21	R&B-#210052/DIESEL
					$7,184.12	R&B-#210052/DIESEL
					$8,615.78	R&B-#210052/DIESEL
137597-APCA		10/31/05	PITTSBURG I S D	$200 00	$200.00	AVAIL. SCHOOL-ALLOCATION OF FUNDS 2005-2006
137598-APCA		10/31/05	PIZZA HUT OF EAST TEXAS	$45 17	$45.17	D.CT-PIZZAS FOR JURORS
137599-APCA		10/31/05	POSTMASTER	$68.00	$68.00	D.CT-BOX #1052 ANNUAL RENT 2005-06
137600-APCA		10/31/05	POWERPLAN DIB	$952.89	$952 89	R&B-CUTTING EDGES/REBUILT WATER PUMP
137601-APCA		10/31/05	PRINTING SPOT	$780.00	$780.00	CO.S-BUSINESS 24252

Check #...	HC Date...	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
137602-APCA	10/31/05	QUILL CORPORATION	$1,987 63	$612.13	COMPUTER-#857133/HP CLR LASERJET 2550N; LEATHER CHAIR
				$45.45	CO. S-#04091316/OFFICE SUPPLIES
				$101.38	SUP-#49034/SUPPLIES
				$48.34	TREAS-#857133/OFFICE SUPPLIES
				$1,180.33	TAX-#857133/OFFICE SUPPLIES
137603-APCA	10/31/05	RELIABLE SAFE & LOCK	$304.80	$304.80	CO BLDG-PARTS; LABOR
137604-APCA	10/31/05	RENAISSANCE	$398.52	$398.52	JP#2-LODGING 11/06-08/05 GRIFFITH&PEEL
137605-APCA	10/31/05	RENAISSANCE HOTEL	$127.86	$127.86	JP#1-#81232989/LODGING; LAURA NORRED(JTC. CLERK SCHOOL)
137606-APCA	10/31/05	RIEGEL BY PRODUCTS	$107.50	$107 50	CO JAIL-#R035876/QUARTERLY GREASE SERVICE
137607-APCA	10/31/05	RISD INC.	$6.03	$6.03	NON. DEPT-#63199S1/-9/18-10/17/05 SERVICE
137608-APCA	10/31/05	ROBERT BENNETT & ASSOC.	$350 00	$350.00	D. CT-#13,849/BENJAMIN NEIL RUDE
137609-APCA	10/31/05	ROXANNE WARREN	$19 25	$19 25	CO. S-REIMBURSE POSTAGE
137610-APCA	10/31/05	SAM HOUSTON STATE UNIVERSITY	$150.00	$150.00	SUP-REGISTRATION/DARRELL RAY
137611-APCA	10/31/05	SARAH S. WHITE	$350.00	$350.00	D CT-#607-05/I-I-D-A S ,R S
137612-APCA	10/31/05	SARTAIN FLUID POWER INC	$436.64	$436.64	R&B-CYLENDAR REPAIR
137613-APCA	10/31/05	SAV-ON OFFICE SUPPLY INC	$1,520.67	$63.03	C. CLK-OFFICE SUPPLIES
				$202.26	D. CLK-OFFICE SUPPLIES
				$9.98	JP#1-(1)STAMP"COMPLETED"
				$13.99	EXT-FOLDERS
				$11.99	COMM. CT-PAPER
				$134.99	SUP-OFFICE SUPPLIES
				$19.95	D. CLK-OFFICE SUPPLIES
				$18.52	CO. CLK-FASTENERS; TAPE
				$275.31	CO. S-OFFICE SUPPLIES
				$31.49	CO. AUD-FAX CARTRIDGE
				$35.46	911-OFFICE SUPPLIES
				$24.95	CO. CLK-HAND STAMP
				$3.99	SUP-OFFICE SUPPLIES
				$6.99	CO. CLK-STORAGE BOXES
				$35.94	CO. JAIL-STAMP; BOOK
				$8 99	ELECTIONS-PAPER
				$24.83	CO. TREAS-OFFICE SUPPLIES
				$142.11	D. A-OFFICE SUPPLIES
				$108.27	CO. S-OFFICE SUPPLIES
				$26.99	INDIG-PAPER
				$83.97	CO. LIB-OFFICE SUPPLIES
				$17 98	ELECTIONS-PAPER

Check #...	HC	Date...	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
					$216.35	D.A-OFFICE SUPPLIES
					$16 64cr	C.CLK-RETURNED STAPLERS;STAPLES
137614-APCA		10/31/05	SCHWAAB INC.	$33.55	$33.55	D.JUDGE-NOTARY STAMP
137615-APCA		10/31/05	SCOTT-MERRIMAN INC.	$947.05	$537.24	DIST.CL-OFFICE SUPPLIES
					$409.81	D CLK-1000 CD CIVIL DOCKET LEAVES
137616-APCA		10/31/05	SHELL OIL COMPANY	$1,058.65	$1,058 65	CO.S-#065164956/GASOLINE
137617-APCA		10/31/05	SHUTTER SNAPPER PHOTO	$47.00	$47.00	D.A-TRINA MCCELLON/HOT CK.RESTITUTION
137618-APCA		10/31/05	SOUTHEAST TEXAS FORENSIC CEN	$1,500.00	$1,500.00	JP#1-CASE T05-1007/LINDA JEAN DAVIS
137619-APCA		10/31/05	SOUTHERN TIRE MART	$3,730.04	$3,730.04	R&B-TIRES
137620-APCA		10/31/05	SOUTHWESTERN ELECTRIC POWER	$1,222.58	$52.95	ROCK.BLDG-#96999924788308/-9/10-10/11/05 SERVICE
					$334.21	CO.BLDG-#96951098308/-9/10-10/11/05 SERVICE
					$691.28	CO.LIB-#96918788306/-9/9-10/11/05 SERVICE
					$144 14	JP#3-#96404792002/-9/19-10/19/05 SERVICE
137621-APCA		10/31/05	STATE COMPTROLLER	$14,462.35	$12,979.60	QTR.ENDING 09/30/05 CIVIL FEES REPORT
					$1,482.75	09/30/05 CHILD SAFETY SEAT&SEAT BELT REPORT
137622-APCA		10/31/05	SYRON CORP	$110.40	$110 40	CO.LIB-MICROFILM
137623-APCA		10/31/05	TAAO	$145.00	$145.00	CO.TAX-MEMBERSHIP DUES/MICHEAL L.SMITH;SHERRON LAMINACK
137624-APCA		10/31/05	TAC PROPERTY&CASUALTY	$3,520.00	$1,127.00	SUP-#2344 AUTO PHYSICAL DAMAGE 10/05-10/06
					$2,393.00	SUP-#2344 AUTO LIABILITY 10/05-10/06
137625-APCA		10/31/05	TAC RISK MANAGEMENT POOL	$4,054.00	$4,054.00	SUP-#2344 PUBLIC OFFICIALS LIABITITY 10/05-10/06
137626-APCA		10/31/05	TEXAS AWNING & CANVAS INC	$293.20	$293.20	JP#1-7'POLE,3x5 NYLON TX&4x6 US FLAG
137627-APCA		10/31/05	TEXAS DIST &CO.ATTY.ASSOC.	$50 00	$50.00	D.A-EVELYN D.JONES/-11/2005-11/2006 DUES
137628-APCA		10/31/05	TEXAS PARKS & WILDLIFE	$164.90	$164.90	JP#3-#CR05-046J3&047J3 JEREMIAH KIRKLIN
137629-APCA		10/31/05	TEXAS PROBATION ASSOC	$270.00	$270.00	SUP-TPA MEMEBERSHIP DUES
137630-APCA		10/31/05	THE NATIONAL LAW JOURNAL	$79.00	$79.00	D.JUDGE-SUBSCRIPTION
137631-APCA		10/31/05	TOP STOP	$43.00	$43.00	CONST#1-GAS
137632-APCA		10/31/05	TRIUMPH	$236 46	$236 46	R&B-#1515191710/20/05 BILLING
137633-APCA		10/31/05	TSAA	$70.00	$70.00	CO.TAX-MEMBERSHIP DUES/MICHEAL L.SMITH

Check #...	HC Date...	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
137634-APCA	10/31/05	TWIN STATE TRUCKS INC.	$216 67	$31. 94	R&B-#171277/THERMOSTAT
				$184. 73	R&B-FUEL PRESSURE REGULATOR
137635-APCA	10/31/05	TWI HOLDING LTD	$64. 58	$64. 58	JP#3-CAUSE#HC01-142J3 ROBERT SMITH, RRESTITUTION&MERCHANT FEE
137636-APCA	10/31/05	TYLER UNIFORM CO. INC.	$34. 50	$34 50	CO S-#UPS2010/SHIRT
137637-APCA	10/31/05	U S. FOOD SERVICE	$10, 654 08	$2, 427 33	CO JAIL-#93586865/ASSORTED FOODS
				$3, 294. 07	CO. JAIL-#93586865/ASSORTED FOODS
				$2, 673. 66	CO. JAIL-#93586865/ASSORTED FOODS
				$2, 259. 02	CO. JAIL-#93586865/ASSORTED FOODS
137638-APCA	10/31/05	UNION GROVE I S. D.	$18, 840. 00	$18, 840. 00	AVAIL. SCHOOL-ALLOCATION OF FUNDS 2005-2006
137639-APCA	10/31/05	UNION HILL I. S. D.	$8, 360. 00	$8, 360. 00	AVAIL. SCHOOL-ALLOCATION OF FUNDS 2005-2006
137640-APCA	10/31/05	UNITED POSTAL SOLUTIONS	$186. 00	$186. 00	CO. TAX-INK & LABELS
137641-APCA	10/31/05	UPSHUR COUNTY	$13, 933 59	$5, 256. 56	QTR. ENDING 09/30/05 STATE CRIM. COSTS&FEES/SERVICE FEES
				$160. 50	QTR. ENDING 09/30/05 CIVILE FEES/SERVICE FEES
				$1, 482. 75	09/30/05 CHILD SAFETY SEAT BELT/SERVICE FEE 50%
				$7, 033. 78	COUNTY FEES(JULY-SEPT)
137642-APCA	10/31/05	UPSHUR COUNTY CSCD	$20. 00	$20. 00	JUV PROB-10 PANEL SCREEN 09/22/05
137643-APCA	10/31/05	UPSHUR COUNTY JUVENILE PROBA	$908. 66	$25. 05	JUV. PROB-NON RESIDENTAL(CARD SERVICE)
				$333. 18	JUV. PROB-TRAINING(CARD SERVICE)
				$427 54	JUV PROB-OFFICE SUPPLIES(CARD SERVICE)
				$26. 94	JUV. PROB-OFFICE SUPPLIES
				$95 95	JUV. PROB-ALLTEL 10/10/05
137644-APCA	10/31/05	UPSHUR-RURAL ELECTRIC COOP.	$320. 35	$144. 05	R&B-#1676-004/-9/10-10/09/05 SERVICE
				$73 52	R&B-#4956/-9/13-10/21/05 SERVICE
				$102. 78	R&B-#49674-001 10/27/05
137645-APCA	10/31/05	UT HEALTH CENTER AT TYLER	$211. 72	$211. 72	INDIG-MICHIKA BROOKS/10/11/05 MEDICAL
137646-APCA	10/31/05	VERIZON SOUTHWEST	$234. 49	$234. 49	JP#3-#8448254010828/10/10/05 BILLING
137647-APCA	10/31/05	WAL-MART COMMUNITY	$26. 64	$26 64	DPS-#30322020022299774 10/16/05
137648-APCA	10/31/05	WAL-MART COMMUNITY	$59 88	$59. 88	R&B-#6032202020130036 10/09/05
137649-APCA	10/31/05	WALMART COMMUNITY	$120. 09	$120. 09	CO. CLK-#603220200011145553 10/16/05
137650-APCA	10/31/05	WALMART COMMUNITY BRC	$35 94	$35. 94	D. CT-#6032202000836412 10/16/05

Check #...	HC	Date...	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
137652-APCA		10/31/05	WELLS FARGO FINANCIAL LEASIN	$400.78	$234.13	D A-#0019001910003/10/07/05 BILLING
					$166.65	D.A-#0019001910/10/07/05 BILLING
137653-APCA		10/31/05	WEST PAYMENT CENTER	$1,404.47	$75.00	LAW.LIB-#10008079667-9/01-30/05 BILLING
					$790.40	LAW.LIB-#1032665677-9/01-30/05 BILLING
					$349.00	JUV.PROB-#1000743942/TX PENAL CODE ANNO 05-06,PAMPHLET
					$40.00	JUV.PROB-#1000743942 TX PENAL CODE PAM FULL SET
					$150.07	D.A-#10002613657-9/01-9/30/05 CHARGES
137654-APCA		10/31/05	WEST SIDE FURNITURE	$25.93	$25.93	R&B-SAWS SHARPEN/OIL
137655-APCA		10/31/05	WHITE OAK RADIATOR	$312.38	$312.38	R&B-REPAIR RADIATOR/OIL COOLER
137656-APCA		10/31/05	WINN'S AUTO & TRUCK REPAIR	$107.86	$107.86	CO.S-UNIT#2222/SERVICE TRANSMISSION
137657-APCA		10/31/05	WYONE MANES	$60.00	$60.00	OCT'05 JP#1 BLDG.CLEANED
137658-APCA		10/31/05	XRAY EXPRESS OF TYLER	$1,175.00	$50.00	CO JAIL-JEREMY NARAMORE/5/09/05 MED.
					$100.00	CO JAIL-TAMMY MCWHORTER/5/23/05 MEDICAL
					$75.00	CO.JAIL-JAMES RHODES/5/23/05 MEDICAL
					$75.00	CO.JAIL-BOBBY BROWN/6/21/05 MEDICAL
					$75.00	CO.JAIL-LAKEETHA PENTECOST/6/21/05 MEDICAL
					$100.00	CO.JAIL-JOE ANACLETO/8/22/05 MEDICAL
					$75.00	CO.JAIL-ANTONIO LERME/8/22/05 MEDICAL
					$100.00	CO.JAIL-ROBERT DISON/8/31/05 MEDICAL
					$75.00	CO.JAIL-TONY HUDSON/8/31/05 MEDICAL
					$100.00	CO.JAIL-ERRIN DIXON/9/13/05 MEDICAL
					$75.00	CO.JAIL-JOSE BARAHONA/9/23/05 MEDICAL
					$175.00	CO.JAIL-VIRGINIA HOWARD/9/28/05 MEDICAL
					$100.00	CO.JAIL-DARLA SIMPSON/6/20/05 MEDICAL
137659-APCA		10/31/05	YOUNG'S HEATING & AIR	$138.00	$138.00	CO.BLDG-JAIL UNITS
137660-APCA		10/31/05	STATE COMPTROLLER	$70,215.94	$70,215.94	QTR.ENDING 09/30/05 STATE CRIM.COSTS&FEES REPORT
137661-APCA		10/31/05	FIRST NATIONAL BANK	$45,823.39	$45,823.39	CD#36890(AVAIL)PURCHASED@3.59%(73days)TO MATURE 01/12/06
137662-APCA		10/31/05	FIRST NATIONAL BANK GILMER	$850,000.00	$850,000.00	CD#36891 PURCHASED@3.44%(30days)TO MATURE 11/30/05
137663-APCA		10/31/05	GALLS INC	$116.94	$116.94	CONST#4-0015331580/BARRIER TAPE 1000'FIRE LINE;MICRO LIGHT CLIP;EVID.TAPE;GLOVES
137786-APCA		10/31/05	TEXAS COUNTY & DISTRICT RETI	$74,631.11	$74,631.11	UNIT#329 MONTHLY REPORT
Total for APCA - Accounts Payable Clearing Account				$1,515,843.80		

Check #....	HC	Date....	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
1884-FNB.125		10/31/05	UPSHUR CO.OPERATING ACCOUNT	$994.74	$994.74	10/28/05 CANCER,HEART/STROKE PREMIUMS DUE FROM IRC
1885-FNB.125		10/31/05	UPSHUR COUNTY INSURANCE ACCO	$5,594.82	$5,594.82	10/28/05 DEPENDENT INS.PREMIUMS DUE FROM IRC
Total for FNB 125 - IRC/125 PLAN				$6,589.56		

UPSHUR COUNTY — A C C O U N T S P A Y A B L E S Y S T E M — 15 Nov 2005

Approved Disbursements

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

THE SOFTWARE GROUP, INC — Disbursements Made from 10/31/05 thru 11/14/05 — PAGE 14

Check #...	HC	Date....	Vendor.....	Check Amount.	Invoice Amts	Invoice Descriptions.....
1496-FNB. INS		10/31/05	GROUP ADMINISTRATORS-SAN ANT	$55,107 03	$55,107 03	GROUP#908400 10/28/05 CLAIMS REGISTER
1497-FNB. INS		10/31/05	GROUP ADMINISTRATORS-SAN ANT	$41,749.06	$484 93	GROUP#08400 OCT'05 ADM FEES
					$41,264.13	NOV'05 INS PREMIUMS
1498-FNB. INS		10/31/05	SUN LIFE FINANCIAL	$1,181.25	$1,181.25	#079589 NOV'05 LIFE PREMIUMS
Total for FNB INS - INSURANCE				$98,037.34		
Grand Tota				$1,620,490.70		

210 records listed

County Judge, Dean Fowler

Commissioner Pct#3, Lloyd A. Crabtree

Commissioner Pct#1, James Crittenden

Commissioner Pct#4, Gary Drennan

Commissioner Pct#2, Joe E. Ferguson

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 NOV 15 A 9:51
UPSHUR COUNTY, TX.
BY
DEPUTY

UPSHUR COUNTY — JURY SELECTION SYSTEM — 01 Nov 2005
10/10/05/DC
THE SOFTWARE GROUP, INC. — Check Register for 11/01/05 — PAGE 1

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
137664-APCA	Ms.	UPSHUR COUNTY JUVENILE FUND	UPSHUR COUNTY JUVENILE FUND	COUNTY	11/01/2005	$60.00		115
137665-APCA	Ms	UPSHUR COUNTY TX. CRIME VICTIMS	UPSHUR COUNTY TX. CRIME VICTIMS	CRIME	11/01/2005	$110.00		115
137666-APCA	Mr.	JIM S BOWDEN	JIM S BOWDEN	157569	11/01/2005	$30.00		115
137667-APCA	Mr	ANDREW CHASE MULLINS	ANDREW CHASE MULLINS	158053	11/01/2005	$10.00		115
137668-APCA	Mr.	DAVID WAYNE WILCOX	DAVID WAYNE WILCOX	217432	11/01/2005	$10.00		115
137669-APCA	Mr.	SIMON RENE WRIGHT	SIMON RENE WRIGHT	216766	11/01/2005	$10.00		115
137670-APCA	Ms.	DONNA KAY BUSSARD	DONNA KAY BUSSARD	219855	11/01/2005	$10.00		115
137671-APCA	Ms.	MARY ANN DUNN	MARY ANN DUNN	173834	11/01/2005	$10.00		115
137672-APCA	Mr.	PATRICK DEAN THOMPSON	PATRICK DEAN THOMPSON	192283	11/01/2005	$10.00		115
137673-APCA	Mr.	MICHEAL LEON MELTON	MICHEAL LEON MELTON	155883	11/01/2005	$30.00		115
137674-APCA	Mr.	TERRENCE GENE JARECKI	TERRENCE GENE JARECKI	201655	11/01/2005	$10.00		115
137675-APCA	Ms.	VICKY DIANE GARRETT	VICKY DIANE GARRETT	152275	11/01/2005	$10.00		115
137676-APCA	Mr.	BRUCE ALLEN SWEAT	BRUCE ALLEN SWEAT	174717	11/01/2005	$10.00		115
137677-APCA	Ms.	KATHERINE KAY ROBERTSON	KATHERINE KAY ROBERTSON	200734	11/01/2005	$10.00		115
137678-APCA	Mr.	ROBIN LANE WINCHESTER	ROBIN LANE WINCHESTER	169275	11/01/2005	$10.00		115
137679-APCA	Mr.	GREGORY SCOTT BARICHELLO	GREGORY SCOTT BARICHELLO	221956	11/01/2005	$10.00		115
137680-APCA	Mr.	JOE LARRY MAJORS	JOE LARRY MAJORS	210186	11/01/2005	$10.00		115
137681-APCA	Ms.	VICKY LYNN ROFKAHR	VICKY LYNN ROFKAHR	201389	11/01/2005	$10.00		115
137682-APCA	Ms.	PATRICIA COOK	PATRICIA COOK	146803	11/01/2005	$30.00		115
137683-APCA	Mr.	JON WILLIAMSON	JON WILLIAMSON	143984	11/01/2005	$10.00		115
137684-APCA	Ms.	ALETA JOYCE BROOKS	ALETA JOYCE BROOKS	199174	11/01/2005	$10.00		115
137685-APCA	Mr	WILLIAM DANIEL HAWTHORNE	WILLIAM DANIEL HAWTHORNE	201237	11/01/2005	$10.00		115
137686-APCA	Mr.	TIMOTHY JOE THOMPSON	TIMOTHY JOE THOMPSON	149888	11/01/2005	$10.00		115
137687-APCA	Ms.	SHAUNDA WEBB GORDON	SHAUNDA WEBB GORDON	218625	11/01/2005	$10.00		115
137688-APCA	Ms	DOROTHY REDDEN	DOROTHY REDDEN	172699	11/01/2005	$10.00		115

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
137689-APCA	Mr.	JOHN MARK MCGEE	JOHN MARK MCGEE	161285	11/01/2005	$10.00		115
137690-APCA	Ms.	SANDRA JANE CAMPER	SANDRA JANE CAMPER	168330	11/01/2005	$10.00		115
137691-APCA	Ms.	JUANITA WHITLOCK	JUANITA WHITLOCK	142214	11/01/2005	$10.00		115
137692-APCA	Mr.	DOUGLAS RAY BAILEY	DOUGLAS RAY BAILEY	214582	11/01/2005	$10.00		115
137693-APCA	Ms	AUDREY L. MORGAN	AUDREY L. MORGAN	157863	11/01/2005	$30.00		115
137694-APCA	Ms.	BRANDI LYNN STEGALL	BRANDI LYNN STEGALL	213078	11/01/2005	$30.00		115
137695-APCA	Mr.	RICKEY DALE PENDARVIS	RICKEY DALE PENDARVIS	157760	11/01/2005	$30.00		115
137696-APCA	Mr	RALPH KENNETH HOWIE	RALPH KENNETH HOWIE	217846	11/01/2005	$10.00		115
137697-APCA	Ms.	MARY DIANA DENKELER	MARY DIANA DENKELER	162522	11/01/2005	$10.00		115
137698-APCA	Ms.	KAREN WOOD LEAGUE	KAREN WOOD LEAGUE	196496	11/01/2005	$10.00		115
137699-APCA	Mr.	LAMARC LOWERY GAGE	LAMARC LOWERY GAGE	219930	11/01/2005	$10.00		115
137700-APCA	Ms.	BARBARA WINN	BARBARA WINN	9069	11/01/2005	$30.00		115
137701-APCA	Mr.	THOMAS JON TENNIMON	THOMAS JON TENNIMON	219751	11/01/2005	$10.00		115
137702-APCA	Ms.	DONNA MARISE PAYNE	DONNA MARISE PAYNE	159303	11/01/2005	$10.00		115
137703-APCA	Mr.	BENJAMIN RAY NORRIS	BENJAMIN RAY NORRIS	147654	11/01/2005	$40.00		115
137704-APCA	Mr.	CHARLES HENRY FERRELL	CHARLES HENRY FERRELL	198726	11/01/2005	$10.00		115
137705-APCA	Ms.	GLYNDA CHARALENE JOHNSON	GLYNDA CHARALENE JOHNSON	202520	11/01/2005	$10.00		115
137706-APCA	Mr.	RANDALL LEE GENTRY	RANDALL LEE GENTRY	193431	11/01/2005	$10.00		115
137707-APCA	Ms.	LISA ANNE MARTIN	LISA ANNE MARTIN	211294	11/01/2005	$10.00		115
137708-APCA	Mr	DAVID JULIAS CLARK	DAVID JULIAS CLARK	168736	11/01/2005	$10.00		115
137709-APCA	Mr.	TERRY ONEAL NELSON	TERRY ONEAL NELSON	149072	11/01/2005	$40.00		115
137710-APCA	Ms.	JANICE CAROLYN SHARPLESS	JANICE CAROLYN SHARPLESS	148728	11/01/2005	$40.00		115
137711-APCA	Ms.	ABIGAIL ELAINE STEWART	ABIGAIL ELAINE STEWART	201489	11/01/2005	$10.00		115
137712-APCA	Mr.	JAYSON BOB COKER	JAYSON BOB COKER	159259	11/01/2005	$10.00		115
137713-APCA	Mr.	GARY GLENN PORTER	GARY GLENN PORTER	200988	11/01/2005	$10.00		115
137714-APCA	Ms	KRISTINA LYNN MARTINEZ	KRISTINA LYNN MARTINEZ	212417	11/01/2005	$10.00		115

Check Register for 11/01/05

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
137715-APCA	Mr.	JAMES ELLIS BEAN	JAMES ELLIS BEAN	171292	11/01/2005	$10.00		115
137716-APCA	Ms	JOYCE WINDHAM CARROLL	JOYCE WINDHAM CARROLL	167860	11/01/2005	$40.00		115
137717-APCA	Mr.	MICHAEL DEAN NEWTON	MICHAEL DEAN NEWTON	192269	11/01/2005	$40.00		115
137718-APCA	Ms.	DEBBIE GAYLE RASH	DEBBIE GAYLE RASH	166386	11/01/2005	$10.00		115
137719-APCA	Ms	JANICE PRISCILLA DAVIS	JANICE PRISCILLA DAVIS	173123	11/01/2005	$10 00		115
137720-APCA	Ms.	LAVERNE MAY GREER	LAVERNE MAY GREER	201783	11/01/2005	$40.00		115
137721-APCA	Ms.	DEBRA RICHARDSON	DEBRA RICHARDSON	148693	11/01/2005	$10.00		115
137722-APCA	Ms	DENA MARIE HARROFF	DENA MARIE HARROFF	215647	11/01/2005	$10.00		115
137723-APCA	Mr.	JASON RENATO VEGA	JASON RENATO VEGA	221635	11/01/2005	$10.00		115
137724-APCA	Ms.	PATSY RUTH MATTHIS	PATSY RUTH MATTHIS	217609	11/01/2005	$10.00		115
137725-APCA	Ms	CUBBON RAE HAYDEN	CUBBON RAE HAYDEN	190917	11/01/2005	$10 00		115
137726-APCA	Ms.	TONJA SHERI WAGNER	TONJA SHERI WAGNER	165192	11/01/2005	$10.00		115
137727-APCA	Mr.	CORY BRENT FATHERREE	CORY BRENT FATHERREE	204159	11/01/2005	$10.00		115
137728-APCA	Ms	LAUREN RAYE HILL	LAUREN RAYE HILL	216557	11/01/2005	$10.00		115
137729-APCA	Ms.	MARIA VICTORIA DENTON	MARIA VICTORIA DENTON	162367	11/01/2005	$10.00		115
137730-APCA	Mr.	DAVID LEO NEWBERRY	DAVID LEO NEWBERRY	162398	11/01/2005	$10.00		115
137731-APCA	Mr.	LARRY LEE HICKS	LARRY LEE HICKS	192647	11/01/2005	$10.00		115
137732-APCA	Mr.	OSCAR DANIEL MALCOLM	OSCAR DANIEL MALCOLM	158164	11/01/2005	$10.00		115
137733-APCA	Ms.	TAMMY A ELLISON	TAMMY A ELLISON	152589	11/01/2005	$30.00		115
137734-APCA	Ms	BRENDA SUE GRISWOLD	BRENDA SUE GRISWOLD	159875	11/01/2005	$10.00		115
137735-APCA	Ms.	KARYL DONISE PATTERSON	KARYL DONISE PATTERSON	192677	11/01/2005	$10.00		115
137736-APCA	Mr.	KENNETH WAYNE CARROLL	KENNETH WAYNE CARROLL	191641	11/01/2005	$10.00		115
137737-APCA	Mr	BRADLEY CRAIG TAYLOR	BRADLEY CRAIG TAYLOR	146354	11/01/2005	$10.00		115
137738-APCA	Mr.	THOMAS WELDON HOMER	THOMAS WELDON HOMER	174108	11/01/2005	$10.00		115
137739-APCA	Mr.	JAMES KELLY HUMBERSON	JAMES KELLY HUMBERSON	196800	11/01/2005	$10.00		115
137740-APCA	Mr.	L M BUCHANAN	L M BUCHANAN	151796	11/01/2005	$10 00		115

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
137741-APCA	Ms.	KIMBERLEY LYNN BRIGGS	KIMBERLEY LYNN BRIGGS	219283	11/01/2005	$40.00		115
137742-APCA	Ms	RUTHIE ANN BROWN	RUTHIE ANN BROWN	200751	11/01/2005	$10.00		115
137743-APCA	Ms.	CHRISTINA DEANN SCOGGINS	CHRISTINA DEANN SCOGGINS	212938	11/01/2005	$10.00		115
137744-APCA	Mr.	THOMAS HOWARD WALL	THOMAS HOWARD WALL	195202	11/01/2005	$40.00		115
137745-APCA	Mr	RICHARD LEE DOWDEN	RICHARD LEE DOWDEN	158440	11/01/2005	$10.00		115
137746-APCA	Ms.	VIOLET ELAINE DOCKERY	VIOLET ELAINE DOCKERY	204870	11/01/2005	$10.00		115
137747-APCA	Ms.	RHONDA BERNICE REESE	RHONDA BERNICE REESE	200551	11/01/2005	$10.00		115
137748-APCA	Mr	ANDREW MARTIN JONES	ANDREW MARTIN JONES	197719	11/01/2005	$10.00		115
137749-APCA	Mr.	ALBERT THOMAS TURNER	ALBERT THOMAS TURNER	204256	11/01/2005	$30.00		115
137750-APCA	Ms.	ALICE JUANITA WALTERS	ALICE JUANITA WALTERS	219799	11/01/2005	$10.00		115
137751-APCA	Mr	DAVID ALLAN CHANDLER	DAVID ALLAN CHANDLER	141296	11/01/2005	$10 00		115
137752-APCA	Mr.	ROBERT MERLE PAGE	ROBERT MERLE PAGE	190311	11/01/2005	$10.00		115
137753-APCA	Mr.	VAHID BAGHERIAN	VAHID BAGHERIAN	164512	11/01/2005	$10.00		115
137754-APCA	Ms.	JOANNA PETRIE	JOANNA PETRIE	191590	11/01/2005	$10.00		115
137755-APCA	Mr.	ALVIN RUSSELL STEVENSON	ALVIN RUSSELL STEVENSON	153622	11/01/2005	$10.00		115
137756-APCA	Ms.	STEPHANIE ELAINE WOODS	STEPHANIE ELAINE WOODS	205272	11/01/2005	$10.00		115
137757-APCA	Mr	WILLIAM CLARK	WILLIAM CLARK	8522	11/01/2005	$10.00		115
137758-APCA	Ms.	REBAH WALKER HAYS	REBAH WALKER HAYS	218896	11/01/2005	$10.00		115
137759-APCA	Ms.	BETTY JEAN WARREN	BETTY JEAN WARREN	153484	11/01/2005	$30.00		115
137760-APCA	Mr.	OMEGA LYNN MCCELLON	OMEGA LYNN MCCELLON	160694	11/01/2005	$10.00		115
137761-APCA	Ms.	OLETA MCGECHIE TRIGG	OLETA MCGECHIE TRIGG	218995	11/01/2005	$10.00		115
137762-APCA	Ms.	DONNIE MAE DAY	DONNIE MAE DAY	196973	11/01/2005	$10.00		115
137763-APCA	Ms	VIRGINIA KATHLENE DOLLISON	VIRGINIA KATHLENE DOLLISON	173071	11/01/2005	$30.00		115
137764-APCA	Ms.	MARY LOU WATTS	MARY LOU WATTS	171164	11/01/2005	$10.00		115
137765-APCA	Ms	TABBATHA MACHELLE CRISS	TABBATHA MACHELLE CRISS	154244	11/01/2005	$10.00		115
137766-APCA	Ms	PEGGY ANN GARVIN	PEGGY ANN GARVIN	192461	11/01/2005	$10 00		115

UPSHUR COUNTY — JURY SELECTION SYSTEM — 01 Nov 2005
10/10/05/DC
THE SOFTWARE GROUP, INC — Check Register for 11/01/05 — PAGE 5

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
137767-APCA	Mr.	JAMES MELTON COX	JAMES MELTON COX	167664	11/01/2005	$10.00		115
137768-APCA	Mr	L C DOWNING	L C DOWNING	173974	11/01/2005	$10.00		115
137769-APCA	Mr.	GERALD ROBERT DAVIS	GERALD ROBERT DAVIS	217887	11/01/2005	$40.00		115
137770-APCA	Mr.	ANTHONY LEE DRIVER	ANTHONY LEE DRIVER	215704	11/01/2005	$10.00		115
137771-APCA	Mr	ALAN MARSHALL WADE	ALAN MARSHALL WADE	167027	11/01/2005	$10.00		115
137772-APCA	Ms.	JOY FAY ALLEN	JOY FAY ALLEN	6655	11/01/2005	$10.00		115
137773-APCA	Ms.	SHARON LOHREY GARNER	SHARON LOHREY GARNER	198107	11/01/2005	$40.00		115
137774-APCA	Mr.	BRIAN PAUL YORDY	BRIAN PAUL YORDY	171319	11/01/2005	$10.00		115
137775-APCA	Ms.	BONNIE DEE MACWHIRTER	BONNIE DEE MACWHIRTER	206695	11/01/2005	$10.00		115
137776-APCA	Mr.	WILLIAM KYLE TALLEY	WILLIAM KYLE TALLEY	207095	11/01/2005	$10.00		115
137777-APCA	Mr	BRADLEY TODD SHIPMAN	BRADLEY TODD SHIPMAN	159219	11/01/2005	$10 00		115
137778-APCA	Mr.	SHAWN DENNIS SCOTT	SHAWN DENNIS SCOTT	174491	11/01/2005	$10.00		115
137779-APCA	Mr.	ROBERT ADAM LANSDALE	ROBERT ADAM LANSDALE	213762	11/01/2005	$10.00		115
137780-APCA	Mr.	DANA FEAGIN	DANA FEAGIN	193246	11/01/2005	$10.00		115
137781-APCA	Mr.	EUGENE WILLIAM FRANK	EUGENE WILLIAM FRANK	221133	11/01/2005	$30.00		115
137782-APCA	Ms.	KIMBERLY DAWN HARNESS	KIMBERLY DAWN HARNESS	204562	11/01/2005	$10.00		115
137783-APCA	Mr.	A SCOTT HARRIS	A SCOTT HARRIS	216991	11/01/2005	$10 00		115
137784-APCA	Mr.	STEVE MAXWELL TIDWELL	STEVE MAXWELL TIDWELL	149829	11/01/2005	$10.00		115
137785-APCA	Ms.	DIANA MAE CRABTREE	DIANA MAE CRABTREE	204122	11/01/2005	$30.00		115
Check Amounts						$1,930.00		

122 records listed.

FILED
ROBIN RODENBERG
COUNTY CLERK
2005 NOV 15 A 9:51
UPSHUR COUNTY, TX.
BY _____ DEPUTY

UPSHUR COUNTY — JURY SELECTION SYSTEM — 08 Nov 2005

GRAND JURY LIST 11/01/05

THE SOFTWARE GROUP, INC — Check Register for 11/08/05 — PAGE 1

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
137787-APCA	Mr.	CHARLES DAVIS	CHARLES DAVIS	3325	11/08/2005	$10.00		115
137788-APCA	Ms	JUREL FORD WHITE	JUREL FORD WHITE	215871	11/08/2005	$10 00		115
137789-APCA	Mr.	DELL DAVIS	DELL DAVIS	13084	11/08/2005	$10.00		115
137790-APCA	Ms.	LYNNE M MUNOZ	LYNNE M MUNOZ	161455	11/08/2005	$10.00		115
137791-APCA	Ms	LINDA S STEGER	LINDA S STEGER	218961	11/08/2005	$10 00		115
137792-APCA	Mr.	BILLY JACK BEASLEY	BILLY JACK BEASLEY	145323	11/08/2005	$10.00		115
137793-APCA	Ms.	PATRICIA STRACENER	PATRICIA STRACENER	4552	11/08/2005	$10.00		115
137794-APCA	Mr	PATRICK ROBERT MOSER	PATRICK ROBERT MOSER	218889	11/08/2005	$10 00		115
137795-APCA	Mr.	RODNEY P KEITH	RODNEY P KEITH	212917	11/08/2005	$10.00		115
137796-APCA	Mr.	JAMES ALTON STEELMAN	JAMES ALTON STEELMAN	1811	11/08/2005	$10.00		115
137797-APCA	Mr	RONNIE LYNN JEFFERY	RONNIE LYNN JEFFERY	145815	11/08/2005	$10 00		115
137798-APCA	Mr	JAMES DAVID SOWELL	JAMES DAVID SOWELL	157931	11/08/2005	$10.00		115
Check Amounts						$120 00		

12 records listed

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ROBIN RODENBERG
COUNTY CLERK
2005 NOV 15 A 9:50
UPSHUR COUNTY, TX.
BY _____ DEPUTY

ATTENDANCE SIGN-IN SHEET
UPSHUR COUNTY COMMISSIONER'S COURT
DATE: 11-15-05

1. Charles Daniels	1. Bldg maint
2. Jim Henry	2.
3. Vance Lowrey	3. TAUC
4. Jimmy Caughorn	4.
5. Elaine McKinley	5. Tax Office
6. Ruth Whiteside	6. Comm.
7. Carolyn Bullock	7. DC
8. Glenn Evans	8. Longview News-Journal
9. Barbara Ramirez	9. Longview News-Journal
10. Glen Campbell	10. Gilmer
11. Maurice Brasel	11.
12. Ruth Duncan	12.
13. Tamela Mooney	13. Gilmer-Upshur Co. Library
14. Bubba Pendleton	14.
15. Myra Harris	15. Gilmer
16. Linda Isel	16.
17. Wayne M. Smith	17.
18. Amy Batchelor	18.
19. [illegible]	19.
20. Philly Williams	20. FILMER MIRROR CLARKSVILLE MIRROR

FILED
05 NOV 15 A 9:49
ROBIN RODENBERG
COUNTY CLERK
UPSHUR COUNTY, TEXAS